

Your Audi Motor Insurance Cover Booklet

### Audi Financial Services

Finance. Insurance. Fleet. Mobility.

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### Welcome

#### Welcome to Audi Insurance.

Your Audi Motor Insurance cover has been designed to give you the peace of mind that in the event of an accident your Audi will be repaired in an Audi approved repairer, by Audi trained technicians who will only use genuine Audi parts and paints.

Please ensure you read this Cover Booklet and fully understand the terms and conditions relating to the motor insurance cover provided to you.

All the details of how to make a claim, together with any conditions that you must comply with, are set out in the following pages.

If you have any questions that are not answered within this Cover Booklet, please contact us.

Please keep this Cover Booklet and your other insurance documents in a safe place.

Certain words in this Cover Booklet have specific meanings which are explained under the Meaning of Words section.

In return for paying or agreeing to pay the premium, we will insure you under the conditions of this Cover Booklet for any insured event which takes place during the period of insurance within the geographical limits.

This policy is a contract between you and us. It is not our intention that the Contracts (Rights of Third Parties) Act 1999 gives anyone else either any rights under this policy or the right to enforce any part of it.



### What to do if you have an accident

- Always stop the vehicle if you are in an accident involving an injury to any person or certain animals, or if other vehicles or roadside property are damaged
- Ensure that you and your passengers are safe
- If anyone is injured or the accident is blocking the road, call the emergency services
- If you think the vehicle is unsafe to drive, call the 24-Hour Claims Helpline and we will arrange for the vehicle to be recovered
- Do not accept blame or admit liability for the accident
- Advise us of the following details as soon as you can:
  - the registration number of any other vehicle(s) involved in the accident
  - the name, address, contact number and insurance details of any driver(s) involved in the accident.
    You must also provide the same details to anyone who has a good reason for asking
  - the name, contact number and address of anyone who witnessed the accident
  - any other information that you have about the accident, such as injuries caused, property damaged or photographic evidence

### How to make a claim

### Call the 24-Hour Claims Helpline on 0333 043 3780.

If you need to make a claim outside of the UK, please call the 24-Hour European Claims Helpline on +44 (0) 1925 403547.

A dedicated Claims Manager will look after your entire claim from start to finish, liaising with any third parties and Audi approved repairers.

If required, your dedicated Claims Manager will also arrange for the vehicle to be recovered. Don't forget, as an Audi Insurance customer you are guaranteed that in the event your Audi is damaged in an accident that it will be repaired by Audi trained technicians, in an Audi approved repairer, using only genuine Audi parts and paints.

For your peace of mind labour and Genuine Parts are covered by a two-year warranty (excluding wear and tear).

Furthermore, while using an approved repairer, you will be offered a medium-sized courtesy car while yours is being repaired to keep you on the road.



### For Broken Windscreens and Window Glass

### Call the 24-Hour Windscreen Claims Helpline on 0330 303 6907.

We will arrange for the glass to be repaired or replaced. Cover is unlimited after taking off any excess. If a non-approved glass repairer is used, an increased excess will apply.

Repairing a windscreen or window instead of replacing it can save you paying an excess. Ask when calling the Windscreen Claims Helpline.

# **Policy Wording**

### Meaning of words

When the following words and phrases appear in this Cover Booklet, they have the specific meanings given below. These words are highlighted in **bold print**.

**Certificate of motor insurance** – The proof of the motor insurance **you** need by law. The **certificate of motor insurance** shows what vehicle is covered, who is allowed to drive **the vehicle** and what **the vehicle** can be used for. If **your certificate of motor insurance** allows driving by any driver, please refer to **your schedule** for any restrictions that may apply.

**Endorsement** – A clause that alters the cover provided by the policy.

**Excess** – The part of a claim **you** must pay. Sometimes more than one **excess** can apply, in which case **we** will add them together.

**Geographical limits** – Great Britain, Northern Ireland, the Isle of Man, the Channel Islands and while **the vehicle** is being transported between any of these countries.

**Market value** – The cost of replacing **the vehicle** with one of a similar age, type, mileage and condition, immediately before the loss or damage happened.

**Period of insurance** – The period **you** are covered for as shown on the **schedule**.

Schedule – The latest schedule we have issued to you. This forms part of the contract of insurance. It gives details of the period of insurance, the premium you have to pay, the vehicle which is insured and details of any excesses or endorsements.

**Statement of insurance** – This shows the information that **you** gave **us**, including information given on **your** behalf and verbal information **you** gave prior to commencement of the policy.

Terrorism - Terrorism as defined in the Terrorism Act 2000.

We, us, our – The insurer specified in the statement of insurance, the schedule, policy summary and the certificate of motor insurance. All sections of the policy are administered by Ageas Retail Limited.

You, your - The policyholder named on the schedule.

The vehicle – Any motor vehicle that you have given us details of and for which we have issued a certificate of motor insurance. The vehicle's registration number will be shown on your latest certificate of motor insurance. Accessories and spare parts are included in the definition of the vehicle when they are with the vehicle or locked in your own garage.



## Section A – Damage to the vehicle

#### What is covered

- We will pay for damage to the vehicle caused by accidental or malicious damage or vandalism.
- If we are paying for damage to the vehicle and you have a child seat fitted to the vehicle, we will also cover the cost of replacing the child seat with a new one of the same or similar model and standard.
- We will also cover the cost of replacing or repairing the vehicle's audio, navigation and entertainment equipment up to the following amounts:
  - Unlimited for equipment fitted as standard by the manufacturer; or
  - £500 for any other equipment, provided this equipment is permanently fitted to the vehicle.

If **the vehicle** is not roadworthy after an accident within the **geographical limits**, which has been reported to **us** and **we** have accepted the claim (not including glass), **we** can arrange to get **you** and **your** passengers from the scene of the accident to **your** home or planned destination. If **you** cannot complete **your** journey **we** will pay for overnight accommodation up to £40 per person for **you** and **your** passengers (up to £200 in total).

To keep **you** mobile within the **geographical limits**, **we** will offer **you** a minimum of a medium-sized courtesy car while **the vehicle** is being repaired by an Audi approved repairer.

Subject to availability, the courtesy car will be of a make and model from within the Volkswagen Group range (Audi, SEAT, ŠKODA, Volkswagen). Where a Volkswagen Group vehicle is not available, a courtesy car of an alternative make will be provided. Once we have decided that the vehicle can be economically repaired by an Audi approved repairer and if it cannot be driven, we will provide the courtesy car on the next working day for as long as the repairs take. If the vehicle can still be legally driven (in other words it is roadworthy), we will provide a courtesy car while the vehicle is being repaired by an Audi approved repairer. If the vehicle cannot be economically repaired (total loss), you may retain the courtesy car for the following periods from the date that the vehicle is declared a total loss:

- 14 days if the vehicle is less than one year old from the date of its first registration as new
- 4 days if the vehicle is more than one year old from the date of its first registration as new

A courtesy car will not be provided where **you** choose not to use an Audi approved repairer.

The supply of a courtesy vehicle may be subject to terms and conditions.

Click here for details of how we will settle claims.

## Section A – Damage to the vehicle (continued)

### What is not covered

- Loss of or damage to the vehicle caused by malicious damage or vandalism when no one is in it if:
  - any window, door, roof opening, removable roof panel or hood was left open or unlocked, or
  - the keys (or any other device needed to lock the vehicle) are left in or on the vehicle
- The excesses shown in the schedule. You must pay these amounts for every incident that you claim for under this section unless the vehicle is accidentally damaged by another and:
  - the damage occurred in the geographical limits
  - the damage was not the fault of the person driving the vehicle
  - you provide us with the registration number and make and model of the other vehicle and if possible, the name of the driver of the other vehicle
  - we confirm that the driver of the other vehicle causing the damage was not insured
  - the incident is reported to the Police as soon as possible and they assign a crime reference number

Notwithstanding the above, if it cannot be established immediately that the damage was not the fault of the person driving **the vehicle** and that the driver of the other vehicle was not insured **you** may have to pay any **excesses** shown in the **schedule**. However if **we** are satisfied that the accident was not the fault of the person driving **the vehicle** and that the driver of the other vehicle was not insured, **we** will repay any **excesses you** have paid upon request.

- Loss of or damage to the vehicle caused by fire, or by theft.
- Loss of use of the vehicle.
- Wear and tear.
- Mechanical, electrical, electronic and computer failures or breakdowns or breakages.
- Loss of or damage to the vehicle caused by an inappropriate type or grade of fuel being used.
- Damage to tyres caused by braking, punctures, cuts or bursts.
- Costs of importing parts or accessories or storage costs caused by delays, where the parts or accessories are not available from current stock within the geographical limits.
- Any amount over the cost shown in the manufacturer's latest price guide, plus fitting costs, for any lost or damaged parts or accessories if such parts or accessories are not available.
- Loss of or damage to telephone or other communication equipment.
- The vehicle losing value after, or because of, repairs.
- Loss of or damage to the vehicle resulting from deception by a person pretending to be a buyer or acting on behalf of a buyer.
- The vehicle being confiscated or destroyed by or under order of any government or public or local authority.
- Loss of or damage to any radar detection equipment.

- Loss of or damage to any audio, navigation and entertainment equipment unless this equipment is permanently fitted to the vehicle.
- Any damage to the vehicle caused deliberately by you or any person driving it with your permission.
- Loss of or damage to the vehicle caused by a person known to you taking the vehicle without your permission, unless that person is reported to the Police for taking the vehicle without your permission.

# Section B – Broken windscreen and window glass

### What is covered

 If the windscreen or any window glass in the vehicle is broken during the period of insurance we will pay the cost of repairing or replacing it. We will also pay for any repair to the bodywork that has been damaged by broken glass from the windscreen or windows.

A claim under this section only will not affect **your** No Claims Discount.

#### What is not covered

- The excess shown on your schedule for any claim if the glass is replaced rather than repaired. If you use a nonapproved repairer an increased excess will apply.
- Loss of use of **the vehicle**.
- Costs of importing parts or accessories or storage costs caused by delays, where the parts or accessories are not available from current stock within the geographical limits.
- Any amount over the cost shown in the manufacturer's latest price guide, plus fitting costs, for any lost or damaged parts or accessories if such parts or accessories are not available.
- Mechanical, electrical, electronic or computer failures or breakdowns or breakages to sun roof and hood mechanisms.
- Repair or replacement of any windscreen or window unless it is made of glass.



# Section C – Fire and theft

### What is covered

- We will pay for loss of or damage to the vehicle caused by fire, theft or attempted theft.
- If we are paying for damage to the vehicle and you have a child seat fitted to the vehicle, we will also cover the cost of replacing the child seat with a new one of the same or similar model and standard.
- We will also cover the cost of replacing or repairing the vehicle's audio, navigation and entertainment equipment up to the following amounts:
  - Unlimited if fitted as standard by the manufacturer; or
  - £500 for any other equipment provided this equipment is permanently fitted to **the vehicle**.

To keep **you** mobile, within the **geographical limits** only, **we** will offer **you** a minimum of a medium-sized courtesy car while **the vehicle** is being repaired by an Audi approved repairer.

Subject to availability, the courtesy car will be of a make and model from within the Volkswagen Group range (Audi, SEAT, ŠKODA, Volkswagen). Where a Volkswagen Group vehicle is not available, a courtesy car of an alternative make will be provided.

Once **we** have decided that **the vehicle** can be economically repaired by an Audi approved repairer and if it cannot be driven, **we** will provide the courtesy car on the next working day for as long as the repairs take.

If **the vehicle** can still be legally driven (in other words it is roadworthy), **we** will provide a courtesy car while **the vehicle** is being repaired by an Audi approved repairer.

If **the vehicle** cannot be economically repaired (total loss), **you** may retain the courtesy car for the following periods from the date that **the vehicle** is declared a total loss:

- 14 days if the vehicle is less than one year old from the date of its first registration as new
- 4 days if the vehicle is more than one year old from the date of its first registration as new

A courtesy car will not be provided where:

- you choose not to use an Audi approved repairer
- the vehicle is stolen and not recovered

The supply of a courtesy vehicle may be subject to terms and conditions.

<u>Click here</u> for details of how **we** will settle claims.

### What is not covered

- Loss of or damage to the vehicle caused by malicious damage, vandalism, fire, theft or attempted theft, when no-one is in it if:
  - any window, door, roof opening, removable roof panel or hood was left open or unlocked, or
  - the keys (or any device needed to lock the vehicle) are left in or on the vehicle.
- The excess shown in the schedule; you must pay these amounts for every incident that you claim for under this section unless, at the time of a theft, the vehicle was kept in a locked garage, in which case no excess is payable.
- Loss of use of **the vehicle**.
- Wear and tear.
- Mechanical, electrical, electronic and computer failures or breakdowns or breakages.

- Costs of importing parts or accessories or storage costs caused by delays, where the parts or accessories are not available from current stock within the geographical limits.
- Any amount over the cost shown in the manufacturer's latest price guide, plus fitting costs, for any lost or damaged parts or accessories if such parts or accessories are not available.
- Loss of or damage to telephone or other communication equipment.
- The vehicle losing value after, or because of, repairs.
- Loss of or damage to the vehicle resulting from deception by a person pretending to be a buyer or acting on behalf of a buyer.
- Loss of or damage to the vehicle caused by a person known to you taking the vehicle without your permission, unless that person is reported to the Police for taking the vehicle without your permission.
- The vehicle being confiscated or destroyed by or under order of any government or public or local authority.
- Loss from taking the vehicle and returning it to its legal owner.
- Loss of or damage to any radar detection equipment.
- Any damage to the vehicle caused deliberately by you or any person driving it with your permission.
- Loss of or damage to any audio, navigation and entertainment equipment unless this equipment is permanently fitted to the vehicle.

# How we will settle your claim under sections A or C

We will choose whether to repair **the vehicle** or pay **you** a cash amount equal to the cost of the loss or damage. If **the vehicle** cannot be driven because of damage that is covered under this policy, **we** will pay for **the vehicle** to be protected and taken to the nearest Audi approved repairer.

#### If the vehicle is economically repairable

**You** do not need to get any estimates, as repairs can begin immediately after **we** have authorised them.

The Audi approved repairer will contact **you** to arrange to collect **the vehicle**.

We will also pay the costs of delivering the vehicle back to the address shown on your current schedule or any other address we agree with you when the damage has been repaired.

If **you** do not want to use an Audi approved repairer, **you** will need to send **us** an estimate for **us** to authorise and **we** may need to inspect **the vehicle**. **We** reserve the right to ask **you** to obtain alternative estimates.

You will have to pay any policy excess direct to the repairer.

If the condition of **the vehicle** is better after the repair than it was just before it was damaged, **we** may ask **you** to pay towards it.

#### If the vehicle is a total loss

Once an engineer has inspected and assessed the **market** value of the vehicle, we will make you an offer of payment.

If there is any outstanding loan on **the vehicle**, **we** may pay the finance company first. If **our** estimate of the **market value** is more than the amount **you** owe the finance company, **we** will pay **you** the balance.

If **our** estimate of the **market value** is less than the amount **you** owe the finance company, **you** may have to pay them the balance. Any payment **we** make for total loss will be after **we** have taken off any applicable **excess** and any unpaid premium for this policy.

When **you** accept **our** offer for total loss, **the vehicle** will belong to **us**.

By purchasing this policy **you** agree that **we** can handle **your** claim in this way.

#### **Replacement vehicle**

We will not pay more than the **market value** of **the vehicle** unless:

 The loss or damage happens before the vehicle is a year old; and

- > You are its first and only registered keeper; and
- You have owned the vehicle (or it has been hired to you under a hire-purchase agreement) since it was first registered as new; and
- The cost of repair is valued at more than 60% of the cost of buying an identical new vehicle at the time of the loss or damage (based on the UK list price); and
- The vehicle was supplied as new within the geographical limits.

In these circumstances, if **you** ask **us** to, **we** will replace **the vehicle** (and pay the delivery charges to the address shown on **your** current **schedule** or any other address **we** agree with **you**) with a new vehicle of the same make, model and specification.

#### We will only do this if:

- We can buy a vehicle straight away within the geographical limits.
- We have permission from the hire-purchase company (if this is how you bought the vehicle and you have not finished paying for it).
- The vehicle is a United Kingdom specification model bought from one of the manufacturer's authorised United Kingdom retailers.
- The model is still available from the manufacturer's authorised United Kingdom retailers.

# Section D – Medical expenses

#### What is covered

 If you or anyone in the vehicle is injured in an accident involving the vehicle, we will pay up to £200 in medical expenses for each injured person.

#### What is not covered

 No cover is provided under this section if the policy is held in the name of a corporate organisation, a company or a firm.



# Section E – Personal belongings

#### What is covered

- We will cover up to £250 for personal belongings in the vehicle that are lost or damaged following an accident, fire or theft involving the vehicle. You are covered for the cost of the item, less an amount for wear and tear and loss of value.
- We will also cover up to £200 for wheelchairs, prams, child's pushchairs and carrycots in the vehicle that are lost or damaged following an accident, fire or theft involving the vehicle. You are covered for the cost of the item, less an amount for wear and tear and loss of value.

#### What is not covered

- Any goods, tools or samples that are carried as part of any trade or business.
- Loss of or damage to telephone or other communication equipment.
- Money, stamps, tickets, documents and securities (such as share or bond certificates).
- Loss or damage when no one is in the vehicle unless all its windows, doors, roof openings or hood are closed and locked and all keys or devices needed to lock the vehicle are with you or the person authorised to use the vehicle.
- Loss of or damage to any radar detection equipment.



# Section F – Personal accident

#### What is covered

If **you** or **your** husband, wife or civil partner are accidentally killed or injured while getting into, travelling in or getting out of **the vehicle** (or any other private vehicle that **you** do not own), **we** will pay £10,000 for the following:

- Death.
- Total and permanent loss of sight in one eye.
- Total and permanent loss (at or above the wrist or ankle) of one hand or one foot.

We will only pay if the cause of the death or injury is an accident involving a car and the death or loss happens within 3 months of the accident.

This cover also applies to any passenger getting into, travelling in or getting out of **the vehicle** (as long as there is a passenger seat for that person).

#### What is not covered

- No cover is provided under this section if the policy is held in the name of a corporate organisation, a company or a firm.
- Death or injury caused by suicide or attempted suicide.
- Death of or loss to any person driving the vehicle at the time of the accident who is found to have a higher level of alcohol or drugs in their body than is allowed by law.
- Death of or injury to any person not wearing a seat belt when they have to by law.
- More than £10,000 for any one accident.
- More than £10,000 to any one person for any one accident.

If **you**, or **your** husband, wife or civil partner have more than one motor insurance policy with **us**, **we** will only pay under one policy.

# Section G – Liabilities to third parties

#### What is covered

#### Cover for you

**We** will cover legal liability for the death of or injury to any person and damage to property caused by or arising out of:

- You using the vehicle.
- You using a motor car not belonging to you and not hired to you under a hire-purchase agreement or leased to you under a leasing agreement, provided that:
  - your current certificate of motor insurance allows you to do so
  - you have the owner's permission to do so
  - you still have the vehicle and it has not been damaged beyond economical repair nor been stolen and not recovered
  - the motor car is registered within the geographical limits
  - you are not using the motor car outside of the geographical limits
  - you are not insured under any other insurance to drive the motor car
  - there is a current and valid policy of insurance held for the motor car in accordance with the Road Traffic Acts
- You using the vehicle to tow any single trailer, trailercaravan or broken-down vehicle while it is attached to the vehicle and if allowed by law, provided it is not being towed for hire or reward.

#### Cover for other people

**We** will cover legal liability for the death of or injury to any person and damage to property caused by or arising out of:

- Any person driving the vehicle with your permission (as long as your certificate of motor insurance shows that he or she is allowed to drive the vehicle). The person driving must not be excluded from driving the vehicle by any endorsement, exception or condition.
- Any person using (but not driving) the vehicle, with your permission, for social, domestic and pleasure purposes.
- Any passenger in, getting into or getting out of the vehicle.
- Any person using the vehicle, with your permission (as long as your certificate of motor insurance shows that he or she is allowed to drive the vehicle) to tow any single trailer, trailer-caravan or broken-down vehicle while it is attached to the vehicle and if allowed by law, provided it is not being towed for hire or reward.

We will also pay:

- Solicitors' fees for representation at any coroner's inquest, fatal accident inquiry or magistrates court (including a court of equal status in any country within the geographical limits).
- Legal costs for defending a charge of manslaughter or causing death by dangerous or careless driving caused by an accident covered under this policy.
- Any costs and expenses for which your employer or business partner is legally liable as a result of you using the vehicle for their business.
- Any other costs and expenses for which we have given our written permission.
- Charges set out in the Road Traffic Acts.

If anyone who is insured by this section dies while they are involved in legal action **we** will give the same cover as they had to their legal personal representatives.

### What is not covered

- Any amount we have not agreed to in writing.
- Death of or injury to any of your employees during the course of their work, even if the death or injury is caused by anyone insured by this policy.
- Loss of or damage to property owned by or in the vehicle of the person who is claiming cover under this section.
- Any loss of or damage to a vehicle, trailer, trailer caravan or broken-down vehicle covered by this policy.
- Any claim for pollution or contamination, unless it is caused by a sudden, identifiable event which was unintended and unexpected and happened at one specific time and place.
- Any amount over £1 million, for any one pollution or contamination event.
- Any amount over £20 million, exclusive of costs and expenses, for any one claim or series of claims arising from one event that causes loss of or damage to property, including any indirect loss or damage.
- Any amount over £5 million for all costs and expenses, for any one claim or series of claims arising from one event that causes loss of or damage to property.
- Use to secure the release of a motor vehicle, other than the vehicle described on your certificate of motor insurance, which has been seized by, or on behalf of, any government or public authority.

However, **we** will provide the minimum cover needed under compulsory motor insurance legislation.

# Section H – Using the vehicle abroad

#### What is covered

- We will cover your legal liability to others while you or any driver covered by this policy are using the vehicle within the European Union, Andorra, Iceland, Liechtenstein, Norway, Serbia and Switzerland. You do not need an International Motor Insurance Card (Green Card) for visits to these countries.
- We will also provide the cover shown on your schedule for up to 90 days in any period of insurance while you are using the vehicle within the countries referred to above.

**We** may agree to extend the cover for more than 90 days as long as:

- the vehicle is taxed and registered within the geographical limits; and
- your main permanent home is within the geographical limits; and
- your visit abroad is only temporary; and
- you tell us before you leave; and
- you pay any additional premium we ask for
- If you want to extend your policy to give the same cover to a country outside the countries referred to above, you must:
  - tell us before you leave; and
  - get our written agreement to cover you in the countries involved; and
  - pay any additional premium we ask for

If **we** agree to **your** request, **we** will issue **you** with an International Motor Insurance Card (Green Card) as legal evidence of this cover. **We** will also pay customs duty if **the vehicle** is damaged and **we** decide not to return it after a valid claim on the policy.

### What is not covered

 If your certificate of motor insurance allows you to drive any other vehicle, that cover does not apply outside the geographical limits.



# Section I – No Claims Discount

#### What is covered

As long as a claim has not been made during the **period of insurance** immediately before **your** renewal, **we** will include a discount in **your** renewal premium. **You** may not transfer this discount to any other person.

If a claim is made during the **period of insurance**, the discount will be stepped back in accordance with **our** current scale. This means that **you** may have to pay a higher renewal premium. In addition **we** may increase **your excess** from renewal. **Your** No Claims Discount will not be affected if the only claims made are for a broken windscreen or window glass under section B or charges under the Road Traffic Acts for emergency medical treatment under section G.



# Section J – No Claims Discount protection

#### What is covered

You will not lose any of your No Claims Discount as long as:

- No more than two claims are made in any period of three years.
- You have paid any extra premium we ask for.

After a second claim is made in any three year period, this policy section will no longer apply and any further claims will result in the loss of No Claims Discount.

The protection provided under this section only applies to your No Claim Discount. It does not protect your premium and you may have to pay a higher premium or excess at renewal if any claims are made.



# Section K – Replacement locks

#### What is covered

- If the keys, lock transmitter or entry card for a keyless entry system of the vehicle are lost or stolen, we will pay up to £1,000 towards the cost of replacing:
  - all entry locks that can be opened by the missing item
  - the lock transmitter, entry card and central locking system
  - the ignition and steering lock; as long as we are satisfied that any person who may have your keys, transmitter or card knows the identity or garage address of the vehicle
- We will also pay the cost of protecting the vehicle, transporting it to the nearest repairers when necessary and delivering it after repair to the address shown on your current schedule or any other address we agree with you.

#### What is not covered

- ▶ The first £100 of any claim.
- Any claim where the keys, lock transmitter or entry card are either:
  - left in or on the vehicle at the time of the loss
  - taken without your permission by a person known to you



# **General Exclusions**

These exclusions apply to all parts of the policy.

- 1. We will not cover claims arising directly or indirectly from any of the following:
  - the vehicle being driven by, or being in the charge of, someone who is not described in your certificate of motor insurance as entitled to drive
  - the vehicle being driven, with your permission, by anyone who you know does not hold a valid driving licence or is disqualified from driving. However, we will still give cover if the person used to hold a licence and is allowed to hold one by law
  - the vehicle being driven by someone who does not meet all the conditions of their driving licence
  - the vehicle being used for a purpose that is not covered in your certificate of motor insurance

However, this exclusion will not apply while **the vehicle** is with a member of the motor trade for servicing or repair.

- 2. If **you** receive any payment for giving people lifts in **the vehicle**, the Insurance Policy is not valid if:
  - the vehicle is made or altered to carry more than eight people including the driver
  - you are carrying the passengers as part of a business of carrying passengers
  - you are making any profit from the payments you receive

- 3. We will not pay for loss, damage, injury or legal liability if it is caused directly or indirectly by the following:
  - ionising radiation or radioactive contamination from any nuclear fuel or any nuclear waste arising from burning nuclear fuel
  - the radioactive, poisonous, explosive or other dangerous properties of any explosive nuclear equipment or part of that equipment
  - pressure waves caused by aircraft (and other flying objects) travelling at any speed
  - war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, insurrection or military or usurped power
  - acts of terrorism
- 4. We will not pay claims arising directly or indirectly from earthquakes, riot or civil disturbance outside Great Britain, the Isle of Man or the Channel Islands, except under section G.
- We will not pay for any liability you accept under an agreement or contract unless you would have been legally liable anyway.
- 6. Any decision or action of a court which is not within the **geographical limits** is not covered by this policy unless the proceedings are brought or judgment is given in a foreign court because **the vehicle** was used in that country and **we** had agreed to cover it there.

7. We will not pay any claims arising directly or indirectly from any vehicle being in a place used for the take-off, landing, parking or movement of aircraft, including the associated service roads, refuelling areas, ground equipment parking areas and the parts of passenger terminals of international airports which come within the customs examination area or any part of airport premises to which the public does not have vehicular access.

However, **we** will provide the minimum cover needed under compulsory motor legislation.

# **General Conditions**

#### 1. How to claim

Please phone the 24-Hour Claims Helpline on 0333 043 3780 as soon as possible to report the claim. If **you** need to make a claim outside of the UK, please call the 24-Hour European Claims Helpline on +44 (0) 1925 403547.

You must send us any letter, claim, writ or summons as soon as you receive it. You must also let us know straight away if you or your legal advisers know of any prosecution, inquest or fatal accident inquiry that might be covered under this policy.

2. Dealing with claims

**You** or any other person who claims under this policy must not negotiate, admit fault or make any payment, offer or promise of payment unless **you** have **our** written permission.

In dealing with **your** claim, under the terms of this policy **we** may;

- Defend or settle any claim and choose the solicitor who will act for you in any legal action.
- Take any legal action in your name or the name of any other person covered by this policy.

We can do any of these in your name or in the name of any person claiming under this policy. Anyone who makes a claim under this policy must give **us** any reasonable information **we** ask for.

3. Right of recovery

If the law of any country says **we** must

make a payment that **we** would not otherwise have paid, **you** must repay this amount to **us**.

4. Other insurance

If any incident that leads to a valid claim is covered under any other insurance policy, **we** will only pay **our** share of the claim.

5. Reasonable precautions

Anyone covered by this policy must take all reasonable steps they can to protect **the vehicle**, and anything in or attached to it, against loss or damage. This includes making sure that **the vehicle** has all its windows, doors, roof openings or hood closed and locked, and all keys or devices needed to lock **the vehicle** are with **you** or the person authorised to use **the vehicle** when no-one is in it. **The vehicle** must be kept in good working order. **We** may examine **the vehicle** at any time.

#### 6. Keeping to the terms of the policy We will only pay claims if:

- Any person claiming cover has met all the terms of the policy, as far as they apply; and
- The declaration and information given on the proposal or shown in the statement of insurance is complete and correct as far as you know.
- 7. Fraud

We will not pay any claim which is in any part fraudulent or exaggerated, or if you, or anyone acting for you, uses fraudulent methods to get benefits under this policy.

#### 8. Law applicable to this policy

English law will apply to this contract unless **we** agree with **you** in writing otherwise. The contractual terms and conditions and other information relating to this contract will be in English Language.

#### 9. Cancelling your policy

#### Your right to cancel

You have 14 days from when you receive **your** policy documents or the purchase date of **your** policy, whichever is later, to telephone, email or write to **us** using the contact details in the Important Information section if you want to cancel your policy. This is known as a coolingoff period. If you cancel your policy and cover has not started, we will refund any premium paid. If you cancel your policy and cover has started, as long as you have not made a claim and neither **you** nor anyone who may be entitled to cover under this policy is aware of any circumstances having occurred which might give rise to a claim, you will be charged a proportion of your premium to reflect the time that you were covered under your policy. If any claim has been made or anyone who may be entitled to cover under this policy is aware of any circumstances having occurred which might give rise to a claim during the period of insurance, you must pay the full annual premium and you will not be entitled to any refund. If **you** do not cancel **your** policy during the cooling-off period, it will remain in force and you will be required to pay the premium for the period of insurance.

**You** may cancel **your** policy any time after the cooling-off period by telephoning, emailing or writing to **us** using the contact details in the Important Information section.

As long as **you** have not made a claim and neither **you** nor anyone who may be entitled to cover under this policy is aware of any circumstances having occurred which might give rise to a claim, **you** will be charged a proportion of **your** premium to reflect the time that **you** were covered under **your** policy. If any claim has been made or anyone who may be entitled to cover under this policy is aware of any circumstances having occurred which might give rise to a claim during the **period of insurance**, **you** must pay the full annual premium and **you** will not be entitled to any refund.

Our right to cancel

We have the right to cancel this policy at any time by sending you seven days' notice where there is a valid reason for doing so and will set out the reason for cancellation in the notice. Valid reasons include but will not be limited to those listed below;

- Changes to the information detailed on your statement of insurance, schedule or certificate of motor insurance which result in the risk of providing cover to you no longer being acceptable to us.
- Where the circumstances of a new claim, or an incident we have become aware of mean that we can no longer provide cover.

### General Conditions (continued)

- Where a fraudulent claim has been submitted or we suspect fraud on this or any other policy you have with us.
- Where you, a person acting on your behalf, or any person covered to drive the vehicle uses threatening, intimidating or abusive behaviour or language towards our staff, suppliers or agents acting on our behalf.
- Where any person claiming cover under this policy fails to provide us with any reasonable information or documents (such as No Claims Discount) we ask for. Notice will be sent to you allowing you an opportunity to rectify the situation by providing us with the information or documents.
- Where you or anyone acting on your behalf failed to take reasonable care to provide us with accurate information when you took out, renewed or asked for changes to be made to your policy.
- Where we are unable to collect a premium payment due to insufficient funds in the account you have nominated to pay from. Notice will be sent to you allowing you an opportunity to rectify the situation and confirming that a second attempt to collect the payment will be made.
- Where we are unable to collect a premium payment due to a Direct Debit Instruction being cancelled. Notice will be sent to you allowing you an opportunity to rectify the situation by paying the full outstanding premium.

As long as **you** have not made a claim, and neither **you** nor anyone who may be entitled to cover under this policy is aware of any circumstances having occurred which might give rise to a claim, **you** will be charged a proportion of **your** premium to reflect the time that **you** were covered under **your** policy. If any claim has been made or anyone who may be entitled to cover under this policy is aware of any circumstances having occurred which might give rise to a claim during the **period of insurance**, **you** must pay the full annual premium and **you** will not be entitled to any refund.

For a 'One Year's Insurance Included' campaign where no premium has been paid to **us**, any refund in premium mentioned in this section will not be applicable.

10. Changes you must tell us about

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take reasonable care to supply accurate and complete answers to all of the questions we ask when you buy your Audi cover. You must tell us of any changes to the answers you have given as soon as possible. Failure to advise us of a change to your answers may mean that your cover is invalid and that it does not operate in the event of a claim.

You must tell us about any changes to the information set out in the statement of insurance, certificate of motor insurance or on your schedule. You must also tell us about the following changes:

- You sell the vehicle, change the vehicle or its registration number, or you get another vehicle.
- There is any change in drivers.
- Anyone who drives the vehicle receives a motoring conviction (driving licence endorsement, fixed penalties or pending prosecutions for any motoring offences).
- Anyone who drives the vehicle develops a notifiable medical condition or disability that hasn't been declared to the DVLA or the DVA in Northern Ireland.
- You change the purpose the vehicle is used for.
- Anyone who drives the vehicle changes job, starts a new job, including part-time work, or stops work.
- The vehicle is changed from the manufacturer's original specification. This would include:
  - changes to the bodywork
  - changes to suspension or brakes
  - cosmetic changes such as alloy wheels
  - changes affecting performance such as changes to the engine management system or exhaust system
  - changes to the audio/entertainment system

Please be aware that this is not a full list of all possible changes. All changes made from the manufacturer's standard specification must be disclosed.

 You take the vehicle abroad, either for more than 90 days or outside the European Union, Andorra, Iceland, Liechtenstein, Norway, Serbia and Switzerland.

- You change your address or the address where you keep the vehicle overnight.
- Anyone who drives the vehicle passes their driving test or has their driving licence revoked.
- Anyone who drives the vehicle receives a non-motoring conviction which is not considered spent.
- The vehicle is involved in an accident or fire, or someone steals, damages or tries to break into it.
- Anyone who drives the vehicle is involved in any accident or has a vehicle damaged or stolen.
- There is any change to your estimated annual mileage.
- Anyone who drives the vehicle has had insurance refused, cancelled or had special terms applied.
- There is a change of main user of the vehicle.

If **you** are in any doubt please ask. If the information provided by **you** is not complete and accurate:

- We may cancel your policy and refuse to pay any claim, or
- We may not pay any claim in full, or
- We may revise the premium and/or change the compulsory excess, or
- The extent of the cover may be affected.

### **Data Protection Notice**

This notice contains important information about the use of **your** personal information. Please make sure that **you** read this notice carefully. In this notice **we** and **us** and **our** means the insurance intermediary as specified on **your** policy documents, the Insurer named in **your** current **schedule**, **certificate of motor insurance** and **statement of insurance**, and any holding companies, subsidiaries or linked companies. 'Personal information' means any information given to **us** about **you**, by **you** or anyone else in connection with the particular service or product that **we** are providing to **you**.

By taking out this Insurance Policy, **you** confirm that **we** may use **your** personal information in the ways outlined in this notice. As the terms of this notice will also apply to anyone else insured under **your** policy, **you** should also show this notice to anyone else whose name **you** give to **us**, in connection with **your** insurance policy.

Your privacy is very important to us. We promise to respect and protect your personal information and try to make sure that your details are accurate and kept up to date. You can help us do this by letting us know whenever your personal details change. The way in which your personal information is collected, held and used by us complies with all legal requirements, particularly as is required by the Data Protection Act 1998.

#### **Motor Insurance Database**

Information relating to **your** insurance policy will be added to the Motor Insurance Database ("MID") managed by the Motor Insurers' Bureau ("MIB"). MID and the data stored on it may be used by certain statutory and/ or authorised bodies including the Police, the DVLA, the DVA, the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including:

- I. Electronic Licensing
- II. Continuous Insurance Enforcement
- III. Law enforcement (prevention, detection, apprehension and/or prosecution of offenders)
- IV. The provision of government services and/or other services aimed at reducing the level and incidence of uninsured driving.

If **you** are involved in a road traffic accident (either in the UK, the EEA or certain other territories), insurers and/or the MIB may search the MID to obtain relevant information.

Persons (including his or her appointed representatives) pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID. It is vital that the MID holds **your** correct registration number. If it is incorrectly shown on the MID **you** are at risk of having **the vehicle** seized by the Police. **You** can check that **your** correct registration number details are shown on the MID at www.askmid.com.

# How we use your personal information

We may use personal details you give to deal with your policy, or support the development of our business by including your details in customer surveys. We may contact you and ask necessary questions. We will store your details on a computer system but will not keep them for longer than necessary.

We may research, collect and use data about you from publically available sources including social media and networking sites. We may use this data for the purposes set out in this notice, including fraud detection and prevention.

We may share your details with companies within the Volkswagen Group United Kingdom Limited and Volkswagen Financial Services (UK) Limited and other carefully selected financial services and insurance companies we partner with, so that you can be informed of products and services which may be of interest to you by telephone, email or post. If you do not want to know about these products or services, please contact **us**.

Under the Data Protection Act **we** can only discuss **your** details with **you**. If **you** would like anyone else to act on **your** behalf, please contact **us**. **Your** personal details may be transferred to countries outside the European Union. They will at all times be held securely and handled with the utmost care in accordance with all principles of English law.

# Sharing information to prevent fraud

We may share information which we hold and which has been supplied to **us** in connection with any application for insurance that **you** have made or any insurance policy which **you** have with **us** (including the renewal of any policy which you have with us) with the Claims and Underwriting Exchange register, run by the Insurance Database Service Limited (IDS Ltd) and other similar databases established for the same purpose. The aim is to help **us** check information that is given to us and to prevent fraudulent claims. When **we** process **your** request for insurance cover, **we** may search these registers. Under the conditions of your policy, you must tell us about any incident (such as an accident or theft), whether or not you think it is likely to give rise to a claim.

### Data Protection Notice (continued)

When **you** tell **us** about an incident, **we** will pass information relating to that incident to these registers.

# Dealing with others on your behalf

To help **you** manage **your** insurance policy, **we** will deal with **you** or following the obtaining of **your** prior consent, **your** husband, wife, civil partner or any other person whom **we** reasonably believe to be legitimately acting for **you** as **your** agent if they call **us** on **your** behalf in connection with **your** policy. Such people may be granted access to **your** personal details.

#### Sensitive information

Some of the personal information that **we** ask **you** to provide may be sensitive personal data, as defined by the Data Protection Act 1998. Sensitive personal data may include information relating to **your** health, race, religion and any criminal convictions that **you** have. **We** will only use sensitive personal data about **you** for the specific purpose for dealing with **your** policy and to provide the services described in **your** policy documents.

#### Monitoring and recording calls

We may monitor or record telephone calls to monitor and improve **our** service and to prevent or detect fraud.

#### **Further information**

You are entitled to receive a copy of the information we hold about you. If you would like a copy of your information, please contact our Data Protection Officer using the contact details in the <u>Important Information section</u>, quoting your name, address and insurance policy number.

Please note that **we** are entitled to charge **you** a small administration fee of £10 for doing this.



# **Important Information**

### Who provides Audi Motor Insurance?

Audi Financial Services is a trading name of Volkswagen Financial Services (UK) Limited. Registered in England and Wales No. 2835230. Registered Office: Brunswick Court, Yeomans Drive, Blakelands, Milton Keynes MK14 5LR. Volkswagen Financial Services (UK) Limited is authorised and regulated by the Financial Conduct Authority, registration number 311988.

Audi Motor Insurance from Volkswagen Insurance Service (Great Britain) Ltd is sold and administered by Ageas Retail Limited. Registered in England and Wales No. 1324965. Registered Office: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA. Ageas Retail Limited is authorised and regulated by the Financial Conduct Authority, registration number 312468. Volkswagen Insurance Service (Great Britain) Ltd is an appointed representative of Volkswagen Financial Services (UK) Limited.

#### Getting in touch

#### You can contact us at:

Audi Motor Insurance Prospect House Gordon Banks Drive Trentham Lakes North Stoke-on-Trent ST4 4TW

### By telephone: 0330 303 6902 By email: customersupport@insurewithaudi.co.uk

### What to do if you are not satisfied with the cover or service provided

If you have a complaint, please contact our Customer Services Manager at:

Audi Motor Insurance Prospect House Gordon Banks Drive Trentham Lakes North Stoke-on-Trent ST4 4TW

By telephone: 0330 303 6902

#### By email:

#### customersupport@insurewithaudi.co.uk

If you have a complaint about a claim, please contact your Claims Manager first. You will find your Claims Manager's name and phone number on any correspondence they have sent you.

Our aim is to get it right, first time, every time. If we make a mistake we will try to resolve your complaint within three working days and issue you a summary resolution letter. If we are unable to resolve your complaint, we will be in contact with you within five working days of receiving your complaint to advise what we are doing to resolve the problem and the timeframe by which you can expect a final response.

#### If your complaint cannot be resolved

If you are not satisfied with either the summary resolution or final response letter, or if we have not been able to resolve your complaint within 8 weeks, we will issue you with information about the Financial Ombudsman Service which offers a free, independent resolution service. The contact details are:

Financial Ombudsman Service Exchange Tower London E14 9SR

By Telephone: 0300 123 9123 or 0800 023 4567

By E-mail: <u>complaint.info@financial-ombudsman.org.uk</u>

www.financial-ombudsman.org.uk

You have the right to refer your complaint to the Financial Ombudsman, free of charge – but you must do so within six months of the date of the final response letter. Please note that if you do not refer your complaint within the six months, the Financial Ombudsman Service will not have our permission to consider your complaint and therefore will only be able to do so in very limited circumstances. For example, if it believes that the delay was as a result of exceptional circumstances.

### Financial Services Compensation Scheme (FSCS)

For your added protection we are covered by the Financial Services Compensation Scheme (FSCS). If we are unable to pay a valid claim, you may be entitled to compensation from the scheme. Depending on the type of business and circumstances of the claim, the scheme will cover 90% of any claim with no maximum claim amount.

Further information about the compensation scheme is available from the FSCS at <u>www.fscs.org.uk</u> or by calling 0800 678 1100 or 020 7741 4100.

#### How to cancel your policy

For information on how to cancel your policy, please see General Condition 9.

### Use of data

For information on how we use data, please see <u>Data Protection Notice section</u>.