

TERMS AND CONDITIONS

FREQUENTLY ASKED QUESTIONS

Question:

THE PRODUCT

What is “7 day free car insurance”

What is included in Driveaway cover?

Are there any restrictions as to who can have Driveaway cover?

What are the benefits of Driveaway?

Is Driveaway available in all parts of the UK?

THE PROCESS

What should I do if I cannot get through to Norwich Union Direct?

Do I have to pay to call this number?

COVER NOTES

How do I get the Driveaway cover note?

Answer:

7 day free car insurance (“Driveaway”) is an insurance cover from Norwich Union Direct that enables you to take advantage of 7 days’ free comprehensive car insurance cover when you buy or sell a new or used car on eBayMotors.co.uk.

1. Fully comprehensive free car insurance for 7 days;
2. Unlimited legal liability for death or injury to any person;
3. Up to £5m legal liability cover for damage to other people’s property;
4. Medical expenses, personal injury and legal protection.

Yes. Driveaway is subject to the standard Norwich Union Direct insurance Terms and Conditions (made up of the Frequently Asked Questions and the Important Information documents) and in circumstances where Norwich Union Direct cannot offer an annual insurance quotation to you, either because you and/or your car does not qualify for the insurance, the Driveaway cover will be declined. Note that Driveaway is not available on motorcycles, vans, or kit cars.

Driveaway enables you to receive a cover note for your free 7 days’ comprehensive car insurance – usually within an hour – speeding up the process of getting the vehicle taxed, enabling you to ‘Driveaway’ your new vehicle the same day!

Driveaway cover is available in all parts of the UK except Northern Ireland.

Driveaway cover has a dedicated phone number which will route you through to the next available Norwich Union Direct advisor. In some circumstances this may involve a short wait.

No – all calls to the dedicated number are free.

If you are successful in winning or listing a car on eBayMotors.co.uk, you will be provided with a Norwich Union Direct reference number and freephone number, via the purchase or listing confirmation email from eBay.

To activate your Driveaway cover, simply contact Norwich Union Direct by calling the freephone number and provide the necessary details.

Once your application for the Driveaway cover has been activated, if you are eligible, the Norwich Union Direct system will email the Driveaway cover note, Important Information and summary of cover document to you – usually within the hour – via the email address you provide over the phone.

What do I do if I have not received the Driveaway cover note?

Contact the Norwich Union Direct call centre via the dedicated phone number in your purchase or listing confirmation email and they will be able to re-send the email.

OTHER RELEVANT INFORMATION

Who do I contact for general queries on Driveaway?

Contact the Norwich Union Direct call centre via the dedicated freephone number in your purchase or listing confirmation email.

What do I do if I want to take out an annual policy?

Should you wish to take out the annual insurance quotation provided by Norwich Union Direct, please contact the Norwich Union Direct call centre via the dedicated freephone number in your purchase or listing confirmation email.

IMPORTANT INFORMATION

MATERIAL FACTS

It is important that you tell us about all material facts concerning your policy. Failure to do so could invalidate the policy. A material fact is one which is likely to influence an insurer in the assessment and acceptance of the application e.g. a young or inexperienced driver or any offence (including non motor-related offences such as fraud, robbery, theft, or handling of stolen goods), or prosecutions pending, or infirmities of any driver. Material facts must be disclosed in relation to yourself and all other persons who are to be insured. If you are in any doubt as to whether a fact is material it should be disclosed to Norwich Union Insurance Ltd. It is an offence under the Road Traffic Acts to make any false statement or withhold any material information for the purpose of obtaining a certificate of motor insurance. If any changes in circumstances arise during the period of insurance cover please provide us with details. You should keep a record of all information (including copies of all letters) supplied for the purpose of entering into this insurance. Norwich Union Direct Driveaway is underwritten by Norwich Union Insurance Ltd. Norwich Union Insurance is authorised and regulated by the Financial Services Authority.

POLICY AVAILABILITY

If you would like to receive a policy booklet please let us know by telephoning the freephone number provided in your purchase or listing confirmation email from eBay.

HOW TO CLAIM

Telephone us on 0800 222 400, 24 hours a day, 365 days a year. Please quote policy number.

PROMISE OF SERVICE

Our goal is to give excellent service to all our customers but we recognise that things do go wrong occasionally. We take all complaints we receive seriously and aim to resolve all our customers' problems promptly. To ensure that we provide the kind of service you expect we welcome your feedback. We will record and analyse your comments to make sure we continually improve the service we offer.

What will happen if you complain

- # We will acknowledge your complaint within 2 working days of receipt
 - # We aim to resolve complaints within 5 working days
 - # Once an assessment and full investigation of your concern has been made, we will respond with a decision
- Most of our customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, we will contact you with an update and give you an expected date of response. This will not be beyond 20 working days from when you first made your complaint.

If you remain unhappy with the decision you receive from Norwich Union Direct you may write to the Chief Executive. If you are dissatisfied with our final decision, you can refer the matter to the Financial Ombudsman Service (FOS). The FOS will only consider your complaint if you have given us the opportunity to resolve it and you are a private policyholder, a business with a group annual turnover of less than £1 million, a charity with an annual income of less than £1 million or a trustee of a trust with a net asset value of less than £1 million. Please follow the steps below. If, however, we do not resolve your complaint within 40 working days, the FOS will accept a direct referral. Whilst we are bound by the decision of the FOS, you are not. Following the complaint procedure does not affect your right to take legal action.

What should I do? The steps you should take if you are dissatisfied

Step 1. Seek resolution by the department dealing with your complaint. If you are disappointed with any aspect of the handling of your insurance we would encourage you, in the first instance, to contact the department concerned. You can write or telephone (0151 479 9055), whichever suits you, and ask your contact to review the problem.

Step 2. Refer your complaint to our Chief Executive. If you remain unhappy with the decision you receive, please write with full details including policy number and/or claim number to: Chief Executive, Norwich Union Insurance, Surrey Street, Norwich NR1 3NS. A review of the matter will then be carried out at a senior level.

Step 3. Refer your complaint to the Financial Ombudsman Service. If, after making a complaint to us you are still unhappy and feel the matter has not been resolved to your satisfaction please contact the FOS at: Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, Docklands, London E14 9SR.

FINANCIAL SERVICES COMPENSATION SCHEME

We are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit.

Further information about compensation scheme arrangements is available from the FSCS.

DATA PROTECTION ACT – INFORMATION USES

For the purposes of the Data Protection Act 1998, the Data Controllers in relation to any personal data you supply are the insurer, Norwich Union Insurance Ltd.

INSURANCE ADMINISTRATION

Information you supply may be used for the purposes of insurance administration by the insurer, its associated companies and agents, by reinsurers and your intermediary. It may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing the insurer's compliance with any regulatory rules/codes. Your information may also be used for offering renewal, research and statistical purposes and crime prevention. In assessing any claims made, the insurer or its agents may undertake checks against publicly available information (such as electoral roll, county court judgments, bankruptcy orders or repossessions). Information may also be shared with other insurers either directly or via those acting for the insurer (such as loss adjusters or

investigators). With limited exceptions, and on payment of the appropriate fee, you have the right to access and if necessary rectify information held about you.

CREDIT SEARCHES AND ACCOUNTING

In assessing your application the insurer may search files made available to it by credit reference agencies. They may keep a record of that search. The insurer may also pass to credit reference agencies information it holds about you and your payment record. Credit reference agencies share information with other organisations, enabling applications for financial products to be assessed or to assist the tracing of debtors, or to prevent fraud. The insurer may ask credit reference agencies to provide a credit scoring computation. Credit scoring uses a number of factors to work out risks involved in any application. A score is given to each factor and a total score obtained. Where automatic credit scoring computations are used by the insurer, acceptance or rejection of your application will not depend only on the results of the credit scoring process.

SENSITIVE DATA

In order to assess the terms of the insurance contract or to administer claims which arise, the insurer may need to collect data which the Data Protection Act defines as sensitive (such as medical history or criminal convictions). By proceeding with this application you will signify your consent to such information being processed by the insurer or its agents.

TRANSFER OVERSEAS

In order to provide the product and services you have requested, it may be necessary for the information you supply to be transferred to overseas companies within the Aviva group and to their respective overseas agents. If such a transfer is made we will ensure that such overseas companies agree to treat your information with the same level of protection as if we were processing it within the United Kingdom.

MARKETING

The information you supply may be used by the Aviva Group and their respective agents for market research to keep you informed by post, telephone, e-mail, fax, or other means about your future insurance, finance and motoring products and services which may be of interest to you. Your information may be used for these purposes after your policy has lapsed. If you do not wish your information to be used for these purposes, please write to Norwich Union FREEPOST, Mailing Exclusion Team, PO Box 6412, Derby, DE1 1SB.

FRAUD PREVENTION AND DETECTION

In order to prevent and detect fraud we may at any time:

- # Share information about you with other organisations and public bodies including the Police;
- # Check and/or file your details with fraud prevention agencies and databases, and if you give us false or inaccurate information and we suspect fraud, we will record this. We and other organisations may also search these agencies and databases to:
- # Help make decisions about the provision and administration of insurance, credit and related services for you and members of your household;
- # Trace debtors or beneficiaries, recover debt, prevent fraud and to manage your accounts or insurance policies;
- # Check your identity to prevent money laundering, unless you furnish us with other satisfactory proof of identity;
- # Undertake credit searches and additional fraud searches.

We can supply on request further details of the databases we access or contribute to, by contacting us at Norwich Union Direct, on the freephone number provided in your purchase or listing confirmation email from eBay.

CLAIMS HISTORY

- # Under the conditions of your policy you must tell us about any Insurance related incidents (such as fire, water damage, theft or an accident) whether or not they give rise to a claim. When you tell us about an incident we will pass information relating to it to a database.
- # We may search these databases when you apply for insurance, in the event of any incident or claim, or at time of renewal to validate your claims history or that of any other person or property likely to be involved in the policy or claim.

MOTOR INSURANCE DATABASE

Your policy details will be added to the Motor Insurance Database (MID), run by the Motor Insurers Information Centre (MIIC). This may be consulted by the Police in order to establish who is insured to drive the vehicle. If you are involved in an incident (in UK or abroad), other UK insurers, the Motor Insurer's Bureau and MIIC may search the MID to ascertain the relevant policy information. Persons with a valid claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID. You can find out more about this by contacting us at Norwich Union Direct on the freephone number provided in your purchase or listing confirmation email or at www.miic.org.uk You should show these notices to anyone insured to drive the vehicle covered under the policy.

CHOICE OF LAW

The law of England and Wales will apply to this contract unless:

- 1) You and the Insurer agree otherwise; or
- 2) At the date of the contract you are a resident of (or, in the case of a business, the registered office or principal place of business is situated in) Scotland, Northern Ireland, Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law of that country will apply.