

the pothole to the relevant local authority, for example, a photograph which shows the size and depth (including details of the location, date and time of the incident) and local 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 .
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 .
Local Authority	The council responsible for maintaining and repairing highways.
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 and is adapted to carry no more than seven passengers. b) MOTORCYCLE which is constructed with two wheels and powered by an engine. 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 person named in the policy schedule and the motor insurance policy.

WHAT IS COVERED

We will cover the cost of **damage** to **your motor vehicles** 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. Any claim unless relating to **your motor vehicle** as detailed in **your policy schedule**.
3. Any claim where **you** have not provided **evidence of the pothole**.
4. Any claim for **damage** where **you** were driving carelessly.
5. 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.
6. Claims for general wear and tear, lack of care, or as a result of poor maintenance.
7. Any claim where **you** were not driving the **motor vehicle**.
8. 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.
9. Any claim which happened before the **period of insurance** that **you** were aware was an **imminent claim**.
10. Any claim resulting from war and/or terrorism.
11. 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 **local 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. 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.
4. **You** must have a current and valid UK driving license or hold a full internationally recognised license.
5. 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.
6. We have the right to approach any third party in relation to **your** claim.
7. 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 **XXXXXXX**.

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://

It's the fastest and easiest way to submit **your** claim. If **you** don't have internet access, call us on **0344 856 XXXX** to inform us about **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 we will pay **you** back once **you** have sent **us** valid itemised receipts/invoices to enable us to review **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 Davies Group:

- Email: customer.care@davies-group.com
- Tel: 0344 856 2015

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.

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>.