

#### **CLEAR COVER**

# **GUARANTEED ASSET PROTECTION INSURANCE POLICY (GAP)**

# WHAT IS COVERED

If within the **Period of Insurance** an incident occurs whilst **Your Vehicle** is in the **Geographical Limits** which results in the insured **Vehicle** being classed as a **Total Loss** by the **Motor Insurance Policy** insurer, **We** will pay the financial shortfall between the **Insured Value** of the **Vehicle** and the **Purchase Price** of the **Vehicle**, as confirmed in the invoice of sale, or the **Finance Settlement** figure, whichever is the greater, up to the sum insured. Only one claim can be made under this policy during the **Period of Insurance**.

#### THE POLICY

Means the cover provided to You under the terms and conditions of this insurance contract.

# **CONTRACT OF INSURANCE**

This **Policy Certificate** is evidence of a contract of insurance. This policy will only become effective when the **Administrator** has received payment in full for the policy.

#### THE INSURER

# **International Insurance Company of Hannover SE**

International Insurance Company of Hannover SE is registered in Germany, registration number HRB 211924. Registered Office: Roderbruchstraße 26, 30655 Hannover, Germany, acting through its UK branch whose office is located at: 10 Fenchurch Street, London EC3M 3BE, United Kingdom. Authorised by the Bundesanstalt für Finanzdienstleistungaufsicht and authorised and subject to limited regulation by the Financial Conduct Authority (FCA No. 659331).

#### THE POLICY WORDING

The policy wording contains the terms, conditions and exclusions of this insurance.

# **LEGAL RIGHTS**

This insurance is in addition to **Your** legal rights and is not to be substituted for the supplier's liability if the **Vehicle** is found to be unfit for the purpose for which it was intended, or is not as described or is not of satisfactory quality.



# **DEFINITIONS**

Any word or expression to which a specific meaning has been attached will bear the same meaning throughout this insurance and will appear in bold with a capital letter.

WORD/EXPRESSION	DEFINITION
Administrator	The Auto Group Corporate a trading identity of TAG Insure Limited, Unit 8 Abbots Business Park, Primrose Hill, Kings Langley, Hertfordshire, WD4 8FR is an appointed representative of Phoenix Financial Consultants Limited, (FCA registration number 539195) which is authorised and regulated by the Financial Conduct Authority (FCA).
Claims Administrator	The Auto Group Corporate a trading identity of TAG Insure Limited, Unit 8 Abbots Business Park, Primrose Hill, Kings Langley, Hertfordshire, WD4 8FR is an appointed representative of Phoenix Financial Consultants Limited, (FCA registration number 539195) which is authorised and regulated by the Financial Conduct Authority (FCA).
Date of Loss	Means the date of the incident to the <b>Vehicle</b> in respect of which a <b>Total Loss</b> is subsequently paid under <b>Your Motor Insurance Policy</b> .
Finance Agreement	Means Hire Purchase, Contract Hire, Personal Contract Hire, Contract Purchase, Personal Contract Purchase or Finance Lease.
Finance Settlement	Means the amount required by the <b>Lender</b> to settle their interest in <b>Your Vehicle</b> , taking into account early settlement rebates but excluding late payment charges or arrears.
Geographical Limits	Means the areas in which this policy is effective and are Great Britain, Northern Ireland, the Isle of Man, the Channel Islands, member countries of the European Community and any other country for which an international motor insurance card ("Green Card") in respect of the <b>Vehicle</b> is effective at <b>Date of Loss</b> .
Insured Value	Means the amount <b>You</b> received under the <b>Motor Insurance Policy</b> in respect of the <b>Vehicle</b> as a result of a <b>Total Loss</b> or the <b>Market Value</b> of the <b>Vehicle</b> (whichever is the greater).
Lender	Means the Company providing the finance for <b>Your Vehicle</b> .
Limit of Indemnity	Is the maximum amount that can be claimed in total during the <b>Period of Insurance</b> including labour, parts and where applicable, VAT
Market Value	Is based on that listed in Glass's Guide Trade (adjusted for mileage and factory fitted accessories) for a <b>Vehicle</b> of the same make, model, trim level, recorded mileage and overall condition. <b>We</b> reserve the right to have an independent valuation undertaken should the specification not be available within Glass's Guide or it is suspected that the condition of the <b>Vehicle</b> is such that this would affect the Guide value. There will be no value allowance for non- standard fittings, other than a reduction should any non-standard fittings be considered to have a detrimental effect on retail prospects and/or value. Glass's Guide is a motor trade publication recognised and used extensively throughout the motor industry to value used <b>Vehicle/s</b> .
Motor Insurance Policy	Means a comprehensive policy of motor insurance which covers the <b>Vehicle</b> in respect of damage, fire and theft, and which is maintained throughout the <b>Period of Insurance</b> .
Period of Insurance	Means the dates shown in the <b>Policy Certificate</b> .



Policy Certificate	Means the document accompanying this policy which confirms the <b>Period of Insurance</b> , Cover and policy type, <b>Vehicle</b> model and make which <b>You</b> have applied for and which <b>We</b> have accepted.
Purchase Price	Means the sale price of <b>Your Vehicle</b> but unless included in the <b>Vehicle/s</b> ' manufacturer's original specification (i.e. any option fitted at the factory), any additional options are excluded from cover and will not form part of the <b>Purchase Price</b> of the <b>Vehicle</b> , which shall not exceed 110% of the retail value as shown in Glass's Guide (adjusted for mileage and factory fitted accessories) at time of sale. When assessing a claim under this policy additional options include but are not limited to; Road Fund Licence, insurance premiums, including this policy and dealer fitted accessories totalling no more than £1,500.
Total Loss/Write Off	When the <b>Vehicle</b> is either stolen and not recovered or is deemed beyond economical or constructive repair by <b>Your Motor Insurance Policy</b> insurer, following fire, theft or accident.
Vehicle/s	Means only the <b>Vehicle</b> as identified in the <b>Policy Certificate</b> for private or business Use (excluding taxis, private hire, courier services and haulage) for Use on the public highway.
We/Us/Our	International Insurance Company of Hannover SE is registered in Germany, registration number HRB 211924. Registered Office: Roderbruchstraße 26, 30655 Hannover, Germany, acting through its UK branch whose office is located at: 10 Fenchurch Street, London EC3M 3BE, United Kingdom. Authorised by the Bundesanstalt für Finanzdienstleistungaufsicht and authorised and subject to limited regulation by the Financial Conduct Authority (FCA No. 659331).
You/Your/ Yourself	Means the person named in the <b>Policy Certificate</b> who must be the registered keeper of the <b>Vehicle</b> in respect of contract hire, contract purchase or any leasing contract and the authorised User of the <b>Vehicle</b> and (if applicable) who is named in the <b>Finance Agreement</b> .

# **ELIGIBILITY**

You can apply for cover under this policy if at the date of commencement of the Period of Insurance:

- Your Vehicle is less than 10 years old with a maximum mileage of 100,000 at the inception of the policy.
- You are the owner or the registered keeper of the Vehicle, or in respect of contract hire, contract purchase and any leasing contracts, the authorised User for the Vehicle.
- Your Vehicle as specified on the Policy Certificate is listed in the Glass's Guide and principally used in the UK having a maximum net invoice price of £75,000 unless agreed in advance with the Administrator.
- You are covered under a comprehensive Motor Insurance Policy for Your Vehicle.
- You purchase this policy within 90 days of acquiring the Vehicle.

Additionally, in respect of Finance Guaranteed Asset Protection policies:

- You are named as the customer in the Finance Agreement on the Vehicle.
- The term of the **Finance Agreement** is less than or equal to 60 months.



# **EXCLUSIONS**

- 1. Vehicle/s which have been modified in any way from the manufacturer's specification.
- 2. **Vehicle/s** owned temporarily or otherwise (resulting from trade-in or acquisition for the purposes of resale) by a business formed for the purposes of selling or servicing **Vehicle/s**, or **Vehicle/s** used for competition, racing, pace making, hire or reward, off road Use.
- 3. Any excess deducted on Your Motor Insurance Policy above £250.
- 4. Any theft or malicious damage claim which is not accompanied by a valid and substantiated crime reference number.
- 5. VAT where **You** are VAT registered.
- 6. Any costs incurred in excess or outside the liability under this insurance including any form of consequential loss.
- 7. Any Total Loss which is not subject to an indemnity under the accidental damage, fire or theft sections of a Motor Insurance Policy.
- 8. Any **Total Loss** where the driver of the **Vehicle** is under the influence of alcohol, drugs not prescribed by a registered medical practitioner, or drugs prescribed by a registered medical practitioner where a warning against driving has been given.
- 9. Additional costs within the settlement of the **Finance Agreement** for anything other than the purchase of **Your Vehicle**. This includes but is not limited to administration charges, option to purchase charges, late payment charges and arrears, early settlement charges etc. and interest charged thereon
- 10. **Our** liability in the event of any misrepresentation or concealment made by **You** or on **Your** behalf in support of obtaining the policy or any claim on **Your** policy, unless included in the **Vehicle** manufacturer's original specification (i.e. any option fitted at the factory),
- 11. Any additional options will not form part of the **Purchase Price** of the **Vehicle**, as confirmed in the invoice of sale, when assessing a claim under this policy. Additional options include but are not limited to; Road Fund Licence, insurance premiums, including this policy, or dealer fitted accessories totalling more than £1,500.
- 12. Any finance carried across on to **Your Vehicle** from previous finance arrangements.
- 13. Any maintenance element of monthly payment in respect of **Your Finance Agreement**, including additional services offered such as replacement **Vehicle**, fleet administration, roadside assistance, car telephones and fuel management.
- 14. Any amount of the **Purchase Price You** paid for the **Vehicle** by which it exceeds 110% of the Glass's Guide Retail valuation (adjusted for mileage and factory fitted accessories) at the time of purchase.
- 15. **Total Loss** occurring outside Great Britain, Northern Ireland, Isle of Man, Channel Islands, Member Countries of the European Community, and any other country for which an international motor insurance Green Card in respect of the **Vehicle** is effective at **Date of Loss**.
- 16. If the **Vehicle** is stolen unless all reasonable precautions to protect the **Vehicle** have been taken and when the **Vehicle** is left unattended all security devices and immobilisers are activated, doors locked, windows closed, and all keys removed from the **Vehicle**.
- 17. If the **Vehicle** is, a goods **Vehicle**, is used as an emergency service **Vehicle**, for self-drive hire, public or private hire or is designed to carry more than 8 people including the driver. The following **Vehicle**/s are also excluded: left hand drive; motorcycles, Bentley, Bristol, Cosworth, De Tomaso, Dorchester, Ferrari, Ginetta, Lamborghini, Lancia Thema, Maserati, Rolls Royce.
- 18. If You decline an offer of a replacement Vehicle under the terms of Your Motor Insurance Policy, then We will settle Your claim based on the value of the replacement Vehicle and not the settlement figure offered under Your Motor Insurance Policy.
- 19. Vehicle/s over 3,500kg gross weight.



#### **GENERAL EXCLUSIONS**

#### **Any Total Loss:**

- 1. Where the **Total Loss** occurred before the inception of this insurance.
- Arising directly or indirectly, in whole or in part, due to any act or omission which is wilful, unlawful or negligent on Your or the User of the Vehicle/s
  part.
- Caused by or contributed to by or arising from: Ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any
  nuclear waste from the combustion of nuclear fuel. The radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly
  or of its nuclear component.
- 4. Occasioned by or happening through war, invasion, act of foreign enemy hostilities (whether war is declared or not) civil war, rebellion, revolution, insurrection or military or usurped power.
- 5. Arising directly or indirectly from pollution or contamination.
- 6. Directly or indirectly caused or occasioned by or happening through or in consequence of terrorism or any action taken in controlling preventing or suppressing any acts of terrorism or in any way relating thereto. For the purpose of this exclusion terrorism means the use of biological, chemical and/or nuclear force or contamination and/or threat thereof by any person or group of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear. However, losses caused by or resulting from riot, riot attending a strike, civil commotion and malicious damage are not excluded hereunder.

## **GENERAL CONDITIONS**

You must comply with the following conditions to have the full protection of Your policy. If You do not comply with them We may at Our discretion cancel the policy or refuse to deal with Your claim or reduce the amount of any claim payment.

- 1. Duty of Care: You must not continue to drive the Vehicle after any damage or incident if this could cause further damage to Your Vehicle.
- 2. Fraud: You must not act in a fraudulent manner. If You, or anyone acting for You, makes a claim under the policy knowing the claim to be false, or fraudulently exaggerated in any respect; or makes a statement in support of a claim, knowing the statement to be false in any respect; or submits a document in support of a claim, knowing the document to be forged or false in any respect; or makes a claim in respect of any loss or damage caused by Your wilful act, or with Your connivance,

#### Then:

- 1. We shall not pay the claim
- 2. We may declare the policy void
- 3. We shall be entitled to recover from You the amount of any claim already paid under the policy
- 4. **We** shall not make any return of premium
- 5. **We** may inform the police of the circumstances.

Where the Claim **Administrator** is not consulted prior to the insurance payment being made. Confirmation must be received by **You** the customer from Claim **Administrator** before the insurance payment is made. Failure to comply will result in the claim being refused.

# **Cancellation - Cooling Off Period**

You have the right to cancel this cover within 30 days of receipt of this document without giving any reason and receive a full refund. You should contact the dealer from whom You purchased this policy by recorded delivery letter, fax or email who will arrange the refund. If You wish to cancel this policy after the 30 day cooling off period You must send a recorded delivery letter to the dealer from whom You purchased this policy. If You cancel this policy after the 30 day cooling off period You will be entitled to a refund proportionate to the unexpired months remaining in the Return to Invoice cover as shown in Your Policy Certificate as long as You have not made a claim and do not intend to make a claim. There will be an administration fee of £35 deducted from the calculated amount prior to any refund being paid.

# **Duty of Disclosure**

The policy has been issued based upon information which **You** have given to **Us** about **Yourself**, and **Your Vehicle**. **You** have a duty to tell **Us** immediately of any changes to this information in particular any of the following: change of address, or Use of the **Vehicle** e.g. being used for private hire, failure to do so may invalidate **Your** cover under this policy. **We** will then advise **You** of any changes in terms.

The Law Applicable to this policy, Your policy will be governed by the law of England and Wales unless You and We have agreed otherwise.



# **CLAIMS CONDITIONS**

You must comply with the following conditions to have the full protection of Your policy. If You do not comply with them, We may, at Our discretion, cancel the policy or refuse to deal with Your claim or reduce the amount of the claims payment.

### Making a claim

All claims MUST be made within thirty days of the Total Loss occurring.

- 1. Contact the Claims Administrator.
- 2. Protect the damaged Vehicle. You must take all reasonable steps to safeguard the Vehicle in the event of any damage occurring to Your Vehicle.
- 3. Malicious damage and theft. You must report the incident to the Police and advise Us of Your valid crime reference number.
- 4. Claims Procedures. A detailed claims procedure is given in this policy. **You** must follow this procedure, failure to do so may result in non-payment of **Your** claim.
- 5. Salvage. We accept no liability for the responsible disposal of Your Vehicle or its salvage in any event.
- 6. Use of Assessors. At notification of any claim **We** reserve the right to instruct an independent engineer to inspect **Your Vehicle** before authorising any claim. Any decision on liability will be withheld until this report is received. When this right is exercised **We** shall have no liability for any loss to **You** arising from any possible delay.
- 7. Subrogation. We may at Our sole discretion take any steps in Your name against any person including but not limited to Your Motor Insurance Policy insurer to recover any money We pay in settlement of Your claim. You must give Us all assistance necessary. We may also at Our discretion take over negotiations with Your Motor Insurance Policy insurer with respect to Your Total Loss claim.
- 8. Offer of Settlement. If You accept an offer of settlement in respect of a Total Loss from Your Motor Insurance Policy of less than the Market Value of Your Vehicle We will settle Your claim using the Market Value.

#### How to make a claim

If Total Loss occurs, please help the Claims Administrator by reporting Your claim according to the following procedure.

#### **Contact the Claims Administrator**

In the unfortunate event that a **Total Loss** occurs, please contact the **Claims Administrator**, Unit 8 Abbots Business Park, Primrose Hill, Kings Langley, Hertfordshire, WD4 8FR or call 0333 323 0383.

#### For Claims Authorisation, You must:

- 1. Advise Your policy number and Vehicle details.
- 2. Advise the cause of **Total Loss**.
- 3. Contact the Claims Administrator as soon as You receive the written offer of settlement under Your Motor Insurance Policy.
- 4. Supply the following:
  - i. A copy of Your motor insurance schedule including Your Motor Insurance Policy.
  - ii. Purchase invoice.
  - iii. Crime number (if applicable).
  - iv. Finance Agreement with settlement letter (if applicable).
  - v. Vehicle registration document in Your name (V5).
  - vi. Photos of the damaged **Vehicle** (if applicable).
  - vii. A completed claim form (this will be sent out when Your claim is recorded).
  - viii. Insurance settlement letter (when agreed).
- 5. Settlement. No benefit shall become payable under this policy until We have received proof to Our satisfaction of:
  - i. Payment of the appropriate premium in respect of the policy.
  - ii. The payment of the claim for Total Loss under the Motor Insurance Policy.
  - iii. Evidence of the Total Loss and the Insured Value as at the Date of Loss.
  - iv. Your policy number and Vehicle details and a copy of Your insurance Policy Certificate.
  - v. Cause of **Total Loss**.
  - vi. A valid crime reference number in the case of malicious damage or theft.
  - vii. Your contact and payment details for reimbursement.
  - viii. Details of any outstanding finance arrangement including the outstanding balance, remaining term, interest charges.
  - ix. Your original invoice detailing Purchase Price of the Vehicle.
  - x. Any other evidence which may be reasonably required by **Us**.

### FRAUDULENT CLAIMS or MISLEADING INFORMATION

We take a robust approach to fraud prevention. If any claim under this insurance is fraudulent or 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 insurance, Your right to any benefit under this insurance will end, Your cover will be cancelled and We will be entitled to recover any benefit paid and costs incurred as a result of any such fraudulent or misleading claim. We may also inform the Police.



#### TRANSFERRING YOUR POLICY

This policy cannot be transferred to another Vehicle or to any subsequent owner of the Vehicle.

#### **CANCELLING YOUR POLICY**

You have the right to cancel this cover within 30 days of receipt of the policy document without giving any reason and receive a full refund. You should contact the selling agent by recorded delivery letter, fax or email who will arrange the refund. If You wish to cancel this policy after the 30 day cooling off period, You must send a recorded delivery letter to the Claims Administrator. If You cancel this policy after the 30 day cooling off period, there will be a proportionate refund provided there have been no claims, if there has been any claim, no refund will be given. We may cancel this policy by giving You 30 days' notice posted to the address shown on the Policy Certificate. Unless the reason for cancellation is, in Our opinion, for fraudulent activity, You will be entitled to a pro-rata return of premium after the deduction of a £35.00 administration fee.

# **CUSTOMER ENQUIRIES**

We will always try to give You a quality service. If You think We have let You down, please write to:

The Auto Group Corporate, Unit 8 Abbots Business Park, Primrose Hill, Kings Langley, Hertfordshire. WD4 8FR

Alternatively, You can contact them by email at: complaints@taginsure.co.uk.

Details of **Our** internal complaint-handling procedures are available on request. If **You** are still not satisfied, **You** can contact the Insurance Division of the Financial Ombudsman Service at:

Exchange Tower, London, E14 9SR

You can also contact them on 0800 023 4567 or 0300 123 9123. Website: www.financial-ombudsman.org.uk

You have the right to refer Your complaint to the FOS, free of charge, but You must do so within six months of the date of Our final response letter.

If **You** do not refer **Your** complaint in time, the Ombudsman will not have **Our** permission to consider **Your** complaint and so will only be able to do so in very limited circumstances. For example, if the Ombudsman believes that the delay was as a result of exceptional circumstances.

# **COMPENSATION SCHEME**

The **Insurers** are covered by the Financial Services Compensation Scheme, established under the Financial Services and Markets Act 2000 (the "Compensation Scheme"). If the **Insurer** is unable to meet its obligations under the policy an **Insured Person** may be entitled to compensation from the Compensation Scheme.

# **LANGUAGE AND LAW**

This insurance is written in English and all communications about it will be in English.

The law which applies to this insurance is the law applicable in the part of the United Kingdom, Channel Islands or Isle of Man in which **You** live and any legal proceedings between **You** and **Us** in connection with this contract will take place in the courts of the part of the United Kingdom, Channel Islands or Isle of Man in which **You** live. 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. **We** will not provide any benefit under this contract of insurance if doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

### **DATA PROTECTION ACT**

We take your privacy very seriously and will only use your personal information to administer your account and provide the products and services that you have requested.

To enable us to take the necessary steps to enter into a contract with you to provide the appropriate insurance products and services we collect the following information:

- You First Name, Surname, Address, Postcode, Date of Birth, email address, phone number.
- Your living situation (whether you live in shared accommodation Yes/No).
- Whether you or they have any unspent criminal convictions Yes/No.
- Payment details in order to purchase the insurance.



- Details about any claim being made under the insurance.
- Details of any complaint should there be a need to make one.

If you do not wish us to collet this information, we cannot offer you this product.

Any personal information provided by you may be held by **US** in relation to Your product or service. It may be used by our staff in making a decision concerning Your product or service and for the purpose of servicing the product or providing the service, administering claims and resolving complaints. Information may be passed to other service providers for these purposes. Information may also be passed to the Financial Regulator, Financial Ombudsman, HMRC, auditors and others who have a legal requirement to see it to honour a legal obligation. We may obtain information about you from credit reference agencies, fraud prevention agencies and others to check your credit status and identity. The agencies will record our enquiries, which may be seen by other companies who make their own credit enquiries. We will check your details with fraud prevention agencies. If you provide false or inaccurate information and we suspect fraud, we will record this.

We may also use generic personal information to assist us in product development and pricing

We and other organisations may use these records to:

- 1. help make decisions on the policy and any claims, for you
- 2. trace debtors, recover debt, prevent fraud
- 3. check your identity to prevent money laundering, unless You furnish us with satisfactory proof of identity.

Under Data Protection legislation, you can ask us in writing for a copy of certain personal records held about you. A charge may be made for this service.

We may contact you by letter email or phone during the life of the policy and/or the course of any claim and at the conclusion of the claim to complete any customer satisfaction surveys

If you have so authorised we may make your details available to other specially accepted companies to use for their own marketing purposes, if at any time in the future, you would prefer us not to do this, please let us know

We will take the following measures to ensure that personal information kept is accurate:

- We will check each new application against any existing customer records
- Where relevant, on anniversary dates or renewal dates, we will write to ask for any updates

# How long do we keep your data?

We will keep your personal data for as long as is necessary for the purposes for which it was originally collected. These purposes can be found in the section 'How will we use your information?'.

To ensure the financial integrity of our records held in our databases, we will retain your personal data within those systems indefinitely unless it is deemed unlawful to do so.

Where information has been created based on the data held in those databases, for example reports, documents and spreadsheets, we will retain those records for the longer of seven years from the date that your last claim on the policy was settled or twelve years after the expiry date of your insurance policy

### Your rights relating to your personal data

Our obligations to you

We are obliged to provide you with information on any actions that we have taken in response to any of the following requests.

- Right to have access to your personal information.
- Right to have your personal data corrected or removed if it is inaccurate.
- Right to have your personal data deleted from our systems.
- Right to restrict the processing of your personal data.
- Right to object to the processing of your personal data for communications and marketing.
- Right to have your personal data transferred to another company.
- Right to lodge a complaint with the regulator and/or seek a judicial remedy.

We will respond to you within one month of the receipt of a request unless the number and complexity of the requests made is deemed sufficiently high in which case we may extend this time by a further two months. We will inform you if we need to make use of this additional time and why we need to do so.

We will not charge you for responding to any of these requests unless it can be demonstrated that you are making an excessive amount of repetitive requests or that your request is not based on fact, realistic considerations, or the like. In this exceptional case, we may charge you a reasonable fee or choose to refuse your request.

If you disagree then you may raise your concerns with the Information Commissioner's Office. https://ico.org.uk/concerns/

To assist us in responding to these requests, we may ask you to verify your identity to make sure that we do not give your personal data to the wrong person, update your data with details you did not provide or take action on your data that you did not request.



## Right to have access to your personal information

You have the right to request a copy of the personal information that we hold about you.

If you would like a copy of some or all of your personal information, please email us at complaints@taginsure.co.uk or write to the Data Protection Officer at The Auto Group Corporate, Unit 8 Abbots Business Park, Primrose Hill, Kings Langley, Hertfordshire, WD4 8FR

### Right to have your personal data corrected or removed if it is inaccurate

It is important to us that your personal information is accurate and up to date.

If you believe that some information is inaccurate or should be removed, you may either update your information directly via the app or email us at complaints@taginsure.co.uk or write to the Data Protection Officer at The Auto Group Corporate, Unit 8 Abbots Business Park, Primrose Hill, Kings Langley, Hertfordshire, WD4 8FR with details of your request.

# Right to have your personal data deleted from our systems

You can request that we delete your personal data from our systems if you believe that:

- We no longer need to process your personal data in order to provide you with appropriate insurance products and services or;
- We no longer need to process your personal data in order to process any claims you make or;
- We have processed your personal data in a manner which you believe is unlawful or;
- We have to delete your personal data to comply with another piece of legislation.

We may choose to refuse your request if we believe that:

- We have a legal obligation to keep your data or;
- It is required for the purposes of processing outstanding insurance claims or;
- It is required for establishing or defending a legal claim.

If you disagree then you may raise your concerns with the Information Commissioner's Office. https://ico.org.uk/concerns/

# Right to restrict the processing of your personal data

You can request that we temporarily halt the processing of your personal data if you believe that:

- We should not process your data whilst we are in discussions with you regarding a disagreement over the accuracy of your personal data or;
- We have processed your personal data in a manner which you believe is unlawful but rather than wanting us to delete your data you would prefer us to take another course of action to rectify your issue or;
- We no longer require the data but you do not wish us to remove it from our systems as you require it for establishing or defending a legal claim.

If such a restriction is put in place, then we will not process your data without informing you first that the reason for the restriction has been lifted.

Exceptions to this are that we can continue to process your data as follows:

- Storing your data or;
- Using it for processing any insurance claims that you have made or;
- Using it for the purposes of establishing or defending a legal claim or;
- Using it for the protection of the rights of another person.

If you disagree then you may raise your concerns with the Information Commissioner's Office. https://ico.org.uk/concerns/

# Right to object to the processing of your personal data for communications and marketing

To provide you with the best service whilst using the mobile app, we would like to send you reminders concerning insurance quotes you may have previously created using the app.

You have a right at any time to stop us from contacting you and if you wish to do so, please update the app

## Right to have your personal data transferred to another company

You have the right to receive a copy of the personal data that you have provided to us, that we process using our computer systems, in a format that can be read by another person's or company's computer system.

You have the right to transfer that copy of your personal information or can request that we do it for you, where it is technically feasible for us to do so.



This right of transfer can be refused if we feel that it would adversely affect the rights of another person.

If you disagree then you may raise your concerns with the Information Commissioner's Office. https://ico.org.uk/concerns/

# Right to lodge a complaint with the regulator (Information Commissioner's Office) and/or seek a judicial remedy

If we do not take action on your request within one month of its receipt and do not provide you with reasons why then you may lodge a complaint with the Information Commissioner's Office. <a href="https://ico.org.uk/concerns/">https://ico.org.uk/concerns/</a>

If you believe that the way that we have processed your personal data is not in keeping with current Data Protection legislation then you may lodge a complaint with the Information Commissioner's Office. <a href="https://ico.org.uk/concerns/">https://ico.org.uk/concerns/</a>

If you believe that your rights under current Data Protection legislation have been infringed as a result of the way that we have processed your personal data then you may seek a judicial remedy via the courts. <a href="https://ico.org.uk/for-the-public/compensation/">https://ico.org.uk/for-the-public/compensation/</a>