# **cinch**Cover



# Scratch & Dent Insurance Terms & Conditions

# Who arranges and provides your policy?

This policy has been arranged for **You** by Cinch Cars Limited acting as the **Distributor** for London General Insurance Company Limited (the **Insurer**). The **Insurer** has appointed TWG Services Limited as the **Administrator**.

Assurant is a trading name of both London General Insurance Company Limited and TWG Services Limited.

#### Useful contact details;

Contact the **Administrator** for claims, cancellations and policy amendments on 0333 220 6622 (Monday – Friday, 9:00am to 5:00pm) or email <u>cinchcover@assurant.com</u>.

Whenever **You** contact them please quote **Your Vehicle** registration or the policy number on **Your Policy Schedule**.

In return for **Your** payment of the premium, the **Insurer** agrees to insure **Your Vehicle** in accordance with the terms and conditions provided to **You** in writing by **Us**.

#### 1. About Your Scratch and Dent Insurance

Your Scratch and Dent Insurance is designed to cover or to contribute towards the cost of bodywork repairs in the event Your Vehicle suffers Minor Cosmetic Damage within the Period of Cover.

Please familiarise yourself with the benefits covered in section 5 and exclusions covered in section 6 of the policy. Please also check that **You** do not already have cover in place which would make this policy unsuitable for **Your** needs.

This terms and conditions wording includes important details about the cover provided and any exclusions that may apply. It must be read in conjunction with **Your Policy Schedule**. The **Policy Schedule** shows the **Vehicle** that is covered by this Scratch and Dent Insurance.

Words with special meanings have been listed within the definitions at Section 3 below. These words are printed in bold whenever they appear in this terms and conditions document. If **You** have any questions relating to claims or if there is anything that **You** do not understand, or **You** need to cancel or amend **Your** policy please contact the **Administrator** on 0333 220 6622 (Monday – Friday, 9:00am to 5:00pm) or email <u>cinchcover@assurant.com</u> or by writing to: Motor Administration Department, TWG Services Limited, The Aspen Building, Floor 2, Vantage Point Business Village, Mitcheldean, Gloucestershire, GL17 0AF.

Please read these terms and conditions carefully as **Your** failure to comply with any of its terms may render **Your** Scratch and Dent Insurance invalid and could jeopardise the payment of any claim which might arise. This document tells **You** what is covered, how **Your** policy and claims are administered and other important information.

Contact the **Administrator** if **You** need to make any changes to the information disclosed when **You** arranged this insurance. They will also help **You** with any questions **You** may have in relation to the policy as well as deal with any claims.

#### 2. Eligibility

You are eligible for Scratch and Dent Insurance if at the **Start Date** and during the **Period of Cover**:

- Your Vehicle is ten years or under and has covered less than 100,000 miles at the **Start Date** of the policy
- Your Vehicle has a standard paint colour or finish which is not considered specialist, non- standard or an exclusive paint colour or finish, for example: selfhealing paint, body wrap, chrome illusion paint, two tone paint finish or matt finishes;
- You have purchased this policy no later than 30 days of taking delivery of Your Vehicle;
- You reside in the United Kingdom or You are a partnership, company or other legal entity registered in the United Kingdom;
- You have paid the premium including applicable taxes;
- Your Vehicle is not an excluded vehicle (see below) and does not exceed 3,500kg in weight.

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Please note Scratch and Dent Insurance excludes the following vehicles in all circumstances:

Commercial or light commercial vehicles, delivery vehicles, panel vans, motorcycles, scooters, three wheeled vehicles, kit-cars, quad bikes, caravans or motor homes, trailers, boats, left-hand drive vehicles, grey imports, vehicles used for hire or reward (for example taxis, self-drive hire or driving schools, delivery courier), vehicles capable of carrying more than 8 passengers or a vehicles used in any sort of rally, speed testing, 4x4 off-roading, racing or any kind of competition or trial. **Your Vehicle** must not be insured on any type of motor trade insurance policy or for class 3 business use.

#### 3. Definitions

The following words will have the meanings described below wherever they appear in this document:

**Administrator**: TWG Services Limited is authorised and regulated by the Financial Conduct Authority, Financial Services Register No. 312440.

**Bodyshop Repair**: where the damage cannot be repaired using repair techniques for **Minor Cosmetic Damage** and is deemed only repairable by a bodyshop.

**Chip**: a chip on **Your** paintwork on **Your Vehicle** not more than 1.5cm in diameter and 3mm in depth.

**Claims Limit**: the maximum number of claims for repairs **You** can make during the **Period of Cover**. A repair required to another area of the **Vehicle** or caused by a separate **Incident** but notified at the same time, will count as a separate claim.

**Distributor**: Cinch Cars Limited is an appointed representative of ITC Compliance Limited which is authorised and regulated by the Financial Conduct Authority, Financial Services Register No. 313486.

**Incident**: the cause of the **Minor Cosmetic Damage** for which **You** are making a claim.

**Insurer**: London General Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, Financial Services Register No. 202689.

**Light Scratch**: a scratch on **Your Vehicle** not more than 30cm in length and 3mm in depth.

Minor Cosmetic Damage: A Chip, Minor Dent, Light Scratch and/or Scuffed Bumper caused by a single Incident, where the total damaged area is no larger than 30cm in diameter and 3mm in depth and, in the case of a Chip(s) is no larger than 1.5cm in diameter and 3mm in depth. Any one claim is limited to one Minor Cosmetic Damage repair, unless in the case of multiple damages caused by a single Incident where the total end to end size of the furthermost points of the combined damaged area is no larger than 30cm in diameter or 3mm in depth. Any damage which is greater than these limits or are estimated to exceed four hours to complete will not be considered to be **Minor Cosmetic Damage**.

**Minor Dent**: a dent on **Your Vehicle** not more than 30cm in diameter and 3mm in depth.

**Period of Cover**: the period as noted on **Your Policy Schedule** for which **We** have agreed to provide Scratch and Dent Insurance in accordance with this terms and conditions document.

**Policy Schedule**: We will issue this to You as part of these terms which contains important information about You, Your Vehicle, the Start Date, the end date and the premium.

**Repairer**: the person or company authorised by **Us** to carry out a repair to **Your Vehicle**. This is a mobile repair solution where the **Repairer** will repair **Your Vehicle** at a convenient location of **Your** choice either at **Your** home or place of work. The **Repairer** must work off the road for safety and legal requirements.

Scratch and Dent Repair: A repair technique suitable for repairing Minor Cosmetic Damage. This repair technique involves restoring eligible damaged areas as close as possible back to their original condition, however no repair will be identical to the original automotive factory finish.

**Scuffed Bumper**: a scuffed or dented area on the bumper of **Your Vehicle** not more than 30cm in diameter, 3mm in depth and where the bumper is not perforated or cracked.

**Start Date**: the date on which **Your** Scratch and Dent Insurance starts as noted on **Your Policy Schedule**.

**Touch-in repair**: A repair to a **Chip** on a horizontal surface, such as the bonnet, roof or top of the boot (on a saloon car). A **Touch-in repair** involves the **Minor Cosmetic Damage** being colour- matched and painted as close as possible to the original finish. A **Touch-in repair** will be weatherproof but will still be visible.

Vehicle: the Vehicle described in Your Policy Schedule.

**We/Us/Our**: TWG Services Limited, **Administrator** for and on behalf of London General Insurance Company Limited.

You/Your: the person named in Your Policy Schedule.

#### 4. Other ways to receive this information

If **You** would like this document or **Your Policy Schedule** in another format, such as large print, Braille, or on CD, please call **Us** on 0333 220 6622.

#### 5. Cover provided

In return for the payment of the appropriate premium, We will provide Scratch and Dent Insurance to cover the cost of repairs in full for Minor Cosmetic Damage to Your Vehicle, or where appropriate a Touch-in repair, subject to the terms and conditions, up to the

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#### Claims Limit during the Period of Cover.

In the event **You** take **Your Vehicle** to a country within the European Economic Area (EEA), and an **Incident** occurs, **We** will only repair the damage when **Your Vehicle** is returned to the UK. Please register **Your** claim when the damage occurs as per **Your** terms and conditions to prevent **Your** claim being declined.

The maximum number of claims is 18 over the **Period** of Cover.

In the case of multiple damages being caused by the same **Incident**, if the total damaged area when measured from the furthest most points of the combined damaged area are both no more than 30cm in diameter and 3mm in depth and, in the case of a **Chip**, both no more than 1.5cm in diameter and 3mm in depth then this will be considered **Minor Cosmetic Damage** and the repair of the damages (where possible) will be treated as one claim.

If a **Scratch and Dent Repair** technique cannot be used to repair **Minor Cosmetic Damage** on **Your Vehicle** under this policy, the policy will contribute up to a maximum of £250 including VAT towards the cost of having a **Bodyshop Repair**.

#### 6. Exclusions

You will not be compensated for Minor Cosmetic Damage;

- Chips larger than 1.5cm in length and 3mm in depth; scratches larger than 30cm in length and 3mm in depth; dents larger than 30cm in length and 3mm in depth; Scuffed Bumper larger than 30cm in length and 3mm in depth, or any costs that We do not authorise in advance;
- where the multiple **Minor Cosmetic Damage**(s) caused by the same **Incident** exceeds 30cm diameter or 3mm in depth;
- to paint colours and finishes that cannot be suitably matched by the **Repairer**. These include but are not limited to specialist, non-standard and exclusive paint colours and finishes, for example: self-healing paint, body wrap, chrome illusion paint, two tone paint finish or matt finishes;
- to horizontal, flat surfaces such as roofs, bonnets and boot tops if the **Repairer** says it is not possible to achieve a satisfactory finish using **Touch-in** repair techniques;
- any pre-existing damage or imperfections listed on the **Vehicle** imperfections page on the cinch website are not covered under this policy;
- if the body panel, front or rear bumper has been distorted, ripped, torn or perforated
- caused by rust, hail, weather, pitting, paintwork discolouration, bird droppings or tree sap;
- if the body panel or part of a panel requires replacement;
- reported more than 30 days after the Incident;
- where the Incident occurred before the Start Date or after the end date of the Period of Cover;
- any gradual process, i.e., repeated key scratching

around locks; fading or where **Minor Cosmetic Damage** transitions from one colour paint to another.

- caused by badges, stickers, decals, beading or mouldings (including protective plastic) or that requires the removal of these items unless part of a panel claim and the repair can be completed without the removal of the beading or moulding;
- to wheels, wheel rims or trims;
- caused by wear and tear, fading, peeling or flaking paintwork, or where a panel has previously been subject to a poor repair;
- to the structure/ alignment of a panel, damage to locks, handles, roof pillars, roof racks, accessories, door mouldings, window mouldings, steel wheels or alloy wheels, lights of any sort or any window glass including sunroof.

We also do not cover:

- any loss or Minor Cosmetic Damage caused directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at supersonic speeds; or
- any liability to any other party;
- any other costs that are indirectly caused by the Incident which led to Your claim, unless specifically stated as covered in this document;
- any repair work carried out without prior authorisation being given by the Administrator;
- any consequence of war, invasion, terrorism, acts of foreign enemies, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection, military or usurped power, confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority;
- any legal liability of any nature, directly or indirectly caused by or contributed to by; or arising from ionising radiation or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel, or the radioactive, toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

#### 7. General conditions

**You** must fulfil certain obligations in order to ensure that **Your** Scratch and Dent Insurance remains valid:

- You must report Your claim within 30 days of the Incident;
- You must use all reasonable care to maintain Your Vehicle and take precautions to prevent or minimise damage;
- You must give Us true and complete information;
- You must comply with Our reasonable requests;
- You must follow the prescribed claims procedure outlined in section 11 of this document or by the Administrator;
- You must inform the Administrator, if any of the details in Your Policy Schedule are incorrect or need updating and;
- You must advise the Administrator and/or Repairer

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of any non-original finish areas on **Your Vehicle**. In the case of incompatibility with a non-original finish **We** have the right to decline a claim or void this policy.

#### 8. Price of this policy

The price of this policy is detailed on **Your Policy Schedule**. Payment is made in 10 monthly instalments by direct debit.

#### 9. Duration of this policy

This insurance will take effect from the **Start Date** and end on the date shown on **Your Policy Schedule**. It will end earlier in the event of:

- You failing to pay Your premium for this policy when due;
- You breach the terms and conditions of the policy;
- You sell or transfer title of Your Vehicle to anyone other than a private individual (see section 13 below);
- Your Claim Limit has been reached;
- You contact Us to cancel the policy;
- We contact You to terminate the policy.

For information on the cancellation and cooling off period of this policy details can be found below in Section 10.

#### 10. Cancellation and cooling off period

**You** have the right to cancel **Your** policy at any time. Please see the below for **Your** refund rights. Please note **You** will not receive a refund where **You** have already made a successful claim on the policy.

#### **Cancellation within Cooling Off Period:**

Cancellation within 30 days of the **Start Date** on the **Policy Schedule** or receipt of the terms and conditions (whichever is later);

If **You** cancel within 30 days and have not made a claim on **Your** policy, **You** will be entitled to a full refund of any premium **You** have paid.

Contact TWG Services Limited on 0333 220 6622 (Monday - Friday, 9:00am to 5:00pm), Alternatively **You** can cancel via email to <u>cinchcover@assurant.com</u> or by writing to: Motor Administration Department, TWG Services Limited, The Aspen Building, Floor 2, Vantage Point Business Village, Mitcheldean, Gloucestershire, GL17 0AF.

#### Cancellation Outside of Cooling Off Period:

Cancellation after 30 days from the **Start Date** on the **Policy Schedule** or receipt of the terms and conditions (whichever is later);

If **You** cancel after 30 days and have not made a claim on **Your** policy, **You** will be entitled to a prorata refund, based on the number of full unexpired months remaining on **Your** policy.

Please contact TWG Services Limited on 0333 220 6622 (Monday - Friday, 9:00am to 5:00pm), Alternatively **You** can cancel via email to <u>cinchcover@assurant.com</u> or by writing to: Motor Administration Department, TWG Services Limited, The Aspen Building, Floor 2, Vantage Point Business Village, Mitcheldean, Gloucestershire, GL17 0AF.

#### Cancelling or defaulting on Your direct debit:

If **You** opt to cancel **Your** direct debit or fail to pay **Your** monthly premium, **We** will suspend **Your** policy. If **We** do not hear from **You** within 30 days, **We** will assume that **You** no longer require this policy. **Your** policy will then be terminated, and no claims will be honoured for the period for which payment has not been received. If **You** decide to make payment of the missed premium within the timescale **We** require, **Your** policy will continue.

#### 11. How to make a claim

As soon as **You** become aware of an **Incident** that has resulted in damage which **You** believe could lead to a claim **You** must contact the **Administrator**. **You** must report **Your** claim within 30 days of the **Incident**.

This can be done by telephone on 0333 220 6622 (Monday -Friday, 9:00am to 5:00pm) or via email on <u>cinchcover.claims@assurant.com</u>

The **Administrator** will ask **You** to complete an electronic or paper claim form and explain the process for completing this and where to send. **We** will ask for pictures of the cosmetic damage to be submitted alongside **Your** form.

Please complete the claim form, ensuring all sections are filled in. The **Administrator** will provide **You** with instructions on who to submit the claim form to and how.

To assess a claim, the **Administrator** will require:

- Your personal and Vehicle details;
- Full details of the damage and when it occurred;
- Photographs of the damage in order to assess Your claim. You are required to include evidence of the diameter of the damage by using a ruler when taking the photographs;
- The claim form and any other information the **Administrator** requests

Upon receipt of this information the **Administrator** will review **Your** claim. If **Your** claim is covered by the policy, the **Administrator** will provisionally authorise **Your** claim and instruct the **Repairer** to contact **You** to arrange for the **Minor Cosmetic Damage** to be repaired.

Points to note about the claims process:

- The Administrator will appoint an approved Repairer who will be responsible for completing the necessary work in the event of a successful claim.
- We reserve the right to subject the Vehicle to an independent assessment.
- Where **We** authorise a claim for a contribution towards a **Bodyshop Repair**, **You** must pay for the repair in the first instance and send the **Administrator** a copy of the relevant receipt.

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**You** must comply with the claims procedure as explained in this terms and conditions document and by the **Administrator**.

If upon inspection by the **Repairer** it is deemed that for technical reasons the damage is deemed not **Minor Cosmetic Damage**, the **Administrator** reserves the right to decline **Your** claim at this stage and **We** will not make any contribution towards repair.

Only the Administrator can accept or decline claims.

**You** must allow the **Administrator** (or the **Repairer**) access to inspect **Your Vehicle** if it is the subject of a claim.

**We** reserve the right to provide a cash settlement up to the bodyshop limit shown in **Your Policy Schedule** in lieu of arranging a repair of **Your Vehicle**.

Once the repair is complete, **You** must check that all work has been properly completed.

If the work has not been completed to a satisfactory level, **You** must notify the **Repairer** if still on site or contact the **Administrator** as soon as possible.

If **You** decide at any point not to use the **Repairer** appointed to conduct a repair to **Your Minor Cosmetic Damage** where the **Repairer** is able to do so, **We** will not make any payment to **You** in lieu of repair.

In order to make a claim for a maximum of £250 including VAT towards the cost of a **Bodyshop Repair**, the **Administrator** will require a copy of a valid receipt showing payment has been made following the repair of the **Minor Cosmetic Damage**. Upon receipt, the **Administrator** will review **Your** claim. If **Your** claim is covered by the policy, the **Administrator** will arrange payment to **You** up to a maximum of £250 including VAT.

#### 12. Enquiries or complaints

**We** always aim to provide a first-class standard of service.

If **You** have a complaint relating to the selling of this policy please contact the **Distributor** by telephone: 0333 0154 101 or email: <u>hello@cinch.co.uk</u>. Alternatively, please write to: Cinch Cars Limited, Form 2, 18 Bartley Wood Business Park, Bartley Way, Hook, RG27 9XA.

If **You** have a complaint relating to the terms and conditions, administration or claims handling under this insurance **You** should in the first instance contact the **Administrator**, quoting **Your** policy number, by telephone: 0330 100 3246 or email: <u>customer.relations@assurant.com</u>. Alternatively, please write to: Customer Relations Department TWG Services Limited, The Aspen Building, Floor 2, Vantage Point Business Village, Mitcheldean, Gloucestershire, GL17 OAF.

If **Your** complaint is not resolved to **Your** satisfaction, **You** may, within 6 months of a final decision, contact the Financial Ombudsman

Service free of charge, stating clearly the nature of the complaint and the party to which that complaint was originally addressed, at: Telephone number: 0800 023 4567 or 0300 123 9 123; email: complaint.info@financial-ombudsman.org.uk; Web: www.financial- ombudsman.org.uk; Address: The Financial Ombudsman Service, Exchange Tower, Harbour Exchange, London, E14 9SR.

Nothing in these terms including referral to the Financial Ombudsman Service affects **Your** statutory rights.

#### 13. Transferring Your cover

If You sell Your Vehicle during the Period of Cover, You may transfer this policy to the new owner of Your Vehicle, provided that You sell Your Vehicle privately and not through a garage, motor trader, auctioneers or similar company.

This policy cannot be transferred in any other circumstances.

The transfer will be subject to a £25 administration fee payable to the **Administrator** and the **Administrator**'s approval. The fee will be returned in the event the transfer is not accepted.

To find out more on how to transfer **Your** policy, please go online to yourvehiclecare.co.uk or contact **Us** on 0333 220 6622.

#### 14. Misinformation and Fraud

We work closely and share data with law enforcement and fraud prevention agencies to identify fraud and support prosecution where the appropriate evidence exists. We, and other organisations, may access and use the information recorded by fraud prevention agencies. It is important that when applying for, renewing or amending this policy, or making a repair request You or anyone acting on Your behalf must take reasonable care to answer all questions honestly and to the best of Your knowledge. Failure to do so may affect the validity of Your policy and the claim.

If false or inaccurate information is provided and fraud is identified, then **We** may:

- not pay for any repairs and terminate Your policy;
- report You to the relevant authorities;
- pass the details to fraud prevention agencies; and
- recover any costs We have incurred and, if necessary, take any legal action to recover such costs.

#### 15. Data protection

The **Insurer** has appointed the **Administrator** to manage **Your** policy. The **Administrator** is the controller of the personal information **You** provide to the **Administrator**. The **Administrator** strives to protect the privacy and security of **Your** personal information according to the UK General Data Protection Regulation ("UK GDPR"), the Data

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Protection Act 2018 and any other applicable law (together "Data Protection Law").

The **Distributor** is an independent controller of the personal information **You** provide to the **Distributor**. The privacy notice of the **Distributor** can be found here: https://www.cinch.co.uk/policies/privacy

The **Administrator** will process the following personal information: **Your** name and surname, **Your** contact details to include physical address, phone number and e-mail address; **Your** bank details; information relating to **Your** claim including **Vehicle** information, proof of purchase, police reports, **Incident** details, repair invoice(s) and photo(s) of damages. If **You** go to the **Administrator** website, the following information will be collected: IP address, browser used, browser language preferences, screen settings, and cookies as detailed in the cookie policy available on the website.

The **Administrator** does not knowingly collect personal information from anyone under the age of 18.

**Your** personal information will be processed for the following purposes:

- For the administration of Your policy to create the insurance certificate and manage policy renewals, based on the execution of Your contract. Therefore, if You do not provide the personal information required mentioned above, You may be unable to receive the services contained under the policy.
- 2. For any claim **You** may make against this policy with any approved **Repairer**, based on the performance of **Your** contract.
- 3. For claims and fraud prevention, and to respond to any regulatory or law enforcement investigation, based on the legal obligations.
- 4. To track preferences and trends, evaluate possible new features, functionality and services, and improve the Service, based on the **Administrator's** legitimate interest.
- 5. To help recognise **You** on the Service, improve **Your** experience, increase security of the **Administrator** networks and systems, and measure use and effectiveness of the Service, based on the **Administrator's** legitimate interest.
- 6. For statistical analysis, performing internal administrative functions, handling customer enquiries, managing customer relationships for example **We** share customer information to the appointed **Repairers** after receiving a claim, based on the **Administrator's** legitimate interest.
- 7. Provide **You** the opportunity to complete surveys and with relevant information on similar products or services, based on the **Administrator's** legitimate interest, which may be related to this policy and other similar products provided by Assurant group of companies (which includes The Warranty Group Services (Isle of Man) Limited, TWG Services Limited and London General Insurance Company Limited). **You** may contact the **Administrator** at any time to opt out of receiving

such information. **Your** personal information will not be used for any other marketing purposes without **Your** explicit consent.

The data processing involves sharing **Your** personal information confidentially internally and with suppliers of products or services (including repairs) engaged by **You** or by the **Administrator** in the purchase or performance of the policy. These third parties are not authorised to disclose or use this personal information for other purposes.

If the **Administrator** sells or buys any business or assets, **Your** information may be disclosed to the buyer or seller of the assets. If the **Administrator** or substantially all of the **Administrator** assets are acquired by a third party, **Your** information will be one of the assets transferred. **Your** information will not be shared with anyone else unless allowed or required by law.

Also, **Your** personal information may be transferred outside the UK and the EEA for policy administration. In this case the **Administrator** will ensure **Your** personal information is protected to the same extent as required in the UK and EU / EEA. Therefore, a) transfers of personal information will occur to countries with privacy laws that give the same protection as the UK and EEA and are considered as adequate countries, by decision of the Secretary of State and/or the EU Commission; or b) the **Administrator** will ensure that appropriate transfer mechanism such as the US-EU / UK Data Privacy Framework or Standard Contractual Clauses are in place for those countries with privacy laws that do not have adequate protection.

Measures are in place to restrict access to personal information to those individuals whom **We** know have a valid business purpose to have access to such data. Physical, electronic and procedural safeguards are maintained. The **Administrator** follows generally accepted standards designed to protect the personal information **You** submitted, both during transmission and once it is received.

Your personal information will be kept for only as long as necessary for the purposes described in this section after which time it will be destroyed. Your personal information may however be kept longer if required by law. Additionally, logs and backups are maintained for security, debugging, and site stability purposes for up to 365 days after **Your** transaction has been completed. These logs and other backup information are typically deleted through the deletion process within 365 days of Your last activity. Processing of registration data is done for as long as Your policy is active with the Insurer and for 7 years after this. Where **Your** personal information is processed in connection with performing a contract, archive records are retained (where a policy ceases to be in force) for 7 years.

**You** have a number of rights to **Your** personal information, these include: the right to be informed,

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have access, rectification, receive **Your** personal information in a transferable format, erasure, restriction of processing and object to how **Your** personal information are processed. Please note that the exercise of such rights is not absolute and is subject to the limitations provided by applicable law.

To obtain a copy of **Your** personal information held by the **Administrator**, for more information on the rights to **Your** personal information or to exercise one of **Your** personal information rights please visit www.assurant.com/dataprotection/eu or contact:

Data Protection Officer, PO Box 98, Blyth, NE24 9DL, or send an email at dataprotectionofficer@assurant.com

**You** have the right to make a complaint at any time to the Information Commissioner's Office, the UK supervisory authority for data protection issues, or another EU Supervisory Authority depending on **Your** jurisdiction of residence.

#### 16. Financial Service Compensation Scheme

London General Insurance Company Limited is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if they cannot meet their obligations. General insurance contracts are covered for 90% of the entire claim, without any upper limit.

**You** can get more information about the compensation scheme arrangements by contacting the FSCS on 0207 741 4100 or 0800 678 1100 or by visiting their website at www.fscs.org.uk

#### 17. Legal, regulatory and other

#### Language Applicable to Contract

This contract, all accompanying documents and communication about it will be in English.

#### **Status Disclosure**

This policy is provided by London General Insurance Company Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, Financial Services Register No. 202689.

This policy is administered on behalf of London General Insurance Company Limited by TWG Services Limited, which is authorised and regulated by the Financial Conduct Authority, Financial Services Register No. 312440.

This policy is distributed by Cinch Cars Limited. Cinch Cars Limited is an appointed representative of ITC Compliance Limited which is authorised and regulated by the Financial Conduct Authority, Financial Services Register No. 313486.

All firms' register details can be checked on the Financial Services Register by visiting the FCA's

website www.fca.org.uk/register

The company information of the **Insurer**, **Administrator** and **Distributor** are set out below:

London General Insurance Company Limited: Registered in England & Wales No. 1865673. Registered Office: Twenty Kingston Road, Kingston Road, Staines-upon-Thames, Surrey TW18 4LG, United Kingdom

TWG Services Limited. Registered in England No: 01883565. Registered Office: Twenty Kingston Road, Kingston Road, Staines-upon-Thames, Surrey TW18 4LG.

Cinch Cars Limited. Registered in England & Wales No: 11520330. Registered Office: Form 2, 18 Bartley Wood Business Park, Bartley Way, Hook, RG27 9XA.

#### The Insurer's Liability

Cinch is **Our** agent for the purpose of collecting payment only.

Therefore, any premium paid by **You** to Cinch is deemed to have been paid to London General Insurance Company Limited on receipt by Cinch.

If Cinch was not to pass on **Your** money, or was to go into liquidation, or fraudulently retain the money, then the loss would be to London General Insurance Company Limited. Accordingly, this insurance contract would be honoured in the event of a claim.

#### Contracts (Rights of Third Parties) Act 1999

This insurance is a legally binding contract between You and Us and does not give, or intend to give, rights to anyone else. Only You or We can enforce the terms of this contract.

#### Sanctions

**We** will not pay any claims under this contract of insurance if doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

#### Governing Law

The law of England and Wales applies to this policy and **You** can bring legal proceedings in respect of the policy in the English courts. If **You** live in Scotland, **You** can bring legal proceedings in respect of the policy in either the Scottish or the English courts. If **You** live in Northern Ireland, **You** can bring legal proceedings in respect of the policy in either the Northern Irish or the English courts.

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