Vehicle Replacement

Your Policy Terms & Conditions

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Welcome

Thank **You** for choosing Sura to provide **Your** policy. It is important that **You** read this document as it contains the full terms and conditions of **This Insurance**.

If **You** have any questions regarding the cover, please contact the Sura Customer Services team on 0330 043 99 33, who will be happy to help.

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This policy is a contract between **You** and the **Insurer**, Helvetia Global Solutions Ltd, UK Branch. Helvetia Global Solutions is incorporated in Liechtenstein, registration number 0002191766. Helvetia Global Solutions Ltd's UK Branch is registered in England & Wales under UK Establishment number: BR024650. UK Establishment address: 6 Bevis Marks, London EC3A7BA. Helvetia Global Solutions Ltd is authorised and regulated by the Liechtenstein Financial Market Authority, Authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Registered on the Financial Services Register under the firm reference number 454140.

For details of authorised firms visit the Financial Conduct Authority Website on www.FCA.org.uk or by contacting the Financial Conduct Authority Consumer helpline on 0800 111 6768.

The **Insurer** is covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if **We** cannot meet **Our** obligations to **You**. This depends on the type of business and circumstances of the claim. Insurance arranging and administration is covered for 90% of the claim with no upper limit. **You** can learn more about this scheme at www.fscs.org.uk or by phoning 0800 678 1100 or 0207 741 4100.

This Insurance is administered and claims are handled by Spectrum Insurance Services Limited.

Important Information

All insurance policies have exclusions and restrictions. **You** should read the policy documentation carefully to make sure it provides the cover **You** need. **You** should take the opportunity to review and question any items that are unclear to **You**.

By proceeding to purchase this cover **You** confirm that:

- **You** are happy to do so at both the premium and terms indicated
- The protection is affordable to **You**.

You may need to review and update **Your** cover from time to time to ensure that it remains adequate.

The insurance is provided on a non-advised basis so a personal

recommendation to **You** about the suitability of this plan for **Your** demands and needs will not be made. As such, it is **Your** responsibility to decide whether this protection meets **Your** demands and needs. **We** will be happy to provide **You** with factual information to assist **You** in making an informed buying decision.

Sura has not provided You with any personal recommendations or advice about whether this product meets Your specific insurance requirements.

Demands and Needs

This protection will suit the demands and needs of an individual who owns a motor **Vehicle** and wishes to be provided with a **Replacement Vehicle** in the event of a **Total Loss** motor insurance claim.

What is Covered

In the event of **Your Vehicle** being declared a **Total Loss**, **This Insurance** will pay the difference between the **Motor Insurers Settlement** at the **Point of Total Loss** and the cost of a **Replacement Vehicle** matching the original **Vehicle** specification, or the **Purchase Price**, whichever is the higher. Where a like for like **Replacement Vehicle** is not being purchased or is not available, settlement will be based on the original **Purchase Price**.

If **You** purchased **Your Vehicle** under a finance agreement (except where the policy is transferred) and the **Outstanding Finance Balance** at the **Point of Total Loss** is greater than the **Purchase Price**, **This Insurance** will pay the difference between the **Motor Insurers Settlement** at the **Point of Total Loss** and the **Outstanding Finance Balance**.

Cover will include up to a maximum of £1,000 motor insurance excess. The maximum amount **We** will pay is restricted to the claim limit shown in the **Schedule**.

What is not Covered

Your Insurance does not cover

1. Any claim where the **Total Loss** is not subject to an indemnity under the relevant sections of **Your** motor insurance policy.
2. Any outstanding premium, claims excess above £1,000 deducted by **Your Motor Insurer**, claims excess that is recoverable from a third party or other source. If the **Motor Insurer** reduces the amount **They** pay to **You** due to **Your** contributory negligence or the condition of the **Vehicle**, **We** will reduce the amount **We** pay under **This Insurance** by the same amount.
3. Contract Hire and Lease **Vehicles**.
4. **Negative Equity**, arrears, the cost of fuel, surrenderable road fund licence, insurance premiums and warranty costs.
5. Any claim where **You** have the option to receive a **Replacement Vehicle** under the terms of **Your** Motor Insurance Policy (new for old) in respect of the **Total Loss** of **Your Vehicle**. (The balance of this cover can be transferred to the **Replacement Vehicle** on request, free of charge.)
6. Any claim where the **Total Loss** occurs outside the **Geographical Area** or arises as a consequence of war, terrorism or civil commotion.
7. Any claim where the **Total Loss** is caused by an accident when the driver of **Your Vehicle** is under the influence of alcohol or drugs not prescribed by a registered medical practitioner or drugs prescribed by a registered medical practitioner in respect of which a warning against driving is given.
8. Any claim where the GAP loss is covered by any other insurance or warranty, compensation for loss of use of **Your Vehicle** or any resultant loss of any kind.
9. Any claim which is the subject of fraud or dishonesty.
10. Most passenger **Vehicles** or vans up to 3,500kg GVW (Gross **Vehicle** Weight) can be covered, other than **Vehicles** that;
    - Are not listed in Glass's Guide;
    - Have been previously recorded as an insurance **Total Loss**;
    - Have been modified from the manufacturer's specification (unless agreed by the **Motor Insurer**);
    - Are used as a taxi or minicab, used for any other type of hire or reward, including peer to peer **Vehicle** rental & short term rental schemes and emergency **Vehicles**;
    - Are heavy goods **Vehicles** over 3,500Kg GVW;
    - Are mini-buses;
    - Are quad bikes or trikes;
    - Are used for road-racing, rallying, or any other competitive event;
    - Have a **Purchase Price** in excess of £100,000 (unless agreed by **Us** in writing) and that are not fitted with a Thatcham or manufacturer approved tracking device.
11. Qualifying VAT if **You** are VAT registered.

Eligibility

1. **An individual or sole trader** will be eligible for **This Insurance** cover if he or she:
   a. Is at least 18 years of age at the start date;
   b. Is the owner or registered keeper of the insured **Vehicle** or is the spouse or civil partner of the owner and registered keeper of the insured **Vehicle** and who has a financial interest in the insured **Vehicle**;
   c. Holds a valid, current full driving licence;
   d. Is the policy holder or a named driver on the motor insurance policy
2. **A limited company** will be eligible for **This Insurance** cover if:
   a. It is permanently situated and registered in England, Scotland, Northern Ireland, Wales, the Isle of Man or the Channel Islands;
   b. It is the registered keeper of the insured **Vehicle**;
   c. It has a motor insurance policy in place covering the insured **Vehicle** for the lifetime of this policy.
3. **A Vehicle** can only be considered as the insured **Vehicle** under this policy if it:
   a. Is less than 10 years old;
   b. Has covered less than 100,000 miles;
   c. Has a recorded insured value of between £5,000 and £100,000 (Unless additional premium has been paid);
   d. Is **not** a Contract Hire and Lease **Vehicles**;
   e. Most passenger **Vehicles** or vans up to 3,500kg GVW can be covered, other than **Vehicles** that;
      - Are not listed in Glass's Guide;
      - Have been previously recorded as an insurance **Total Loss**;

- Have been modified from the manufacturer's specification (unless agreed by the **Motor Insurer**);
- Are used as a taxi or minicab, used for any other type of hire or reward, including peer to peer **Vehicle** rental & short term rental schemes and emergency **Vehicles**;
- Are heavy goods **Vehicles** over 3,500Kg GVW;
- Are minibuses;
- Are quad bikes or trikes;
- Are used for road-racing, rallying, or any other competitive event;
- Have a **Purchase Price** in excess of £100,000 (unless agreed by **Us** in writing) and that are not fitted with a Thatcham or manufacturer approved tracking device.

Understanding This Insurance

What the terms mean

Any word or expression used in this document to which a specific meaning has been attached will have that same meaning throughout **This Insurance** and will appear with an initial capital letter.

1. **Administrator** means Spectrum Insurance Services Limited
2. **Data Controller** means the **Insurer**, the **Administrator** and Sura Group Limited t/a Sura, who determines the purposes and means of processing **Your** personal data.
3. **Geographical Area** means England, Wales, Northern Ireland, Scotland, Isle of Man and the Channel Islands. Cover also applies to member countries of the European Economic Community and any other country for which an International Motor Insurance Certificate is effective on **Your Vehicle** at the **Point of Total Loss** up to 120 days in any one trip.
4. **Glass's Guide Retail Value** means the car values guide published monthly by Glass's Information Services Limited used by the Insurance Industry in assessing **Vehicle** values based on the adjusted retail valuation.
5. **Insurer / They / Their** means Helvetia Global Solutions Ltd, **UK** Branch.
6. **Motor Insurer** means the company that issued the certificate of motor insurance relating to the Insured **Vehicle**.
7. **Motor Insurers Settlement** means the **Motor Insurers** loss valuation excluding any deductions made by the **Motor Insurer** for **Vehicle** condition or pre-existing damage, any modifications, absence of service record or other such deductions.
8. **Negative Equity** means any finance balance carried forward from **Your** previous **Vehicle** less any part exchange allowance made.
9. **Outstanding Finance Balance** means the amount owing to the finance company at the **Point of Total Loss** relating to the **Purchase Price** of the **Vehicle**, less any arrears, rebates, warranties, maintenance fees or any other insurance products.
10. **Period of Insurance** means the period this policy lasts for, as stated in the **Schedule**, except where a claim is made on this policy, in which case the policy will end when that claim settlement is made.
11. **Point of Total Loss** means the date and time of the incident that gives rise to **Your** claim for the **Total Loss** of **Your Vehicle**.
12. **Policy Start Date** means the date on which **Your** Insurance starts as shown in the **Schedule**.
13. **Purchase Price** means the price of **Your Vehicle**, as confirmed in the sales invoice which includes factory fitted accessories and dealer fitted options up to £1,500, paintwork protection systems up to £250.

    We exclude all deposit allowances, discounts, rebates, concessions, cashbacks, incentives and contributions. **We** also exclude new **Vehicle** registration fees, road fund licence fee, number plates, warranty costs, insurance premiums, fuel and other extras, arrears or **Negative Equity**.

    In the event of a transfer or where a bona fide purchase invoice from a VAT registered motor dealer cannot be provided and / or **This Insurance** is transferred more than 180 days after the **Vehicle** purchase date the **Purchase Price** will be based on the current **Glass's Guide Retail Value** applicable at the date of transfer of **This Insurance**.
14. **Schedule** means the part of **This Insurance** that contains details of **You**, **Your Vehicle**, cover selected, the **Period of Insurance** and claim limits.
15. **Replacement Vehicle** means the value of a **Replacement Vehicle** matching the original **Vehicle** specification. Where a like for like **Replacement Vehicle** is not purchased or is not available, settlement will be based on the original **Purchase Price**.

    Where the original **Vehicle** was purchased as a Used **Vehicle** or **You** are not the first registered keeper, the cost of the **Replacement Vehicle** will be based on similar age and mileage of the original **Vehicle** when it was purchased by **You**, limited to a maximum of the Glass's Guide Retail valuation at the **Point of Total Loss**. The cost of the **Replacement Vehicle** will include all manufacturer options, up to £1,500 of dealer fitted accessories, paint protection systems up to £250 that were supplied with the original **Vehicle** and detailed on the purchase invoice.

    Where applicable first registration fees and delivery charges, plus any discounts available.
16. **This Insurance** means the cover detailed in this policy document.
17. **Total Loss** means that **You** have claimed under **Your** Motor Insurance, **Your** claim has been agreed, **Your Vehicle** has been forfeited (title of the **Vehicle** transferred to the **Motor Insurer** or bona fide VAT registered salvage agent) and a payment made following the incident that rendered **Your Vehicle** beyond economic repair.
18. **UK** means the United Kingdom, Channel Islands and Isle of Man.

19. **Vehicle** means the car or light Van detailed on **Your Schedule**. Motorcycles, caravans and motorhomes, can only be covered with additional approval from a Sura operative and will be subject to an additional premium.
20. **We / Us / Our** means Spectrum Insurance Services Limited.
21. **You / Your / Yourself** means the Insurance holder named in the **Schedule**, being the registered keeper of the **Vehicle**, person/company named as the account holder in the finance agreement covering the Insured **Vehicle**; and as the person/company named as the policy holder or named driver on the Motor Insurance policy.

General Conditions

What the terms mean

1. **Your Vehicle** must be insured by a **Motor Insurer** authorised and regulated in the **UK** for its full market value. If **You** only have third party, fire and theft insurance **You** can only make a claim on **This Insurance** for **Total Loss** due to fire or theft. If the **Motor Insurer** reduces the amount it pays under **Your** Motor Insurance Policy because of **Your** contributory negligence or due to the condition of the insured **Vehicle**, **We** will reduce the amount **We** pay under this policy by the same percentage. Motor Trade Policies are excluded from this policy unless the **Vehicle** is insured for its full market retail value.
2. For **This Insurance** to become effective, **Your Motor Insurer** must declare **Your Vehicle** a **Total Loss**, make a payment to **You** in settlement of **Your** claim, and the **Vehicle** forfeited.
3. **You** must take all precautions to safeguard the **Vehicle** against loss or damage. Where the **Vehicle** is left unattended all security devices or immobilisers must be activated, doors locked, windows closed and all keys removed from the **Vehicle**.
4. In the event of a **Total Loss**, **You** must contact **Us** within 120 days of the date on which the loss or damage occurred and **We** can advise **You** of the current Market Value of **Your Vehicle**. **You** must not accept a settlement offer from **Your Motor Insurer** until **You** have contacted **Us**, and **We** have given **Our** consent for **You** to do so.
5. Failure to pay any GAP premium instalment will result in the immediate suspension of **This Insurance** and may result in cancellation. In the event of a claim, **We** will offset any outstanding premium against **Your** claim settlement.
6. **Consumer Insurance (Disclosure and Representations) Act 2012**

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

   1. Supply accurate and complete answers to all the questions **We** or the **Administrator** may ask as part of **Your** application for cover under the policy;
   2. To make sure that all information supplied as part of **Your** application for cover is true and correct;
   3. Tell **Us** of any changes to the answers **You** have given as soon as possible.

   Failure to provide answers in-line with the requirements of the Act may mean that **Your** policy is invalid and that it does not operate in the event of a claim.

7. **Your responsibilities**

   a. All Insured Persons must:

      i. Observe the terms, conditions and exclusions of **This Insurance** and **Your** Motor Insurance

      ii. Take all reasonable steps to try to prevent any incident that may give rise to a claim

      iii. Maintain all property and take all reasonable steps to minimise the amount payable under **This Insurance**

      iv. Report any claim caused by any criminal action to the Police within 24 hours

   b. Insured Persons will be entitled to cover under **This Insurance** only if the circumstances, which **You** have confirmed to exist in **Your** application, remain applicable. If during the **Period of Insurance** these circumstances change, **You** must immediately notify **Us**. In such event the **Insurer** reserves the right:

      i. To charge an additional premium to continue cover, or

      ii. To cancel **This Insurance**.

8. **Recoveries/Subrogation**

   The **Insurer** reserves the right to take legal proceedings in **Your** name, at **Their** own expense and for **Their** own benefit, to recover any costs or damages **They** have paid out under **This Insurance** to anyone else. If any Insured Person recovers any costs or damages previously paid under **This Insurance** from any other party, such costs or damages must be immediately repaid to **Us**.

9. **Disputes**

   If any dispute between the Insured Person and **Us** arises from this policy, the Insured Person can make a complaint to **Us** as described on the back page of this policy and **We** will try to resolve the matter. If **We** are unable to satisfy the Insured Person's concerns the Insured Person can ask the Financial Ombudsman Service to arbitrate over the complaint.

10. **Assignment**

    This Insurance is between and binding upon the **Insurer** and **You** and **Their**/**Your** respective successors in title, but **This Insurance** may not otherwise be assigned by **You** without the **Insurer's** prior written consent.

11. **Waiver**

    If the **Insurer** or any Insured Person fails to exercise or enforce any rights conferred on **Them** by **This Insurance**, the failure to do so will not be deemed to be a waiver of such right, nor will it bar the exercise or enforcement of, such rights at any subsequent time.

12. **Governing law**

    Unless the **Insurers** have agreed otherwise in writing, this Contract of Insurance will be governed by English law.

13. **Third party rights**

    Unless expressly stated in **This Insurance**, nothing in **This Insurance** will create any rights in favour of any person pursuant to the Contracts (Rights of Third Parties) Act 1999. This Condition does not affect any right or remedy, of any person, which exists or is available otherwise than pursuant to that Act.

How to Make a Claim

1. **What to do immediately:**

   Should **You** need to make a claim, please call the **Administrator** on **0114 321 9877** before accepting any offer from **Your Motor Insurer**. If **You** do accept an offer before contacting **Us** any claim settlement made to **You** could be changed to reflect the market value of **Your** insured **Vehicle** at the time of the **Total Loss**.

   IMPORTANT

   Do not accept a settlement offer from **Your Motor Insurer** without first contacting the **Administrator**.

   If **You** accept a settlement figure from **Your Motor Insurer** which is less than the market value of **Your** insured **Vehicle We** reserve the right to instruct the **Administrator** to seek an increased settlement on **Your** behalf, or ask **Them** to calculate the benefit using the market value of the insured **Vehicle** according to the retail value shown in Glass's Guide publication.

   All claims must be notified as soon as is reasonably possible and in any event You should notify the Administrator within 120 days from the Point of Total Loss.

   Please call the **Administrator** on **0114 321 9877**

   Their claims department is open from 9.00am to 5.00pm Monday to Friday. **They** are closed on Saturdays and Sundays.

2. What happens next:

   The **Administrator** will send **You** a claim form for **You** to complete and return.

   You must not accept any settlement offer from **Your Motor Insurer** until **You** have been provided with the valuation and obtained the **Administrator**'s agreement to do so.

   You must fully complete the claim form and return it to the **Administrator** (this may be online). The completion and postage of any forms/documents the **Administrator** may require will be at **Your** expense.

   You must supply all information and assistance which the **Insurer** or the **Administrator** may reasonably require in establishing the amount of any payment under **This Insurance**. Details of all information/documentation required will be confirmed by the **Administrator**.

   Subject to receiving all necessary information and supporting documentation, **Your** claim will normally be settled within 30 working days, from receipt of all required documentation.

   Where applicable the settlement will be made directly to the finance company on **Your** behalf.

3. What **We** may require:

   The **Administrator** may at any time request **You** to provide **Them** with additional documentation to validate **Your** claim.

   The **Administrator** will be unable to process **Your** claim if **You** do not provide:

   - a copy of **Your** Motor Insurance **Schedule**; and
   - **Your Motor Insurer**'s written confirmation that the Motor Insurance Settlement has been paid following **Your** claim for **Total Loss** and the terms on which the Motor Insurance Settlement was made; and;
   - **Your** original invoice relating to the insured **Vehicle**; and
   - a copy of **Your** finance agreement, written confirmation from **Your** finance company of the early settlement amount and the terms on which it has been calculated; and
   - a valid crime reference in the case of malicious damage or theft.

   The **Administrator** may request **You** to provide additional information which may be reasonably required by **Them** to assess the validity of **Your** claim for benefit. If the **Administrator** does not receive such proof **We** will instruct the **Administrator** not to pay the benefit.

4. **Your responsibilities:**

   You must comply with the terms and conditions of this policy. In particular, **You** must comply with the following conditions to have the full protection of **Your** policy. If **You** do not comply with **Them**, **We** may cancel this policy, refuse to deal with **Your** claim, or reduce the amount of the claims payment.

   1. Malicious damage or theft

      You must in the case of malicious damage to or theft of the insured **Vehicle** report the incident to the police within 24 hours of **You** being aware of the incident occurring and advise the **Administrator** of **Your** valid crime reference number.

   2. Claims procedure

      Failure to follow the claims procedure set out in this policy may result in non-payment of **Your** claim.

   3. Dishonesty

      If the **Administrator** or the **Insurer** make any payments as a result of dishonesty or exaggerated behaviour by **You** (or by someone acting on **Your** behalf) **They** may demand that any payments made by **Them** are paid back. **They** may take legal action against **You** for the

return of such monies and **They** may demand that **You** reimburse **Them** for any costs incurred.

5. **Best Endeavours**

   Prior to acceptance of any offer, **You** must be able to demonstrate to The **Insurer** that **You** have used **Your** best endeavours to obtain the maximum settlement under **Your** Motor Insurance Policy.

   If **You** accept an offer from **Your Motor Insurer** of less than the current Market Value of the **Vehicle** the **Administrator** reserves the right to seek an increased motor insurance settlement on **Your** behalf and the **Administrator** may take action in **Your** name against any person including but not limited to **Your Motor Insurer** to recover any money the **Administrator** or the **Insurer** pay in settlement of **Your** claim. **You** must give the **Administrator** and the **Insurer** all reasonable assistance.

Cancellation

Our Right to Cancel

The **Insurer** shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **You** at **Your** last known address.

a. **We** may cancel **This Insurance** if in **Our** opinion **You** have at any time:

b. Given **Us** false or incomplete information;

c. Agreed to help anyone try to take money from **Us** dishonestly;

d. Failed to meet the terms and conditions of **This Insurance**;

e. Failed to act honestly towards **Us**;

f. Non-payment of premium;

g. Threatening and/or abusive behaviour

Your Right to Cancel

You may cancel **This Insurance** within 30 days of the policy purchase date and obtain a full refund by contacting Sura.

After 30 days provided that no claim has been made **You** may cancel **This Insurance** and receive a pro-rata refund of the premium paid for each unexpired days cover, calculated at the date the cancellation request is received by Sura.

To cancel **Your** policy please contact **Our** Customer Services team on 0330 043 99 33, who will be happy to help, or email **Us** on customerservice@sura.co.uk

Please note if a claim has been submitted on **Your** policy, no refund will apply.

Transfer

Following the transfer of **This Insurance** no refund or part return of premium is available.

If **You** sell **Your Vehicle**, provided that no claim has been made under **This Insurance**, **You** may transfer the remaining cover to the **Replacement Vehicle**, subject to **Our** agreement. No fee will apply for this transfer. Although where the **Purchase Price** of the **Replacement Vehicle** is greater than the original **Vehicle Purchase Price**, an additional premium may be required. A new **Schedule** will be issued to **You** confirming the **Replacement Vehicle** details. Cover will not include any refinancing.

Where **You** purchase a new replacement policy from Sura **You** may receive a pro-rata allowance of the premium paid for each complete unexpired months cover, discounted against the replacement policy, calculated at the date the cancellation request is received by Sura.

In the event of bereavement, the remaining benefits of **This Insurance** may be transferred to the policyholder's spouse or partner.

If **You** change **Your** address or **Your Vehicle** registration number during the period of **This Insurance**, a revised **Schedule** will be issued confirming the changes without charge.

If **You** would like to transfer **This Insurance**, **You** must contact Sura on 0330 043 99 33.

Only one free transfer is permitted during the **Period of Insurance**.

Data Protection Notice

1. **Use of Your personal data**

   The **Insurer** is the **Data Controller** for the data **You** provide to **Us**. **They** need to use **Your** data in order to arrange **Your** insurance and associated products.

   You are obliged to provide information without which **They** will be unable to provide a service to **You**. Any personal information provided by **You** may be held by the **Insurer** in relation to **Your** insurance cover. It may be used by The **Insurers** relevant staff in making a decision concerning **Your** insurance and for the purpose of servicing **Your** cover and administering claims.

2. **Disclosure of Your data**

   Information may be passed to loss adjusters, solicitors, reinsurers or other service providers for these purposes. **They** 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 **Their** enquiries, which may be seen by other companies who make **Their** own credit enquiries. If **You** provide false or inaccurate information and **They** suspect fraud, **They** will record this.

   The **Insurer** and other organisations may use these records to:

   - Help make decisions on insurance proposals and insurance claims, for **You** and members of **Your** household
   - Trace debtors, recover debt, prevent fraud, and manage **Your** insurance policies
   - Check **Your** identity to prevent money laundering, unless **You** furnish **Them** with satisfactory proof of identity.

3. **Data transfer and retention**

They process all data in the **UK** but where **They** need to disclose data to parties outside the European Economic Area (EEA) The **Insurer** will take reasonable steps to ensure the privacy of **Your** data.

Your data will not be retained for longer than is necessary. In order to protect **Their** legal position, **They** will retain **Your** data for a minimum of seven (7) years.

4. **Your rights**

They have a Data Protection regime in place to oversee the effective and secure processing of **Your** data.

Under GDPR legislation, **You** can ask **Them** for a copy of the data **They** hold, have it corrected, sent to a third party or deleted (subject to **Their** need to hold data for legal reasons). **They** will not make **Your** personal details available to any companies to use for **Their** own marketing purposes.

If **You** wish to complain about how **They** have handled **Your** data, **You** can contact The **Insurer** and **They** will investigate the matter. If **You** are not satisfied with **Their** response or believe **They** are processing **Your** data incorrectly **You** can complain to the Information Commissioner's Office;

- Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF
- 0303 123 1113

Cyber Loss Absolute Exclusion

1. Notwithstanding any provision to the contrary within this contract, this contract excludes any Cyber Loss.
2. Cyber Loss means any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly caused by:
    2.1. the use or operation of any Computer System or Computer Network;
    2.2. the reduction in or loss of ability to use or operate any Computer System, Computer Network or Data;
    2.3. access to, processing, transmission, storage or use of any Data;
    2.4. inability to access, process, transmit, store or use any Data;
    2.5. any threat of or any hoax relating to 2.1 to 2.4 above;
    2.6. any error or omission or accident in respect of any Computer System, Computer Network or Data.
3. Computer System means any computer, hardware, software, application, process, code, programme, information technology, communications system or electronic device owned or operated by the Insured or any other party. This includes any similar system and any associated input, output or data storage device or system, networking equipment or back up facility.
4. Computer Network means a group of Computer Systems and other electronic devices or network facilities connected via a form of communications technology, including the internet, intranet and virtual private networks (VPN), allowing the networked computing devices to exchange Data.
5. Data means information used, accessed, processed, transmitted or stored by a Computer System.

Our Commitment to Good Service

We hope **You** will be completely happy with **This Insurance** but if something does go wrong, **We** would like to know about it. **We** will do **Our** best to resolve the issue and make sure it doesn't happen again.

Complaints about the Sale or the Insurance Policy

If **You** have any concerns regarding the sale of the insurance policy or the insurance policy itself, then please contact Sura on 0330 043 99 33 or by email to customerservice@sura.co.uk.

We will acknowledge **Your** complaint promptly. **We** will advise **You** who is dealing with it and when **We** expect to respond. **We** aim to respond fully within 8 weeks. However if **We** are unable to provide a final response within this period **We** will write to **You** before this time and advise why **We** have not been able to offer a final response and how long **We** expect **Our** investigations to take.

If **You** remain unhappy with **Our** final response, or **We** have not managed to provide a final response within 8 weeks of **Your** complaint, **You** may be entitled to refer **Your** complaint to the Financial Ombudsman Service for help and advice.

- Phone: 0800 032 8000
- Website: www.financial-ombudsman.org.uk
- Email: complaint.info@financial-ombudsman.org.uk
- Post: The Financial Ombudsman Service, Exchange Tower, London, E14 9SR

Please make sure **You** always quote **Your** policy number from the **Schedule**.

This complaints procedure doesn't affect **Your** statutory rights.

How to Contact Us

General Enquiries

Post: Sura Group Limited, 1 Neville Street, Leeds, LS1 4DW

Call: 0330 043 99 33

Email: customerservice@sura.co.uk

NEED TO MAKE A CLAIM?

We are sorry to hear **You** may need to make a claim.

You can contact the claims Administrator on 0114 321 9877.

Please refer to the "How to Make a Claim" section for more details.