Telephone: 020 3740 4431
Email: enquiries@bettersafe.com

# IMPORTANT INFORMATION AND POLICY SUMMARY

## IMPORTANT INFORMATION

This document provides a summary of the main features, benefits and exclusions of Your Pothole Insurance Policy. It does not contain the full terms and conditions of cover. You should read this summary together with Your Policy Schedule and the full Policy Wording.

This Policy only covers damage caused by hitting a pothole on a public highway. It does not replace motor insurance and does not cover general vehicle repairs, wear and tear, breakdowns or accidents unrelated to potholes.

## AT A GLANCE

| | |
|---|---|
| Policy Type | Pothole Insurance |
| Cover Period | 12 Months |
| Maximum Annual Benefit | £2,000 |
| Claims Basis | Reimbursement (Pay First, Claim Later) |
| Eligible Vehicle | Private Car |
| Territorial Limits | UK, Channel Islands & Isle of Man |
| Cooling-Off Period | 14 Days |
| Claims Notification | Within 30 Days of Incident |

## WHO IS THIS POLICY FOR?

This policy is designed for private car owners or lessees who:

- Are permanent residents of the United Kingdom, Channel Islands or Isle of Man.
- Hold a valid driving licence.

## WHAT DOES THE POLICY COVER?

If your vehicle suffers damage as a result of hitting a pothole on a public highway during the period of insurance, we will reimburse the reasonable cost of repairs, subject to the policy terms and limits. The policy covers:

| DAMAGE TYPE | MAXIMUM BENEFIT |
|---|---|
| Tyres | £200 per tyre (up to £600 per year) |
| Wheels | £250 per wheel (up to £500 per year) |
| Wheel Alignment / Rebalancing | Up to £150 per year |
| Suspension | Up to £500 per year |
| Bodywork, Paintwork and Headlights | Up to £250 per year |
| Maximum benefit | £2,000 in total during any one period of insurance |
| An excess will apply to each claim and is shown in Your Policy Schedule. | |

## IMPORTANT THINGS TO KNOW

- This is a reimbursement policy. You must pay for repairs first and then submit a claim.
- You must provide evidence of the incident and repair costs.
- You must maintain a valid motor insurance policy on the insured vehicle.
- Claims should be reported as soon as reasonably possible and within 30 days of the damage occurring.
- This policy does not replace your motor insurance policy or provide Road Traffic Act cover.

## WHAT IS NOT COVERED?

The policy does not cover every situation. Examples include:

- ☒ General wear and tear, deterioration, mechanical breakdown, or routine or poor maintenance.
- ☒ Damage occurring before the policy started or after it ended.
- ☒ Damage where there is insufficient evidence of the incident.
- ☒ Recovery, towing or other associated costs.
- ☒ Damage occurring while driving off-road.
- ☒ Vehicles used for hire and reward, racing, competitions or motor trade purposes.
- ☒ Claims already paid by another party, including a motor insurer or local authority.

The full list of exclusions is shown in Section 5 of the Insurance Policy Document attached.

## CANCELLATION RIGHTS

You may cancel this policy within 14 days of receiving your documents and receive a full refund provided no claim has been made and no claim is intended.

After the cooling-off period, you may cancel and receive a proportionate refund for the unused period of insurance, subject to the policy terms and any applicable administration charge.

## HOW TO MAKE A CLAIM

If your vehicle is damaged by a pothole:

- Arrange and pay for the repairs.
- Keep all invoices, receipts and supporting evidence.
- Report the claim as soon as reasonably possible and within 30 days of the incident to the Claim Administrator.
- Complete and return the claim form and any supporting documentation requested.

You may be asked to provide:

- Repair invoices and receipts.
- Photographs of the damage and/or pothole.
- Evidence of the location and date of the incident.
- Your driving licence.

- Details of your motor insurance policy.
- Any other information reasonably required to assess your claim.

**To make a claim please contact Commercial and General Ltd:**

Telephone: 020 3740 4431
Email: claims@comandgen.com
Post: Marvan Court; 1 Waldegrave Road, Teddington TW11 8LZ

## HOW TO MAKE A COMPLAINT

We aim to provide a high standard of service at all times. If You are unhappy with any aspect of the sale, administration or handling of Your Policy, please contact Commercial and General Ltd:

Telephone: 020 3740 4431
Email: complaints@comandgen.com
Post: Marvan Court; 1 Waldegrave Road, Teddington TW11 8LZ

We will investigate your complaint promptly. Full details of our complaints procedure and your right to refer your complaint to the Financial Ombudsman Service can be found in Section 9.

## ADDITIONAL HELP AND ACCESSIBILITY

We are committed to making our products and services accessible to all customers.

If You need any assistance understanding this Policy or making a claim, please contact Bettersafe.com and We will be pleased to help.

We can provide large print, alternative document formats and additional support for customers with disabilities or vulnerabilities.

## QUESTIONS?

If you have any questions or need any additional help, please contact Bettersafe.com:

Telephone: 020 3740 4431
Email: enquiries@bettersafe.com
Post: Marvan Court; 1 Waldegrave Road, Teddington TW11 8LZ

Telephone: 020 3740 4431
Email: enquiries@bettersafe.com

# INSURANCE POLICY DOCUMENT

## 1. INTRODUCTION

### 1.1. WHAT IS POTHOLE INSURANCE?

***You*** may be at risk of damaging ***Your Motor Vehicle*** due to a ***Pothole*** on a ***Public Highway***. Pothole Insurance is designed to reimburse ***You***, up to the applicable ***Policy*** limits, for the cost of any repairs ***You*** have had to pay for. Please note this is a reimbursement policy. ***You*** must pay for repairs before making a claim.

**THE INSURER**

This ***Policy*** is underwritten by Newline Insurance Company Ltd, which is a company registered in England & Wales under Company Registration Number 04409827, and whose registered office is 1 Fen Court, London, EC3M 5BN. Newline Insurance Company Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority (Firm Reference Number 435028).

### 1.2. BETTERSAFE.COM

This ***Policy*** is managed on ***Our*** behalf by Bettersafe.com, which is a trading style of Commercial and General Ltd, which is a company registered in England & Wales under Company Registration Number 03994456, and whose registered office address is Marvan Court, 1 Waldegrave Road, Teddington, TW11 8LZ. Commercial and General Ltd is authorised and regulated by the Financial Conduct Authority (Firm Reference Number 300001).

***You*** can contact Bettersafe.com at:

**Telephone:** 020 3740 4431
**Email:** enquiries@bettersafe.com
**Post:** Marvan Court, 1 Waldegrave Road, Teddington TW11 8LZ

### 1.3. FINANCIAL SERVICES REGISTER

***You*** can check the details of Newline Insurance Company Ltd or Commercial and General Ltd t/a Bettersafe.com by visiting the Financial Services Register, a register of all authorised financial services firms in the UK, at www.fca.org.uk/register. ***You*** can also contact the Financial Conduct Authority by telephone: 0800 111 6768 (freephone) or 0300 500 8082.

### 1.4. YOUR INSURANCE DOCUMENTS

This is ***Your*** insurance ***Policy*** which includes important details about the cover provided and any exclusions that may apply. It must be read in conjunction with ***Your Policy Schedule.*** Words which appear in bold italics have the meanings given to them in **Section 3: Definitions** of this ***Policy*** document.

Please take the time to read ***Your Policy*** documentation. If ***You*** have any questions or there is anything that ***You*** do not understand, please email or telephone Bettersafe.com.

### 1.5. DEMANDS AND NEEDS STATEMENT

***We*** have not or will not provide ***You*** with a personal recommendation as to whether ***Our*** products are suitable for ***Your*** demands and needs. This insurance meets the demands and needs of people who meet the acceptance criteria and are seeking to protect themselves against the cost of repairing any damage to their motor vehicle caused by a pothole.

### 1.6. LANGUAGE

All insurance documents and all communications with ***You*** about this ***Policy*** will be in English.

If ***You*** have any disability that makes communication difficult, please contact Bettersafe.com and they will be pleased to help ***You***.

### 1.7. CERTIFICATION OF COVER

This ***Policy*** combined with ***Your Policy Schedule*** certifies that a contract of insurance has been effected between ***You*** and ***Us***. In return for payment of the ***Premium, We*** agree to insure ***You*** in accordance with the terms and conditions contained in and endorsed on ***Your*** insurance documents.

### 1.8. CLAIMS

***We*** have appointed Commercial and General Ltd (the Claims Administrator) to handle all claims under this ***Policy*** on ***Our*** behalf. ***You*** can find their details in **Section 7: How to Make a Claim**.

### 1.9. COOLING OFF PERIOD

If ***You*** decide that ***You*** do not want this ***Policy***, please contact Bettersafe.com within 14 days of receiving ***Your*** documents. ***You*** will receive a full refund of ***Your Premium*** as long as ***You*** have not made a claim and do not intend to make a claim.

### 1.10. DISCLOSURE OF IMPORTANT INFORMATION

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

- supply accurate and complete answers to all the questions ***We*** or Bettersafe.com may ask as part of ***Your*** application for cover under this ***Policy***; and
- make sure that all information supplied as part of ***Your*** application for cover is true and correct; and
- take reasonable care not to make a misrepresentation; and
- tell us of any changes to the answers ***You*** have given as soon as possible.

***We*** relied on all of the answers to these questions to decide the terms upon which ***We*** offered ***You*** cover or amended cover. This includes the ***Premium*** to be charged.

It is therefore essential that all of the answers ***You*** give or gave were truthful, complete, and accurate to the best of ***Your*** knowledge. This also includes should ***You*** make a claim under ***Your Policy.*** If any of ***Your*** answers are later found to be incorrect, incomplete, or misleading, this could lead to ***Your Policy*** being declared invalid and/or to ***Your*** claim not being paid or not fully paid.

### 1.11. RENEWAL OF YOUR POLICY

***Your Policy*** will be automatically renewed, unless ***You*** have requested ***Us*** not to do so, or ***You*** are no longer eligible for cover under ***Your*** original ***Policy***. ***We*** will write to ***You*** at least 21 days before ***Your*** renewal date, with details of ***Your*** renewal terms and any changes to the cover or premium rates. ***You*** will also be told if ***We*** are unable to renew ***Your Policy***.

Payment of the renewal premium will be taken from ***Your*** specified credit or debit card, to make sure that ***Your*** cover continues. ***We*** can only automatically renew ***Your Policy*** if the card holder has given their explicit consent for their card to be used at renewal date. Unless ***You*** inform us otherwise, ***We*** will assume that ***Your*** details have not changed and that consent has been given by the cardholder to make payment with their card.

At each annual renewal, please take the opportunity to review ***Your Policy*** to make sure it still meets ***Your*** needs and is suitable for ***You***. Please also check that the details on ***Your Policy Schedule*** are still correct and notify Bettersafe.com if any details need to be changed.

If ***You*** wish to opt out of automatic renewal or have any questions regarding the renewal of ***Your Policy***, please email **enquiries@bettersafe.com** or call **+44 (0)20 3740 4431.**

## 2. TO QUALIFY FOR COVER

**2.1.** ***You*** must own or lease a ***Motor Vehicle***, and ***You*** must maintain in force a valid motor insurance policy covering such ***Motor Vehicle***; for the ***Period of Insurance***; and

**2.2.** ***You*** must hold a full valid UK, Channel Islands or Isle of Man driving licence or hold a full internationally recognised licence. The UK refers to the United Kingdom of Great Britain (England, Scotland, Wales) and Northern Ireland, whilst the Channel Islands refers to the Bailiwicks of Jersey and Guernsey (which includes Guernsey, Alderney, Sark, and Herm); and

**2.3.** ***You*** must be a permanent resident of the UK, Channel Islands, or Isle of Man, by permanent resident ***We*** mean ***You:***

- have ***Your*** main home in the UK, Channel Islands or Isle of Man; and
- have been in the UK, Channel Islands or Isle of Man for a minimum of 6 months in the 12 months prior to purchasing ***Your Policy***; and
- are registered with a general practitioner ("GP") in the UK, Channel Islands or Isle of Man; and
- hold a UK, Channel Islands or Isle of Man National Insurance number.

## 3. DEFINITIONS

"***Damage***" means damage caused to the tyres, wheels, wheel alignment/balancing, suspension, bodywork/paintwork or headlights as a result of hitting a ***Pothole***.

***"End Date of Cover"*** means the date that cover under ***Your Policy*** terminates, as shown on ***Your Policy Schedule***.

"***Evidence of the Pothole***" means information reasonably sufficient to identify the ***Pothole*** that caused the ***Damage*** to ***Your Motor Vehicle***, including the date and time of the ***Incident,*** the details of the location of the ***Pothole*** and evidence that ***You*** have reported 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***" means the amount ***You*** must pay as the first part of each, and every claim as shown in ***Your Policy Schedule***.

"***Incident***" means any ***Damage*** as a result of hitting a ***Pothole*** during the ***Period of Insurance***

"***Local Authority***" means the relevant local authority responsible for maintaining the ***Public Highway*** where the ***Incident*** occurred.

"***Motor Vehicle***" means the vehicle specified on ***Your Policy Schedule***, and which must be 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 and not licenced for use as a taxi or private hire vehicle.

"***Pothole***" means a depression or hollow in a ***Public Highway*** caused by wear or subsidence.

***"Period of Insurance"*** means the annual period of cover under this ***Policy***, as shown on ***Your Policy Schedule***.

"***Policy***" means this Pothole Insurance Policy.

***"Policy Schedule"*** means the document which forms part of the insurance contract between ***You*** and ***Us***. It contains ***Your*** name, address, the make and registration number of ***Your Motor Vehicle***, details of the type and level of cover provided under this ***Policy*** along with ***Your Premium***. The ***Policy Schedule*** will be issued to ***You*** by Bettersafe.com.

***"Premium"*** means the total amount ***You*** paid for ***Your Policy*** including Insurance Premium Tax and is shown on ***Your Policy Schedule***.

***"Public Highway"*** means a road, street or other route that is maintainable at public expense and over which the public has a right of way for vehicular traffic.

***"Start Date of Cover"*** means the date that cover under ***Your Policy*** begins, as shown on ***Your Policy Schedule***.

***"We/Us/Our"*** means Newline Insurance Company Ltd.

"***You/Your***" means the person named in the ***Policy Schedule*** who has taken out this ***Policy***.

## 4. WHAT IS COVERED

This is a reimbursement policy. ***You*** must pay for repairs before making a claim. Accordingly, ***We*** will reimburse the reasonable cost of repairing ***Damage*** to ***Your Motor Vehicle's*** wheels, tyres, suspension,

bodywork/paint and/or headlights as a result of ***You*** hitting a ***Pothole***, up to the maximum limits listed in the table below.

| Section | Claim Limit (per claim) |
|---|---|
| Tyres | £200 per tyre (up to £600 in any ***Period of Insurance***) |
| Wheels | £250 per wheel (up to £500 in any ***Period of Insurance***) |
| Wheel alignment / rebalancing | £150 in any ***Period of Insurance*** |
| Suspension | £500 in any ***Period of Insurance*** |
| Bodywork / paint including headlights | £250 in any ***Period of Insurance*** |
| Subject to a maximum aggregate limit for all claims in any one ***Period of Insurance*** of £2,000 | |

## 5. WHAT IS NOT COVERED (EXCLUSIONS)

***We*** will not reimburse ***Your Damage*** or any financial loss or expense in the following circumstances:

**5.1.** if the ***Incident*** that gave rise to the claim under ***Your Policy*** happened:

- before the ***Start Date of Cover***, or after the ***End Date of Cover***, as stated on ***Your Policy Schedule***; or
- if ***You*** were aware at the ***Start Date of Cover*** that an ***Incident*** or ***Damage*** had occurred or ***You*** were going to make a claim under ***Your Policy***;

**5.2.** if ***Your*** country of residence is outside of the UK, Channel Islands or Isle of Man, or ***You*** are unable to provide appropriate evidence that ***Your*** main residence is in the UK, Channel Islands or Isle of Man.

**5.3.** any claim where ***You*** are unable to provide confirmatory evidence, including ***Evidence of the Pothole***, or ***We*** are unable to validate whether the ***Incident*** which gave rise to a claim occurred;

**5.4.** the ***Excess*** payable for each claim as shown in ***Your Policy Schedule***.

**5.5.** any claim for ***Damage*** where ***You*** were:

- not driving the ***Motor Vehicle*** or not in control of the ***Motor Vehicle*** at the time of the ***Incident***; or
- driving in a negligent or reckless manner, as determined by reasonable evidence; or
- driving off-road or other than on a ***Public Highway***; or
- driving outside of the UK, Channel Islands or Isle of Man.

**5.6.** any claim for:

- any vehicle other than the ***Motor Vehicle*** listed in ***Your Policy Schedule***; or
- 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; or
- claims for general wear and tear, lack of care, or as a result of poor maintenance; or
- costs incurred as a result of the ***Incident*** such as recovery costs for ***Your Motor Vehicle*** to be towed to a repairer.

**5.7.** where the ***Motor Vehicle*** was used for:

- hire or reward, meaning any use which includes any payment in cash or kind by (or on behalf of) passengers which gives them a right to be carried; or
- 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; or
- any business other than Class One Business Use as normally defined by motor insurers; or
- any purpose in connection with the motor trade.

**5.8.** where any claim for ***Damage*** has already been settled by another party, including the motor insurer covering ***Your Motor Vehicle*** or any relevant ***Local Authority***.

**5.9.** if ***Your*** claim results in any way from ***War***, ***Terrorism***, a ***Cyber Act***, ***Cyber Event*** or ***Nuclear Risk***. For the purposes of this exclusion:

"***War***" means invasion, acts of foreign enemies, hostilities whether war is declared or not, civil war, rebellion, revolution, insurrection, military or usurped power, confiscation, nationalism or requisition or destruction or damage to property by or under the order of any government or public or legal authority.

"***Terrorism***" means any act of any person or organization involving, causing, or threatening harm or putting the public or any section of the public in fear if it is likely that the purpose is of a political, religious, ideological (of an intellectual or rational nature) or similar nature.

"***Cyber Act***" means any unauthorized, malicious, or criminal act, or threat or hoax thereof, involving access to, processing of, use of, or operation of any ***Computer System***, including hacking, malware, phishing, or malicious code.

"***Cyber Incident"*** means any error, omission, unavailability, failure, corruption, alteration, loss of ***Data***, or unauthorized access to or disclosure of information involving any ***Computer System***.

**"*Computer System*"** means any computer, hardware, software, communications system, electronic device, server, cloud, microcontroller, network, storage device, or backup facility, whether owned or operated by the Insured or any other party

"***Data"*** means any information, facts, concepts, or code recorded, transmitted, processed, stored, or used by a ***Computer System***.

"***Nuclear Risk***" means damage or destruction caused by, contributed to, or arising from:

- Ionizing radiation or contamination by radioactivity from any nuclear fuel or 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 component thereof.

## 6. CANCELLATION

**6.1.** ***You*** may cancel ***Your Policy*** within 14 days of receiving ***Your*** documents (cooling-off period) and ***You*** will be entitled to a full refund of ***Your Premium*** as long as ***You*** have not made a claim and do not intend to make a claim.

**6.2.** ***You*** can cancel at any time after the 14-day cooling-off period and ***We*** will make a proportionate refund of the ***Premium You*** paid for the ***Period of Insurance*** remaining, as long as ***You*** have not made a claim and do not intend to make a claim. However, such refund may be subject to an administration charge of £5 from Bettersafe.com. To cancel cover please email or telephone Bettersafe.com.

**6.3.** ***We*** may cancel ***Your Policy*** at any time by giving ***You*** 30 days' written notice to ***Your*** last known email address (or mailing address if ***You*** do not have an email address) provided by ***You***. ***We*** will pay a proportionate refund of the ***Premium You*** paid for the ***Period of Insurance*** remaining.

**6.4.** ***We*** may cancel ***Your Policy*** due to ***Your*** non-payment of ***Your Premium***, or if ***You*** use threatening or abusive behaviour or language or ***We*** have reasonable suspicion of fraud. This is not an exhaustive list.

## 7. HOW TO MAKE A CLAIM

### 7.1. STEP ONE – CHECK YOUR POLICY DOCUMENTS

Read this ***Policy*** first so that ***You*** are satisfied that ***You*** are covered for the claim ***You*** want to make. Read any exclusions that may apply and make sure ***You*** understand them.

### 7.2. STEP TWO – NOTIFY THE CLAIM

***Your*** claim will be handled on a reimbursement, 'pay first and claim later', basis. ***You*** will have to pay the costs upfront and then send ***Us*** valid itemised receipts/invoices and evidence for ***Our*** review

All claims must be notified to the Claims Administrator, who is acting on ***Our*** behalf, their details are below. ***You*** should do this as soon as reasonably possible and in any event within 30 days of the date the ***Damage*** occurred. If ***You*** do not, it might mean that ***We*** will be unable to reimburse ***You*** for ***Your Damage.***

Please contact the Claims Department at Commercial and General Ltd

**Telephone:** 020 3740 4431

**Email:** claims@comandgen.com

**Post:** Marvan Court, 1 Waldegrave Road, Teddington TW11 8LZ

Please tell the Claims Administrator the ***Policy*** Reference Number which is shown on ***Your Policy Schedule***.

If ***You*** are not sure whether ***You*** can claim, please speak to the Claims Administrator who will be happy to help ***You.***

### 7.3. STEP THREE – AFTER THE CLAIM IS NOTIFIED

The Claims Administrator will send ***You*** a claim form, which ***You*** should complete and return it to them as soon as reasonably possible and in any event within 30 days of receipt, along with copies of the following documents and information:

- An itemised receipt from a reputable garage or repair centre e.g. a VAT registered or approved by an accredited motoring organisation.
- ***Your*** credit card statement, bank statement or a screenshot proving the amount of ***Damage*** was paid by ***You*** (if applicable).
- ***Your Policy Schedule***.
- ***Your*** driving licence.
- A copy of the certificate or schedule for the motor insurance policy covering ***Your Motor Vehicle***.
- Any photographs ***of Your Vehicle*** showing the ***Damage*** (and before the ***Damage*** if available).
- Police report (if applicable).
- Any additional information ***You*** wish to enclose to substantiate ***Your*** claim.
- ***We*** may at times also request additional information such as a copy of ***Your*** V5 registration document, a copy of ***Your*** MOT certificate, etc.
- ***You*** may also be required, on request, to provide proof of ***Your*** residency in the UK, Channel Islands or Isle of Man.

The Claims Administrator will let ***You*** know if they need any more information or documentation from ***You***.

### 7.4. STEP FOUR – PAYMENT

If and when ***We*** approve ***Your*** claim, the Claims Administrator will pay the amount of ***Your*** claim settlement to the UK, Channel Islands or Isle of Man bank account ***You*** have nominated.

**PLEASE NOTE: Failure to follow these steps may delay and / or jeopardise the payment of Your claim.**

## 8. CLAIMS CONDITIONS

**Things To Keep In Mind When Making A Claim**

### 8.1. CLAIMS CONDUCT

***You*** must give the Claims Administrator any information or help that they ask for, and ***You*** must not settle, reject, negotiate, or agree to pay any claim without their written permission. No person is entitled to admit liability on ***Our*** behalf or to give any representations or other undertakings binding upon ***Us*** except with ***Our*** written consent. ***We*** shall be entitled to the absolute conduct, control and settlement of all proceedings arising out of or in connection with claims in ***Your*** name.

### 8.2. RIGHT OF RECOVERY

***We*** can take proceedings in ***Your*** name but at ***Our*** expense to recover for ***Our*** benefit the amount of any payment made under this ***Policy***, including against any ***Local Authority***. Any amounts that are recovered will belong to ***Us*** and ***You*** must provide all reasonable assistance to help ***Us*** obtain a recovery.

### 8.3. OTHER INSURANCE

If ***You*** were covered by any other insurance for the same risk or ***Incident*** or ***Damage***, ***We*** will only pay ***Our*** proportionate share of the claim.

### 8.4. KEEPING TO THE TERMS

***We*** will only give ***You*** the cover that is described in this ***Policy*** if ***You*** comply with all its terms.

### 8.5. ACCESS TO INFORMATION

By taking out ***Your Policy*** and submitting a claim to ***Us***, ***You*** give ***Us Your*** express permission to contact the motor insurer covering ***Your Motor Vehicle*** or any third-party involved in the ***Incident*** that gave rise to ***Your*** claim, including any ***Local Authority***, garage, vehicle repairer, roadside assistance provider or the police to validate any information ***You*** have provided.

### 8.6. FRAUDULENT CLAIMS OR MISLEADING INFORMATION

***We*** take a robust approach to fraud prevention in order to keep ***Your Premium*** costs down.

***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***; or
- fails to reveal or hides a fact likely to influence the cover ***We*** provide; or
- makes a statement to ***Us*** or anyone acting on ***Our*** behalf, knowing the statement to be false; or
- sends ***Us*** or anyone acting on ***Our*** behalf a document, knowing the document to be forged or false; or
- makes a claim under the policy, knowing the claim to be false or fraudulent in any way; or
- makes a claim for any ***Damage You*** caused deliberately or with ***Your*** knowledge.

If any claim under this ***Policy*** is fraudulent or is intended to mislead, or if any misleading or fraudulent means are used by ***You*** or anyone acting on ***Your*** behalf to obtain benefit under this ***Policy***, ***Your*** right to any benefit under this ***Policy*** will end, ***Your*** cover will be cancelled and ***We*** will be entitled to retain the ***Premium*** and recover any benefit paid and costs incurred as a result of any such fraudulent or misleading claim. ***We*** may also inform the police.

## 9. COMPLAINTS

### 9.1. COMPLAINTS ABOUT THE SALE OR ADMINISTRATION OF YOUR POLICY

If ***You*** wish to make a complaint about any aspect of ***Your Policy***, please contact The Managing Director at Commercial and General Ltd:

**Telephone:** 020 3740 4431
**Email:** complaints@comandgen.com
**Post:** Marvan Court, 1 Waldegrave Road, Teddington TW11 8LZ

Commercial and General Ltd will acknowledge ***Your*** complaint promptly and aim to resolve it as quickly as possible.

### 9.2. WHAT HAPPENS NEXT

Commercial and General Ltd will investigate ***Your*** complaint and provide ***You*** with their final response as soon as possible.

If they are unable to provide a final response within **8 weeks** of receiving ***Your*** complaint, they will write to ***You*** to explain the reasons for the delay and inform ***You*** of ***Your*** right to refer the complaint to the Financial Ombudsman Service.

### 9.3. FINANCIAL OMBUDSMAN SERVICE

If ***You*** are not satisfied with the final response, or if 8 weeks have passed since ***You*** first made ***Your*** complaint, ***You*** may refer ***Your*** complaint to the Financial Ombudsman Service ("***Ombudsman***"). The ***Ombudsman*** is an independent organisation that helps settle disputes between consumers and financial services firms.

***You*** must contact them within 6 months of the date of the final response letter.

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

***You*** can contact the Ombudsman at:

**Telephone:** 020 7654 1000

**Email:** complaint.info@financial-ombudsman.org.uk

**Website** www.financial-ombudsman.org.uk

## 10. LEGAL AND REGULATORY INFORMATION

### 10.1. LAW AND LEGAL PROCEEDINGS APPLICABLE

Unless ***You*** and ***We*** agree otherwise, the law which applies to this ***Policy*** is the law which applies to the part of the UK, Channel Islands or Isle of Man in which ***You*** live.

Any legal proceedings between ***You*** and ***Us*** in connection with this ***Policy*** will, therefore, only take place in the courts of the part of the UK, Channel Islands, or Isle of Man in which ***You*** live**.**

### 10.2. FINANCIAL SERVICES COMPENSATION SCHEME

***We*** are covered by the Financial Services Compensation Scheme. ***You*** may be entitled to compensation from the Scheme if ***We*** are unable to meet ***Our*** obligations to ***You*** under this contract.

Further information can be obtained from The Financial Services Compensation Scheme:

**Telephone:** (Freephone) 0800 678 1100 or 020 7741 4100

**Website:** www.fscs.org.uk.

### 10.3. SANCTIONS

***We*** will not provide any cover, pay any claim, or provide any benefit under this ***Policy*** if doing so would expose ***Us*** to any sanction, prohibition, or restriction under the United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, the United Kingdom, or the United States of America.

### 10.4. 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 ***Us*** can enforce the terms of this contract.

## 11. DATA PROTECTION AND PRIVACY

### 11.1. PRIVACY NOTICE

Both ***We*** and ***Bettersafe.com*** are committed to protecting and respecting ***Your*** privacy in accordance with the UK General Data Protection Regulation ("UK GDPR"), UK Data Protection Act 2018, and other applicable data protection legislation.

***We*** and ***Bettersafe.com*** each collect and maintain ***Your*** personal data or the purposes of arranging, administering and servicing ***Your Pothole Insurance Policy*** and providing the services detailed within this policy wording.

***We*** and ***Bettersafe.com*** each act as independent data controllers in their own right and may collect, use, share, transfer and retain ***Your*** personal data for different purposes.

***We***, and ***Bettersafe.com*** only collect, use, and disclose the personal data necessary to arrange, administer and service *Our* insurance products, comply with legal and regulatory obligations and prevent fraud.

### 11.2. USE OF PERSONAL DATA

The types of personal data collected by ***Us*** and ***Bettersafe.com***, and how ***We*** and ***Bettersafe.com*** use that information, are explained in our respective Privacy Policies. This section provides a summary of how ***We*** and ***Bettersafe.com*** collect, use and protect ***Your*** personal data. Full details of the respective privacy policies,

processing activities and ***Your*** rights under UK data protection legislation are set out in the respective Privacy Policies, available at the links listed below.

***Us*** (Newline Group) https://newlinegroup.com/privacy-statement/

***Bettersafe.com***: https://www.bettersafe.com/privacy-policy

If ***You*** do not have access to the internet, please contact the relevant party and they will send ***You*** a printed copy of their privacy policy.

Any personal data ***You*** provide to ***Us*** may be shared with organisations involved in arranging, administering and underwriting ***Your*** insurance, including group companies, agents, brokers, insurers, reinsurers, claims administrators, loss adjusters, professional advisers, regulators, fraud prevention agencies, law enforcement agencies and insurance databases where necessary to administer ***Your*** insurance or where required or permitted by law.

### 11.3. OTHER PEOPLE'S DETAILS

Where ***You*** provide another person's personal data to either of ***Us*** (whether directly or indirectly) or ***Bettersafe.com***, ***You*** should ensure those individuals are made aware of this Privacy Notice and, where appropriate***,*** the Privacy Statement(s). ***You*** should ensure that ***You*** are entitled to provide their personal data to Us and ***Bettersafe.com***.

Unless ***You*** tell ***Us*** or ***Bettersafe.com*** otherwise, ***We*** will both assume ***You*** have obtained their consent. If ***You*** have not obtained consent, or if any relevant individual withdraws consent, this may impact ***Our*** ability to provide cover.

### 11.4. YOUR RIGHTS

Subject to certain exceptions, individuals have the right to access, rectify and erase personal data ***We*** or ***Bettersafe.com*** hold about them. To exercise any such rights or raise any questions or concerns about the personal data ***We*** or ***Bettersafe.com*** hold, please contact the respective Data Protection Officer whose details are set out below.

***You*** may also have the right to lodge a complaint with the relevant supervisory authority which, in the United Kingdom, is the Information Commissioner's Office, for more information please go to www.ico.org.uk.

### 11.5. CONTACT DETAILS

**Newline Group Data Protection Officer**

**Telephone**: 020 7090 1700 (ask for the DPO)

**Email**: DPO@newlinegroup.com

**Post** Newline Group, 1 Fen Court, London EC3M 5BN

**Bettersafe.com Data Protection Officer**

**Telephone**: 020 3740 4431

**Email**: enquiries@bettersafe.com

**Post:** Bettersafe.com, Marvan Court, 1Waldgerave Road, Teddington TW11 8LZ