POTHOLE INSURANCE

INTRODUCTION

Thank **you** for choosing Pothole Insurance.

It's important that **you** read this wording and **your policy schedule** to make sure that everything **you've** told **us** is correct. Please read this policy carefully so that **you** understand the cover **we** are giving **you**. **You** must follow the terms and conditions set out in this policy wording. Please make sure that **you** keep this policy wording and **your policy schedule** in a safe place in case **you** need to look at them later.

This insurance is arranged by Strategic Insurance Services Limited and is underwritten by Collinson Insurance. Collinson Insurance (a trading name of Astrenska Insurance Limited) is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority in the United Kingdom, under Firm Reference Number 202846. Registered in England number 01708613.

Strategic Insurance Services Limited (FCA number 307133) are authorised and regulated by the Financial Conduct Authority. These details can be checked on the Financial Services Register by visiting: www.fca.org.uk.

In return for the payment of **your** premium **we** will provide the insurance cover detailed in this policy document, subject to the terms, conditions, and limitations shown below or as amended in writing by **us** and during the **period of insurance.**

CONSUMER INSURANCE ACT

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to:

a) Supply accurate and complete answers to all the questions **we** or the selling broker may ask as part of **your** application for cover under the policy.
b) To make sure that all information supplied as part of **your** application for cover is true and correct.
c) Tell **us** of any changes to the answers **you** have given as soon as possible.

Failure to provide answers in-line with the requirement of the Act may mean that **your** policy is invalid and that it does not operate in the event of a claim.

COOLING OFF PERIOD

You have the right to cancel this policy within 14 days of the date of issue or receipt of the terms and conditions, whichever is later. As long as **you** have not made a claim, **we** will refund to **you** any premium **you** have paid to **us.** If **you** have made a claim, **you** will not get any premium back.

You can cancel this policy after 14 days, but **we** will not give **you** back any premium.

To cancel this policy please contact the broker who sold it to **you.**

JURISDICTION AND LAW

This insurance will be governed by the laws of England, whose courts alone shall have jurisdiction in any dispute arising from this insurance.

IMPORTANT

You must take all reasonable steps to prevent any accidents and to protect **your motor vehicle** against damage. **You** must keep your tyres, wheels and suspension in good condition and repair. **You** must let us examine **your** tyres, wheels and suspension at any reasonable time following a claim.

DEFINITIONS

Where **we** explain what a word means, that word will be highlighted in **bold** print and will have the same meaning wherever it is used in this policy.

Business Use Class 3	**You** and any named driver(s) using the **motor vehicle** for business or to deliver pre-purchased goods. This also includes anyone who uses the **motor vehicle** to travel from customer to customer on commercial business.

Commercial Use	**You** and any named driver(s) using the **motor vehicle** as a courier, taxi, minicab, limousine or driving school or being used for **commercial use** by sales representatives who have use and responsibility for their own company vehicle.
Damage	**Damage** caused to **your** tyres, wheels, wheel alignment/balancing, suspension, bodywork/paintwork or headlights as a result of hitting a **pothole**.
Evidence of the Pothole	Details of the location of the pothole that caused **damage** to **your** vehicle, including the date and time of the **incident** and evidence that **you** have reported the pothole to the relevant **highway authority**, for example, a photograph which shows the size and depth (including details of the location, date and time of the incident) and relevant **highway authority** case reference number.
Excess	The amount **you** must pay as the first part of each and every claim as shown in **your policy schedule.**
Hire or Reward	Any public or private hire which includes any payment in cash or kind by (or on behalf of) passengers which gives them a right to be carried.
Imminent Claim	**Damage** that could give rise to a claim under this policy that **you** are or were aware of before the start date of this policy.
Incident	**Damage** as a result of hitting a **pothole** during the **period of insurance**.
Highway Authority	Any body or authority responsible for the management, maintenance, operation, or regulation of public roads, highways, or trunk roads within the United Kingdom.
Motor Vehicle	Means one of the following as detailed in **your policy schedule**: a) PRIVATE CAR (not being an invalid carriage) constructed for the carriage of passengers and their effects, is adapted to carry no more than seven passengers. b) BUSINESS CAR (not being an invalid carriage) constructed for the carriage of passengers and their effects and is adapted to carry no more than seven passengers that is used for personal and/or commercial business. c) MOTORCYCLE which is constructed with two wheels and powered by an engine. d) COMMERCIAL VEHICLE not exceeding 3.5 metric tonnes. e) MOTORHOME not exceeding 3.5 metric tonnes. of which **you** are the owner or which **you** are authorised to drive.
Period of Insurance	The period stated in **your policy schedule** that this policy is in force for.
Policy Schedule	The separate document **we** send **you** that includes details about **you** and what **you** are covered for.
Pothole	A depression or hollow in a public road surface caused by wear or subsidence.
We/Us/Our/Insurer	Collinson Insurance.
You/Your	The policyholder and any person authorised to drive the **motor vehicle** under the motor insurance policy.

WHAT IS COVERED

We will cover the cost of **damage** to **your motor vehicle's** wheels, tyres, suspension, bodywork/paint and/or headlights as a result of **you** hitting a **pothole**, up to a maximum of £2,000 during the **period of insurance** as listed in the table below.

Section	Claim Limit (per claim)
Tyres	£200 per tyre (up to £600 in total per **period of insurance**)
Wheels	£250 per wheel (up to £500 in total per **period of insurance**)
Wheel alignment / rebalancing	£150 per **period of insurance**
Suspension	£500 per **period of insurance**
Bodywork / paint including headlight replacement	£250 per **period of insurance**

WHAT IS NOT COVERED (EXCLUSIONS)

1. The **excess** payable for each claim as shown in **your policy schedule**.
2. **Damage** occurring outside of the United Kingdom, Channel Islands or the Isle of Man.
3. Any claim unless relating to **your motor vehicle** as detailed in **your policy schedule**.
4. Costs incurred as a result of the incident such as recovery costs for **your motor vehicle** to be towed to a repairer.
5. Any claim where **you** have not provided **evidence of the pothole**.
6. Any claim for **damage** where **you** were driving carelessly.
7. Any claim for betterment of parts. **You** will receive settlement on a like for like basis for any replacements in terms of quality of parts on a new for old basis.
8. Damage as a result of general wear and tear, lack of care, or poor maintenance.
9. Any claim where **you** were not driving the **motor vehicle**.
10. Any claim where the **motor vehicle** is being used:
    a) In any competition, trial, performance test, race or trial of speed, including off-road events, whether between **motor vehicles** or otherwise, and irrespective of whether this takes place on any circuit or track, formed or otherwise, and regardless of any statutory authorisation of any such event.
    b) For any purpose in connection with the motor trade.
    c) Any claim where the motor vehicle is being used for commercial use, business use class 3 or hire and reward unless such use has been declared to and accepted by the insurer and is specified as permitted use in the policy schedule, including use as a taxi, minicab, limousine or for courier work.
    d) For any purpose in connection with courier work to deliver food.
11. Any claim which happened before the **period of insurance or** that **you** were aware was an **imminent claim**.
12. Any claim resulting from war and/or terrorism.
13. Any claim resulting from:
    - Ionising radiation or radioactive contamination from any nuclear fuel or from any nuclear waste which results from burning nuclear fuel.
    - Radioactive, toxic, explosive, or other dangerous properties of any nuclear machinery or any part of it.

CONDITIONS APPLICABLE

1. Right of Recovery - **we** will take action with any relevant **highway authority** that caused the **damage,** in **your** name but at **our** expense to recover costs for the amount of any payment made under this policy.
2. Other Insurance – If **you** were covered by any other insurance payable following the **incident**, which resulted in a valid claim, **we** will only pay **our** proportionate share of the claim.
3. The insurance policy for **your motor vehicle** must be maintained, current and valid.
4. **We** will only give **you** the cover that is described in this policy if **you** have complied with the terms and conditions of this insurance policy, as far as they apply.
5. **You** must have a current and valid UK driving licence or hold a full internationally recognised licence.
6. This insurance is only valid if **you** are a permanent resident of the United Kingdom (England, Scotland, Wales and Northern Ireland), Channel Islands or the Isle of Man.
7. **We** have the right to approach any third party in relation to **your** claim.
8. **We** shall not provide cover or be liable to pay any claim or other sums, including return premiums, where this would expose **us** to any sanction, prohibition or restriction under United Nations resolutions, asset freezing or trade or economic sanctions, laws or regulations of the European Union, United Kingdom, and/or all other jurisdictions where **we** transact business.

HOW TO MAKE A CLAIM

Your Pothole Insurance claim will be handled on the **insurer's** behalf by MB&G Insurance Services Ltd.

When **you** become aware of a possible claim under this policy, **you** need to report it to **us** right away along with the evidence we require as part of the claim. **You** must report it within 31 days of the damage occurring.

To make a **Pothole** claim, go to:

https://mbginsurance.co.uk/claims/motor/pothole

It's the fastest and easiest way to submit **your** claim. If **you** don't have internet access, call **us** on 0191 259 6378 Monday to Friday, 9am – 5pm to start **your** claim.

CLAIMS SETTLEMENT

Your claim will be handled on a 'pay and claim' basis. **You** will have to pay the costs upfront and then send **us** valid itemised receipts/invoices and evidence for **our** review (such as your motor vehicle V5, MOT certificate and motor insurance document and photographs of the **damage** to **your motor vehicle**).

We will only accept receipts/invoices from a reputable garage ie. VAT registered or approved by an accredited automotive organisation.

When **your** claim is accepted, **we** will confirm **your** claims settlement value.

CANCELLATION BY US

We shall not be bound to accept renewal of any insurance and may at any time cancel any insurance policy by giving 14 days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **you** at **your** last known address.

Valid reasons may include but are not limited to:

a) Where **we** reasonably suspect fraud.
b) Non-payment of premium.
c) Threatening and abusive behaviour.
d) Non-compliance with policy terms and conditions.
e) **You** have not taken reasonable care to provide complete and accurate answers to the questions **we** ask.

Where **our** investigations provide evidence of fraud or a serious non-disclosure, **we** may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when **you** provided **us** with incomplete or inaccurate information, which may result in **your** policy being cancelled from the date **you** originally took it out.

If **we** cancel the policy and/or any additional covers **you** will receive a refund of any premiums **you** have paid for the cancelled cover, less a proportionate deduction for the time **we** have provided cover, unless the reason for cancellation is fraud and/or **we** are entitled to keep the premium under the Consumer Insurances (Disclosure and Representations) Act 2012.

FRAUD

You must not act in a fraudulent way. If **you** or anyone acting for **you**:

- Fails to reveal or hides a fact likely to influence whether **we** accept your proposal, **your** renewal, or any adjustment to **your** policy.
- Fails to reveal or hides a fact likely to influence the cover **we** provide.
- Makes a statement to **us** or anyone acting on **our** behalf, knowing the statement to be false.
- Sends **us** or anyone acting on **our** behalf a document, knowing the document to be forged or false.
- Makes a claim under the policy, knowing the claim to be false or fraudulent in any way.
- Makes a claim for any damage **you** caused deliberately or with **your** knowledge.

If **your** claim is in any way dishonest or exaggerated, **we** will not pay any benefit under this policy or return any premium to **you**, and **we** may cancel **your** policy immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **you** and inform the appropriate authorities.

COMPLAINTS PROCEDURE

We always strive to provide excellent service. However, if **you** have a complaint, please follow these steps.

1. If **your** complaint is about the sale of **your** policy, contact the broker who sold **you** the policy.

2. If **your** complaint is about a claim **you** made, contact MB&G Insurance by either:

- Email: CVT@mbginsurance.com
- Post: MB&G Insurance Services Limited, Colbalt Business Centre, Cobalt Park Way, Newcastle, NE28 9NZ
- Tel: 0191 259 6378

We will respond to **your** complaint within four weeks of receiving it. **Our** response will be **our** final decision based on the information provided. If there's a delay in **our** investigations, **we'll** explain the reason and give **you** an estimated timeframe for reaching a decision.

If, for any reason, **you're** still dissatisfied or haven't received a final answer within eight weeks, **you** have the right to escalate **your** complaint to an independent authority called the Financial Ombudsman Service (FOS). **You** can contact them using the details below:

The Financial Ombudsman Service
Exchange Tower, 1 Harbour Exchange Square, London, E14 9SR
Telephone: 08000 234 567 (free for people calling from a landline) or 0300 123 9 123
Email: complaint.info@financial-ombudsman.org.uk

Following this complaints procedure does not stop **you** from taking legal action.

FINANCIAL SERVICES COMPENSATION SCHEME

The Financial Services Compensation Scheme covers this policy. **You** may be entitled to compensation from this scheme if **we** cannot meet **our** liabilities under this policy. Further information about compensation scheme arrangements is available at www.fscs.org.uk or by telephoning 0207 741 4100.

DATA PROTECTION

How We Use the Information About You

As a data controller, **we** collect and process information about **you** so that **we** can provide **you** with the products and services **you** have requested. **We** also receive personal information from **your** agent on a regular basis while **your** policy is still live. This will include **your** name, address, risk details and other information which is necessary for **us** to:

- Meet **our** contractual obligations to **you.**
- Issue **you** this insurance policy.
- Deal with any claims or requests for assistance that **you** may have.
- Service **your** policy (including claims and policy administration, payments, and other transactions).
- Detect, investigate, and prevent activities which may be illegal or could result in **your** policy being cancelled or treated as if it never existed.
- Protect **our** legitimate interests.

In order to administer **your** policy and deal with any claims, **your** information may be shared with trusted third parties. This will include members of The Collinson Group, third party administrators, contractors, investigators, crime prevention organisations and claims management organisations where they provide administration and management support on **our** behalf. Some of these companies are based outside of the European Union where different data privacy laws apply. Wherever possible, **we** will have strict contractual terms in place to make sure that **your** information remains safe and secure.

We will not share your information with anyone else unless **you** agree to this, or **we** are required to do this by **our** regulators (e.g., the Financial Conduct Authority) or other authorities.

The personal information **we** have collected from **you** will be shared with fraud prevention agencies and databases who will use it to prevent fraud and money-laundering and to verify **your** identity. If fraud is detected, **you** could be refused certain services, finance, or employment. Further details of how **your** information will be used by **us** and these fraud prevention agencies and databases, and **your** data protection rights, can be found by visiting https://cifas.org.uk/fpn and https://insurancefraudbureau.org/privacy-policy.

Processing your data

Your data will generally be processed on the basis that it is:

- Necessary for the performance of the contract that **you** have with **us**.
- Is in the public or **your** vital interest: or.
- For **our** legitimate business interests.

If **we** are not able to rely on the above, **we** will ask for **your** consent to process **your** data.

How we store and protect your information

All personal information collected by **us** is stored on secure servers which are either in the United Kingdom or European Union. **We** will need to keep and process **your** personal information during the period of insurance and after this time so that **we** can meet **our** regulatory obligations or to deal with any reasonable requests from **our** regulators and other authorities.

We also have security measures in place in **our** offices to protect the information that **you** have given **us**.

How you can access your information and correct anything which is wrong.

You have the right to request a copy of the information that **we** hold about **you**. If **you** would like a copy of some or all of **your** personal information, please contact **us** by email or letter as shown below:

Email address: data.protection@collinsongroup.com
Postal Address: 3 More London Riverside, London, SE1 2AQ

This will normally be provided free of charge, but in some circumstances, **we** may either make a reasonable charge for this service or refuse to give **you** this information if **your** request is clearly unjustified or excessive.

We want to make sure that **your** personal information is accurate and up to date. **You** may ask **us** to correct or remove information **you** think is inaccurate.

If **you** wish to make a complaint about the use of **your** personal information, please contact **our** Complaints manager using the details above. **You** can also complain directly to the Information Commissioner's Office (ICO). Further information can be found at https://ico.org.uk.