



CUPRA

Document of Drive Away Car Insurance

Welcome

Thanks for choosing Cupra Car Insurance.

In this booklet, you'll find everything you need to know about your cover – including what is covered and what isn't – so please keep it safe with your personal details and certificate of insurance.

Our products meet the demands and needs of someone looking to insure their car. The level of cover and any optional extras you've chosen will be shown on your personal details. We haven't given you any advice or recommendations as to whether these products meet your specific insurance requirements.

Just so you know – our staff are paid a salary and may receive an annual bonus, but these are not directly influenced by your decision to purchase this policy.

All communications will be in English. You can get this and other documents from us in braille, large print or in an audio format by contacting us.

Duplicate cover

This product may not be suitable if you already have the same cover elsewhere e.g. with another insurer or broker, car manufacturer or other providers of car insurance. You'll need to consider whether you may be paying for duplicate cover and you should review your insurance requirements on a regular basis.

Your car insurance policy

Your certificate of motor insurance, your document of car insurance and personal details are the three documents that make up your contract with us. You've paid for us to give you insurance based on the details in your contract for the period on your personal details. Your policy is underwritten by Liverpool Victoria Insurance Company Limited.

Our commitment to you

We'll always:

- give you clear and correct information;
- be fair and reasonable;
- act as quickly as we can.

Giving us the correct information

It's important you give us correct information as we could cancel your car insurance back to the start date and/or not pay a claim if you don't. Please check your contract and let us know if you think anything is wrong or doesn't seem right. If you're not sure whether you need to tell us about something, please ask.

Useful information

To make a claim

0330 678 5259 (24 hours a day, 365 days a year).

Follow these simple steps:

- Phone us as soon as you can.
- If your car is stolen or vandalised, report this to the police first and note the crime reference number.
- Speak to us before you make arrangements to repair, replace your car or settle your claim.

To make a complaint

If you're not happy for any reason, we want to make sure things are put right. Please email cupracarinsurance@allianz.co.uk or call us on **0330 678 5259** (for Text Phone dial 18001 first), or write to the Customer Relations Manager, Cupra Car Insurance Complaints, County Gates, Bournemouth, BH1 2AT. Please quote your policy number in all correspondence.

More information can be found on insurewithcupra.co.uk/making-a-complaint. We can also send you our complaints procedure in the post. If you're not happy with the outcome of your complaint, you can contact the Financial Ombudsman Service within 6 months of receiving our final response letter. Phone: 0800 023 4567 or for more information, please visit financialombudsman.org.uk

Making a complaint will not affect your right to take legal action.

What happens if we can't meet our liabilities?

If we can't meet our liabilities, you may be able to claim from the Financial Services Compensation Scheme (FSCS). There are different levels of compensation depending on what kind of insurance you have:

- compulsory insurance, such as third party motor liability, 100% of the claim is covered
- non-compulsory insurance, such as accidental damage to your car, 90% of the claim is covered.

Please visit fscs.org.uk for more information.

Definitions

Wherever these definitions appear in this document of insurance, they will have the same meaning:

Accessories	specifically designed parts or products (including spare parts) for your car e.g. roof/cycle racks, roof boxes, electric car charging cables and wall boxes
Advanced Driver Assistance Systems (ADAS)	electronic systems fitted to your car that will assist the control of your car
AEVA 2018	the Automated and Electric Vehicles Act 2018
Automated Lane Keeping System (ALKS)	A system which allows the vehicle to drive itself in accordance with the AEVA 2018
Automated vehicle	a vehicle capable of, and type approved to drive itself in accordance with the AEVA 2018
Autonomous driving/mode	the mode which allows an authorised vehicle to drive itself, as allowed by the AEVA 2018
Certificate of motor insurance	forms part of your contract with us and is proof your car is insured as required by law. It shows the registration number, who can drive it and what your car can be used for
Contract	this document of car insurance, your certificate of motor insurance and your personal details
Cyber Attack	An act affecting any computer system or software of a motor vehicle, including but not limited to, computer virus, malware, ransomware, hacking, denial of service or unauthorised access, corruption or deletion of data
Document of car insurance	this booklet
Driving	includes using or being in charge of a car
Excess	the first amount of any claim which you must pay. There may be more than one excess, part of which may be a voluntary excess you've chosen. The total excess is shown on your personal details
Ignition device	a key or any other device which is used to gain entry and/or start your car
In-car equipment	audio equipment, permanently fitted car phone, dashboard/windscreen camera, DVD player, TV and satellite navigation equipment but excluding other communications devices such as smartphones/watches or tablets
Main driver	the person that drives your car most of the time
Market value	the cost of replacing your car with the same make, model and specification. Age, mileage and condition will be taken into account. We'll ask an engineer for advice, use motor trade guides and other sources to determine the market value at the time of the accident or loss. We'll consider the amount you could have reasonably got for your car if you sold it immediately before the accident, loss or theft and not the price you paid for it
Non-recommended repairer	a repairer that is not part of our approved repairer network
Over the air (OTA) updates	software updates and settings installed wirelessly such as functionality, performance and safety updates
Partner	your husband, wife, civil partner or partner you are permanently living with
Personal details	this document forms part of your contract with us and includes: ■ cover dates ■ name of the policyholder, drivers and their use ■ claims history of all drivers ■ car details ■ any conditions which vary the terms of your insurance

Definitions - continued

Policyholder	the person on the certificate and personal details named as the policyholder. This person is responsible for the policy, including paying the premium and who we'll correspond with
Recommended repairer	a repairer that is part of our approved repairer network
Total loss	the amount of damage to your car which means it's uneconomical or unsafe to repair or has been stolen and not recovered
Track days	using or driving on a racing track, circuit, airfield, test venue, derestricted toll road (including the Nurburgring/Nordschleife) or at a professionally or socially arranged off road event
We, our, us	Cupra Car Insurance is a trading name of Liverpool Victoria Insurance Company Limited
Wear and tear	gradual and/or unavoidable damage caused by general use over time
You, your	the person named as the policyholder on your personal details and your certificate of motor insurance
Your car	the insured car(s) shown on your personal details and certificate of motor insurance. Also includes any car loaned or hired to you under our recommended repairer service or by a garage or vehicle repairer while the insured car is there for a service, repair or MOT. Liability to other people also includes a trailer, caravan or broken down vehicle while they're being towed by your car.

Territorial limits and European cover

Territorial limits

Your insurance applies when you're in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands – including when your car is being transported between them, unless using an Automated Vehicle in autonomous mode where cover is only in Great Britain.

European cover

While you're travelling in EU countries and any other country that follows EU directives, we'll give you the minimum compulsory insurance required by law as long as your car is registered and normally kept in Great Britain or Northern Ireland.

Note: This cover is automatically provided when travelling to any of the countries listed on your certificate of motor insurance. Please ensure you take your certificate with you as proof of insurance. Guaranteed Hire Car only applies inside the territorial limits.

Use in other countries

If you'll use your car in countries not listed on your certificate of motor insurance you will not have any cover.

Damage repair process outside the territorial limits

If the damage to your car means it can't be safely driven from the scene of the accident, you may have to arrange recovery of your car. We'll reimburse any costs you pay for the roadside recovery once the claim's validated and you've submitted invoices and receipts. We'll decide how to settle your claim, and, in most cases, pay you a cash sum to replace the undriveable car or item you're claiming for. The most we'll pay is the market value of the car. We recommend you take your V5 or VE103b document with you to help us process your claim. If the vehicle is driveable, upon your return to the UK, we'll deal with your claim in line with our normal repair process in the territorial limits.

Section 1 Damage to your car

If your car and/or its accessories are damaged by accident or vandalism (even in your garage) we'll either:

- pay for it to be repaired; or
- replace what's damaged; or
- pay the market value of your car if it's a total loss (and when we've agreed this with you, your car will become our property).

Damage caused by using wrong fuel

If you've accidentally started your car after using the wrong fuel, we'll pay to fix the resulting damage to the engine and drain & flush the fuel tank. You'll just have to pay your excess. We'll agree with you how best to arrange repair – if you've already made arrangements we'll only consider payment if you provide us with receipts for the work.

Section 2 Fire and theft

If your car and/or its accessories (even in your garage) are lost or damaged by fire, lightning, explosion, theft or attempted theft, we'll either:

- pay for it to be repaired; or
- replace what's lost or damaged; or
- pay the market value of your car if it's a total loss (and when we've agreed this with you, your car will become our property).

What isn't covered under sections 1 and 2

We won't pay for:

- loss or damage to your car by theft (or attempted theft) if:
 - your car has been left unlocked or with a window or roof open;
 - the engine has been left running when unattended;
 - your car doesn't have an active and working tracking device (this only applies to you if "Tracking device" appears under "Insurance conditions" in your personal details);
 - the ignition device is left in, on or attached to your car or left in the immediate proximity of the car or in range of where the ignition device is effective.
- damage to the ignition device caused by wear and tear;

- wear and tear, your car losing value, or for any repairs that have made the condition of the car better than it was before the loss or damage happened;
- mechanical, electrical, electronic or computer failures (including failure caused by hacks, viruses or malware), breakdowns or breakages;
- damage to tyres caused by braking, punctures, cuts or bursts;
- any part or accessory at a cost higher than listed in the manufacturer's latest list price in the UK. If such a list price is not available the most we'll pay is the manufacturer's latest list price in the UK for an equivalent part or accessory;
- additional costs if a part or accessory isn't available. This includes the cost of importing any part or accessory into the UK;
- loss or damage to your car caused by:
 - deception, fraud or trickery, such as when you're selling your car;
 - it being confiscated or destroyed by or under official order of any government, public or local authority;
 - it being returned to its rightful owner;
 - you not taking care to protect your car. (See care of your car under the general conditions section);
 - known manufacturer defects;
 - a Cyber Attack.
- you being unable to use your car or any other indirect loss, such as travel expenses or loss of earnings;
- loss or damage where your car is driven or used without your permission by a family member or persons living in your household unless you report them to the police;
- deliberate damage caused to your car by anyone insured under your policy;
- loss or damage to any trailer, caravan or broken down motor vehicle whether or not it's being towed by or attached to your car;
- additional damage caused by your car being moved by anyone after an accident, fire or theft;
- loss or damage caused by OTA updates that are not approved by your car's manufacturer;
- loss or damage caused by failure to install and/or accept OTA updates recommended by your car's manufacturer;
- loss or damage to your car caused by the use of a remote parking function or vehicle summon system, unless the user is a named driver of your car and has a clear view of the vehicle. Where we have to make a payment for any liability under the Road Traffic Act, we reserve the right to recover the payment from you or the person using the system;
- loss or damage to your car that happened before your policy start date;
- the excess shown on your personal details.

How your claim's settled under sections 1 and 2

Ownership

If your car belongs to someone else, or is under a hire purchase or leasing agreement, we'll pay the legal owner the market value.

Total Loss

In the event of a Total Loss, where your car is on finance, we'll contact the finance company using your personal information to discuss the outstanding balance on your loan. Once the finance company has been paid, any monies left over will be paid directly to you. If there is an outstanding balance after we have paid the claim, you would need to contact the finance company directly.

Repairs

Repairs will be arranged with you if the loss or damage is covered.

Our repairers may use parts or accessories that haven't been made by your car's manufacturer or refurbished/undamaged green parts but will still be a similar type and quality. This will not affect any manufacturer guarantee.

When using our Recommended Repairer Service, the labour on repairs is guaranteed for the life of the car as long as you're the owner. Parts are subject to their own guarantee periods from the manufacturer.

New Car Replacement

If you or your partner bought your car from new, have had it for less than a year and you or your partner are the first and only registered keeper and either:

- the estimated cost of repairing it is more than 50% of the manufacturer's list price (including taxes and accessories) when the damage or loss happened; or
- it's stolen and not recovered;

we'll replace your car with a new one of the same or similar specification. If there isn't one available in the UK, we'll pay you the price you paid for your car or the manufacturer's current list price (including taxes) whichever is less. We'll then own your damaged car.

In-car equipment

There's unlimited replacement cover if the equipment was fitted by the car's manufacturer when your car was first registered.

Non manufacturer fitted in-car equipment

We'll pay for permanently fitted or portable equipment up to £1,000. Portable equipment must have been kept out of sight in the glove box or locked boot at the time of a theft claim.

Child car seats

We'll replace any child seat with a new one of the same quality, even if it looks un-damaged after a theft, accident or fire.

Excesses that apply

Your personal details will show what excess you need to pay if you claim and also the additional excess if you choose a non-recommended repairer.

Excesses apply per claim and per car.

Section 3 Liability to other people

What's covered

As a result of any accident involving your car (or other vehicles your certificate shows you can drive), we'll pay the amount you're legally responsible for:

- following death of or injury to other people; and
- up to £20,000,000 for damage to their property.

Other people we'll insure:

- people you allow to drive or use your car and are named on your certificate of motor insurance and personal details;
- passengers (includes getting in and out of your car);
- the employer or business partner of the person driving or using your car for their business and are named on your certificate of motor insurance and personal details;
- the legal representative of someone that's died - if the deceased person would've been entitled to protection under this section.

Legal costs

If you claim under this policy, we'll pay your reasonable legal costs and expenses for:

- solicitors' fees for representation at a coroner's inquest, fatal accident inquiry or court of summary jurisdiction; and
- defence of any legal proceedings for manslaughter or causing death by dangerous or reckless driving;
- When deciding what's reasonable we'll look at the level of expertise needed, the nature of the case, legal representative costs and whether legal representation for defence of a prosecution is likely to affect the outcome.

Emergency medical treatment

Following an accident in your car, we'll pay for emergency medical treatment as required under the Road Traffic Act.

Electric charging cables

We'll provide cover if you're found to be legally responsible for an accident involving your car that injures someone. This includes accidents caused by an electric charging cable when attached to your car and in use, as long as you have taken due care to prevent such an accident. This cover is extended to your car only.

We won't pay for:

- any deliberate act (by you or any person driving your car) that directly or indirectly causes injury, loss, damage or death;
 - injury or death to an employee who is employed by anyone insured under this cover, unless they're a passenger in any vehicle that has insurance under this section;
 - legal responsibility which is covered by any other insurance;
 - loss of or damage to any car which is covered by this section;
 - loss of or damage to any trailer, caravan or vehicle (or their contents) while being towed by or attached to any car covered by this section;
 - the loss of or damage to any property which belongs to or is in the care of any person claiming under this section;
 - more than £20,000,000 for any claim or series of claims from one event for loss of or damage to property (including all costs and expenses up to £5,000,000);
 - liability to any third party for injury or damage sustained, whilst the accessories are not being used by the insured vehicle;
 - liability to third parties from charging cables when due care hasn't been taken;
 - any losses to your property as a result of a charge point being hacked.
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Section 4 Use by the motor trade, hotels and car parks

We won't apply an excess or any driving restrictions for damage under sections 1 and 2, while your car is with:

- the motor trade for service/repair/recovery; or
- any valet parking or similar commercial organisation for parking purposes.

Section 5 Automated vehicles

This section is designed to let you know what your policy will cover you for in the event of a claim if your car is an automated vehicle and is in autonomous mode including but not limited to ALKS.

Accidents caused by your automated vehicle are covered when it is driving itself in accordance with AEVA 2018 on a road or other public place in Great Britain.

When the car is in autonomous mode we'll cover:

- Injuries or death of any person, including you or any other person named on your Certificate of Motor insurance, and with your permission is in charge of your automated vehicle.
- Damage to any third party property up to the liability to other people limit on the policy.
- Personal belongings up to the limit stated on the policy.

We won't cover

- Accidents which take place outside of Great Britain.
- Any loss or injury caused by a failure to accept and/or install safety-critical software updates that anyone named on the policy knows or ought to reasonably know are safety-critical before using autonomous mode.
- Any loss or injury caused by alterations to your vehicle's software, or modifications to the vehicle, by anyone named on your policy or with the insured person's knowledge.
- Property which is owned or under the care of anyone named on your policy using your vehicle at the time of the accident.

If we need to make a payment under the Road Traffic Act, we reserve the right to recover any amounts from you or anyone named on your policy.

Section 6 Windscreen and window glass

You're covered for damage to the windscreen or window glass including sun-roofs, ADAS recalibration costs and any resultant scratching of the bodywork.

We may use a suitable replacement not supplied by the original manufacturer but it will be of a similar quality.

You'll need to pay an excess if the windscreen or window glass is replaced or repaired – your personal details show how much you'll need to pay and also the additional excess if you choose a non-recommended repairer to complete the replacement – including recalibrations on cars fitted with ADAS.

We won't pay more than the market value of your car or repair or replace any windscreens or windows not made of glass.

Section 7 Guaranteed hire car

We'll guarantee a hire car when:

- your car is with our recommended repairer service until it's fixed;
- the loss or damage happened within the territorial limits of the policy.

The hire car will be provided by our recommended repairer service or a hire company of our choice. You'll be insured for comprehensive cover and all your other policy terms and conditions will be the same. The use of the hire car is restricted to the territorial limits of the policy.

You must return the hire car when asked to and pay for any fuel or electricity used (plus any tolls and fines). You're not covered to drive the hire car if your insurance expires.

Your personal details show you have:

- Basic hire car – this is usually a small 3 door hatchback.

Section 8 Personal accident benefits

What's covered

We'll pay the amount shown on your personal details if you, your partner or a named driver are injured in, getting in or out of your car and the injury alone within 12 months of the accident, causes:

- death;
- permanent loss of any limb above the wrist or ankle;
- permanent and total loss of use of any limb above the wrist or ankle;
- permanent and total loss of hearing in one or both ears;
- permanent and total loss of sight in one or both eyes; or
- permanent total disablement, resulting in an inability to do any sort of work for the remainder of their life.

We'll pay the injured person or their legal representative.

We won't pay:

- any more than the amount shown on your personal details during any one period of cover;
- for any injury or death resulting from suicide or attempted suicide;
- for any injuries if the driver of your car is convicted of an alcohol or drugs related motoring offence as a result of the accident;
- for any injuries if the driver of your car is proven, following a coroner's inquest or fatal accident inquiry, to be driving whilst unfit through alcohol or drugs, whether prescribed or otherwise at the time of the accident; or
- for injuries caused to anyone failing to wear a seat belt when required by law.

Section 9 General exceptions

These apply to the whole contract and in addition to the exclusions under each section of this document of insurance.

Telling us about any changes and accepting your cover

This insurance won't apply unless:

- you tell us about any changes (please see the list in section **10.3, general conditions**); and
- we've agreed to cover you and issued new personal details and where necessary a new certificate of motor insurance.

Driving and use

This insurance won't apply if any car (including accessories) your policy allows you to drive is being driven and/or used with your permission:

- other than when in line with your certificate of motor insurance and/or your personal details;
- by anyone that's not named on your certificate of motor insurance and/or your personal details;
- by anyone that doesn't hold a valid driving licence, is disqualified from driving, has never held a driving licence or who is prevented by law from holding a driving licence;
- by anyone that's breaking the conditions of their driving licence;
- for any type of delivery/couriering, renting it out, peer to peer hire schemes (including when the hirer is using your car) or use for hire and reward such as use as a taxi including ride sharing/hailing, even when top up insurance may be provided by a third-party provider for hire and reward;
- for racing, pace making, speed trials, track days or for competing in National British A or International rallies;
- for any use in connection with the motor trade apart from for the overhaul, upkeep or repair of your car;
- when towing a caravan, trailer or broken down vehicles for payment or reward;
- for towing more than one caravan, trailer or broken down vehicle at the same time;
- in the operational boundaries of any airport or airfield except when required under the Road Traffic Act;
- for the purposes of renting or hiring out vehicle charging cables or wall boxes;
- for criminal purposes (including avoiding lawful apprehension);
- for a deliberate or reckless act with the intention of self-harm, suicide, causing damage or fear of damage to other vehicles or property and/or causing injury or fear of injury to any person.

Contractual liability

Any liability resulting only from a contract or agreement you have with somebody else isn't covered.

Radioactivity, pollution and contamination

We won't pay for any loss, damage, liability or cost directly or indirectly caused by:

- radiation or contamination from nuclear fuel or nuclear waste or from burning or explosion of nuclear fuel;
- the radioactive, toxic, explosive, hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or its component parts;
- any weapon or device using atomic or nuclear fission or fusion or radioactive force or matter;
- pollution or contamination – unless it's caused by an accidental sudden, unexpected, and identifiable incident that happens during the period of your cover.

War, terrorism, riot, civil unrest

We won't pay for any loss, damage, liability or cost directly or indirectly caused by or in the event of:

- conflict, war (whether or not war is declared), civil war, terrorism (by cyber and/or nuclear and/or chemical and/or biological and/or radiological means), politically motivated unrest, rebellion or revolution except when required by the Road Traffic Act; or
- riot or civil unrest that happens outside the UK.

Alcohol and drugs

We won't pay more than our legal liability under compulsory motor insurance legislation for any claim if the driver of your car at the time of the accident:

- is found to be over the permitted limit for alcohol or drugs, either through roadside test or evidentiary sample;
- is unfit to drive through alcohol or drugs, whether prescribed or not: or
- fails to give a swab, breath, blood or urine sample, when required to do so, without lawful reason.

Where we're required to make a payment in such circumstances, we reserve the right to recover any such payments from you or the driver of your car at the time of the accident.

Cyber

We won't pay for any loss, damage or liability directly or indirectly arising from:

- any Cyber Attack affecting your car except when required by the Road Traffic Act;
- any loss of, corruption of, or access to data due to a Cyber Attack;
- any costs and/or ransom demand to gain access to your car or its features, as a result of a Cyber Attack;
- any loss of, corruption of, access to or use of software and/or features.

We won't pay the costs of investigative diagnostics and/or remedial action.

Section 10 General conditions

1. Care of your car

- Protect – always protect your car from damage or loss (whoever is in charge).
- Tracking devices – if you need to fit or already have a tracking device (your personal details will show if one is needed), it should be on and working when your car is left unattended. We won't pay a theft claim if it isn't.
- Ignition device – you must always close windows and sun-roofs, lock your doors and take your ignition device with you when you leave your car unattended.
- Roadworthy condition – we may ask to examine your car, send us evidence of a valid MOT (if one is needed) and/or proof your car is regularly maintained and kept in a road legal condition .
- Software Updates – you must keep the ADAS/ALKS, safety and security system software of your car up to date and you must not modify it other than in accordance with any manufacturer's instruction, either by physical or OTA updates.

2. Advanced Driver Assistance systems (ADAS)

If your car is fitted with ADAS, you must follow the manufacturer's instructions and load any software and/or safety related updates. If you don't, your insurance won't be valid, we may avoid or cancel (treat it as if it never existed) and we won't pay any claims for loss or damage. If we need to make a payment under the Road Traffic Act, we reserve the right to recover any amounts from you or the driver of your car.

If we repair your car following an accident, we'll arrange for any resultant defects in any ADAS that have been fitted to your car to be repaired or recalibrated – but if we're not repairing your car, you must immediately arrange for the defect to be rectified, replaced or recalibrated.

3. Giving us correct and up to date information

Please answer all the questions truthfully and to the best of your knowledge, (for everyone covered under your policy) when you take out or amend your policy. Your personal details show the answers you've given - if anything is wrong, you need to correct it as soon as possible.

Changes you need to tell us about

You must tell us as soon as possible if:

- your personal details change, such as your name or marital status;
- you change your car;
- the main driver has changed or you want to add or remove a driver;
- you change the registered keeper;
- you change the way you use your car, e.g. from social, domestic and pleasure with commuting to business use;
- you move house or change the address of where you keep your car;
- changes are made to the manufacturer's standard specification, which improve the value, appearance, performance or handling of your car;
- a payment has been made for an OTA update that increases performance (acceleration and speed). You only need to notify us the first time this is done;
- your driving licence has changed, such as it is now withdrawn;
- you change occupation - including part time work.

You won't be covered for any of the above changes until we've agreed to give cover and issued new personal details and, where appropriate a new certificate of motor insurance.

If you don't tell us about the changes, we may reject the claim or reduce the payments we make. If the change means we can't insure you any longer, we'll give you notice of cancellation (please see **section 10.10 general conditions** – our rights to cancel your insurance).

Documents and information we might need from you

To help us validate your details, we may ask you to send us documents, information or allow us to access databases. This could include your car registration document, proof of your address and a copy of your utility bill.

If you don't send us these documents/information or give us permission to access a database, we may have to cancel your policy.

4. Misrepresentation, fraud and financial crime

If you or anyone representing you:

- give us misleading or incorrect information to any of the questions asked when applying for or amending this insurance;
- fail to let us know about changes to the details we have about you or your cover;
- deliberately misleads us to obtain cover, a cheaper premium or more favourable terms;
- send us false documents;
- make a fraudulent payment by bank account and/or card;

we may:

- amend your policy with the correct information, apply any relevant terms and conditions;
- reject a claim or reduce the amount of payment we make;
- cancel or avoid your policy (treat it as if it never existed), including all other policies you have with us and apply a cancellation charge.

Where fraud is identified, we'll also:

- recover from you any costs you've caused us to pay;
- pass details to fraud prevention and law enforcement agencies whose members may access and use this information. Other insurers may also see this information.

4.1 Claims fraud

If you or anyone representing you gives us misleading or incorrect information when making a claim or part of any claim that is fraudulent, false or exaggerated, you will lose all benefits under this policy from the date of the fraudulent claim(s).

We may also:

- reject the claim or reduce the amount of payment we make;
- cancel all other policies you have with us and retain all premiums you've paid;
- get back from you any costs you've caused us to pay; and
- pass details to fraud prevention and law enforcement agencies whose members may access and use this information. Other insurers may also see this information.

4.2 Sanctions

Cupra can't provide you with cover and won't be liable to pay any claim if doing so exposes Cupra to any sanction, prohibition or restriction under United Nations resolutions. This also includes the trade or economic sanctions, laws or regulations of the United Kingdom, European Union or United States of America. If you are found to be subject to, or associated with, such sanctions we may cancel or void your policy (treat it as if it never existed), including all other policies which you may have with us, and apply a cancellation charge.

5. Accident and claims procedure

You or any other person driving under this insurance cover must:

- let us know when anyone covered by this policy has had an accident;
- let the police know if your car or its contents are stolen or vandalised as we'll need the crime number;
- send us all communications from other people involved, without replying;
- immediately tell us about and send to us, any notice of intended prosecution, inquest, fatal inquiry or any writ, summons or process without replying;
- co-operate and give us all the details of your claim to help us validate and process it such as purchase receipts, valuations, photographs and reports;
- give us access to review and use data stored by your car or its manufacturer to help us deal with any claims made against your policy including by any third parties;
- give us access to any dash cam footage for the purpose of helping us to deal with any claims made against your policy including by any third parties;
- help us to pursue a recovery (where applicable) against a third party.

You must not, without our consent:

- negotiate or admit responsibility; or
- make any offer, promise or payment.

We're entitled to:

- have total control to conduct, defend and settle any claim; and
- take proceedings, in your name or in the name of any other person claiming under this insurance, at our own expense and for our own benefit to recover any payment we've made or to pursue a claim for damages.

We won't make any refund or pay for any claim where we are legally prevented from doing so, for example by a court order or sanction.

6. Other insurances

If any loss, damage or liability is covered by this insurance and another insurance policy, we'll only pay our share. This condition doesn't apply to **section 8, personal accident benefits**.

7. Compulsory insurance laws

If we have to make a payment under the law of any country, that we wouldn't normally have to make, you must repay us that amount.

8. Car sharing

It won't affect your insurance cover if you accept money from passengers as part of a car sharing arrangement if:

- they're being given a lift for social or similar purposes;
- your car isn't built or adapted to carry more than eight passengers;
- this isn't part of a business of carrying passengers; and
- you don't make a profit from the money you get.

9. Voluntary use

Cover for volunteering is included as long as you don't accept payment or income other than reasonable expenses to cover running costs such as fuel.

10. Cancellation

Our rights to cancel your insurance

We'll cancel your insurance:

- we find any misrepresentation or any attempt to gain an advantage under this policy to which you're not entitled, please see section 10.4 general conditions;
- we find you or anyone covered under this policy is involved in, or associated with criminal activity, fraud and/or financial crime;
- you or anyone else insured hasn't met the terms and conditions in this document including those on your personal details;
- your circumstances have changed and we can't insure you;
- you behave inappropriately for us to continue your insurance, e.g. if you harass or show abusive, threatening, racist, sexist or any other anti-social or discriminatory behaviour towards our staff.

We'll send you a letter or email letting you know the cancellation date and the reason why we're cancelling your insurance.

11. Administration charges

We do not charge an administration fee to make changes to your cover.

12. The law that applies to your insurance

The law of England and Wales applies to your contract with us. If you live in Guernsey or Jersey, the law of these islands will apply.

A summary of our privacy notice

The full notice can be found on the Allianz UK website: allianz.co.uk/partner/dataprotection.

If you would like a printed copy of our Privacy Notice, please contact the Data Rights team using the details below.

Liverpool Victoria Insurance Company Limited is the data controller of any personal information given to us about you or other people named on the policy, quote or claim. It is your responsibility to let any named person know about who we are and how this information will be processed.

When we refer to “we”, “us” and our in this notice it means Allianz Insurance plc, Liverpool Victoria Insurance Company Limited, and Liverpool Victoria General Insurance Group Limited who are all part of the Allianz UK Group which includes insurance companies, insurance brokers and other companies owned by the Allianz UK Group. Please see link for a detailed list of these companies here: allianz.co.uk/about-allianz/our-organisation.

Anyone whose personal information we hold has the right to object to us using it. They can do this at any time by telling us and we will consider the request and either stop using their personal information or explain why we are not able to.

Under data protection law, you have rights we need to make you aware of. The rights available to you depend on our reason for processing your information.

You have the right to:

- access the personal information we hold about you, or anyone on the policy
- correct personal information you think is inaccurate or to update information you think is incomplete
- have personal information deleted in certain circumstances
- restrict us processing personal information, under certain circumstances
- receive personal information in a portable format. This only applies to information you have provided to us
- object to us processing personal information, under certain circumstance.

You can also ask us to review an automated decision.

If you wish to exercise any of your data protection rights, you can do so by contacting our Data Rights team:

Telephone: **0208 231 3992**. Email: datarights@allianz.co.uk. Address: Data Rights team, Allianz Insurance PLC, PO box 5291, Worthing, BN11 9TD.

Any queries about how We use personal information should be addressed to Our Data Protection Officer:

Telephone: **0330 102 1837**. Email: dataprotectionofficer@allianz.co.uk. Address: Data Protection Officer, Allianz Insurance PLC, PO box 5291, Worthing, BN11 9TD.

To make a claim

24 hours a day, 365 days a year

0330 678 5259

For windscreen claims

0330 678 5557

For Text Phone first dial 18001.

Calls will be recorded for training and monitoring purposes.

You can get this and other documents from us in braille, large print or in an audio format by contacting us.

Cupra Car Insurance is arranged, underwritten and administered by Liverpool Victoria Insurance Company Limited, which is an Allianz Group company, registered in England and Wales company number 3232514. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, Firm Reference Number 202965. Registered Office Address: 57 Ladymead, Guildford, Surrey, GU1 1DB.

Cupra Car Insurance is a trading name of Liverpool Victoria Insurance Company Limited.

Volkswagen Financial Services Limited (VWFS UK) acts as an introducer to Liverpool Victoria Insurance Company Limited in respect of Cupra Car Insurance, registered in England and Wales Company Number 2835230 (Registered Office Address: Brunswick Court, Yeomans Drive, Blakelands, Milton Keynes MK14 5LR). VWFS UK is authorised and regulated by the Financial Conduct Authority, registration number 311988. Authorisation details for both organisations can be checked on the Financial Services Register by visiting fca.org.uk/firms/financial-services-register.

Volkswagen Financial Services Limited UK and Liverpool Victoria Insurance Company Limited are not part of the same corporate group.