

# First Alternative Car Insurance Policy Booklet



FIRST ALTERNATIVE

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## Summary of policy - full details are contained in the Policy Booklet, Schedule and Certificate of Motor Insurance.

Please note this is a summary of your policy. Full details of the terms and conditions are contained in this Policy Booklet (as updated by any amendments to it that we have sent you), your Schedule and Certificate of Motor Insurance.

First Alternative car insurance, personal injury benefit, car hire benefit, key cover, misfuelling cover, excess protection and motoring legal protection cover are underwritten by esure Insurance Limited. Breakdown assistance cover is underwritten by UK Insurance Ltd.

You can choose the cover that suits your needs from:

- Comprehensive** Covers your car against accidental damage, loss or damage caused by fire or theft and provides third party liability cover for injury or damage you may cause to others or their property.
- Third Party Fire and Theft** Covers your car against loss or damage caused by fire and theft and third party liability cover for injury or damage you may cause to others or their property.
- Third Party only** Third party liability cover for damage you may cause to others or their property.

You may also choose to add motoring legal protection, car hire benefit, personal injury benefit, key cover, misfuelling cover, excess protection and/or breakdown assistance cover each for an additional premiums.

The level of cover and options you have chosen, together with any endorsements that may apply to your policy, are shown in your Schedule. Your policy will run for 12 months unless specified in your Schedule.

Most claims will be subject to an excess, which is the amount you have to pay towards the claim. For some types of loss or damage, there are policy limits that you should read and be aware of. Your Schedule shows the excess applicable to you and the policy limits.

## Standard features and benefits of your car insurance policy

Features & benefits	Significant exclusions or limitations	Policy reference	Comprehensive cover	Third Party, Fire & Theft	Third Party Only
<b>Legal Liability</b> Unlimited legal liability cover for death or injury to other people and up to £20 million per event for damage to their property.		Section 1	✓	✓	✓
<b>Driving other cars extension (applicable to the policyholder only)</b>	Cover is limited to third party only and only applies as long as the car is not owned by you or your partner or hired or leased to you or your partner under a hire purchase or leasing agreement or hired or rented to you or your partner under a car hire or rental agreement. This cover only applies if: <ul style="list-style-type: none"> <li>the car has been manufactured for the carriage of up to eight people which is designed solely for private use and has not been designed, constructed or modified to carry goods.</li> <li>there is no other insurance in force which covers the same claim</li> <li>you have the owner's permission to drive the car</li> <li>the car is insured by the owner</li> <li>the car is being driven in the United Kingdom, the Isle of Man or the Channel Islands</li> <li>you still have your car and it has not been sold, written off or damaged beyond cost-effective repair.</li> </ul>	Section 1	See your Schedule, Certificate of Motor Insurance and renewal updates for terms and conditions and eligibility.	X	X
<b>Damage to your car</b>	The policy excludes <ul style="list-style-type: none"> <li>damage to your car caused by a pet whilst it is in your car</li> <li>damage to your car if it is being used whilst declared off the road under a Statutory Off Road Notification (SORN)</li> <li>the cost of draining fuel from your car in the event of misfuelling</li> </ul>	Section 2	✓	✓ Fire & theft claims only	X
<b>New car replacement</b> We will replace your car with a new one if your car is less than one year old at the date of damage and you or your partner are the first and only registered keeper, and if the cost of damage is more than 55% of the manufacturer's latest UK list price.	Only applies if the replacement car is available in Great Britain or the Isle of Man and anyone else who has an interest in your car agrees.  If a suitable replacement car is not available we will pay you the price you paid for your car, its fitted accessories and spare parts or the manufacturer's latest list price (including taxes) whichever is less.	Sections 2 & 3	✓	✓ Fire & theft claims only	X

**Summary of policy- full details are contained in the Policy Booklet, Schedule and Certificate of Motor Insurance.**

Features & benefits	Significant exclusions or limitations	Policy reference	Comprehensive cover	Third Party, Fire & Theft	Third Party Only
<b>In-car entertainment</b> Loss of, or damage to, permanently fitted in-car audio, television, DVD, phone, games console, electronic navigation or radar detection equipment.	The standard cover for permanently fitted equipment is limited to £1,000 or unlimited if the equipment is part of the vehicle's original specification permanently fitted from first registration.  For mobile or portable equipment not permanently fitted to your vehicle, cover is limited to the amount specified for personal belongings in your Schedule.	Sections 2 & 3	✓	✓	X
<b>Fire and theft cover</b> Loss of or damage to your car caused by fire or theft.	Loss or damage caused by theft or attempted theft is not covered if the keys, lock transmitter or card from a keyless entry system are left in or on your car while it is left unattended or if you car is left unattended without being properly locked or if any window, roof opening, removable roof panel or hood is left open or unlocked.	Section 3	✓	✓	X
<b>Motoring legal advice helpline</b> Available anytime day or night.		Section 5	✓	✓	✓
<b>Cover abroad</b> We can provide full policy cover for trips abroad.	Your vehicle must be registered in the UK or Isle of Man and not kept outside these jurisdictions for more than 90 days in a period of cover. You must notify us of all trips if you want full policy cover while travelling abroad. Foreign use cover charges may apply.	Section 6	✓ Available on request	✓ Available on request	X
<b>No claim discount protection for life</b> For an additional premium this protects your no claim discount for the life of your policy, regardless of the number of claims you have.	Subject to your policy remaining in force and you continuing to be eligible for this benefit.	Section 7	Your Schedule shows whether you have chosen this	Your Schedule shows whether you have chosen this	X
<b>General conditions which apply to Sections 1- 7.</b>	If the driver involved in an incident is unfit to drive through drink or drugs or their alcohol blood level proportion is over the legal limit or is charged with or convicted of failure to supply a specimen when requested by the police or other official body, our liability will be limited to that required by the RTA. This means that the vehicle will not be covered and we may seek to recover any costs paid to any third parties from you or the driver of your vehicle.	General conditions which apply to Sections 1- 7	✓	✓	✓
<b>Guaranteed repair work</b> Repair work is guaranteed for 5 years if you use one of our recommended repairers.	Please note that the recommended repairer network is only available in mainland UK and does not extend to any islands which form part of the UK unless we inform you otherwise. This guarantee covers labour; parts fitted are subject to the manufacturer's warranty. Your statutory rights are not affected. If the repairs to your car are not completed by one of our recommended repairers, your claim will be subject to an additional £200 excess and all other recommended repairer benefits will not be available.	Claims service section	✓	✓	X
<b>Courtesy car</b> A courtesy car is provided while your car is being repaired by one of our recommended repairers.	A courtesy car is not available if your car is stolen or if we agree with you that your car is a total loss or if your policy is cancelled or lapses during the period of repair. Please note that the recommended repairer network is only available in mainland UK and does not extend to any islands which form part of the UK unless we inform you otherwise. If the repairs to your car are not completed by one of our recommended repairers, your claim will be subject to an additional £200 excess and all other recommended repairer benefits will not be available.	Claims service section	✓	X	X

**Optional features and benefits of your car insurance policy**

Features & benefits	Significant exclusions or limitations	Policy reference
<b>Motoring legal protection</b> Motoring legal protection This optional extra can be used to: <ul style="list-style-type: none"> <li>help you recover losses not covered by your car insurance policy when you are involved in a road traffic accident that was partly or wholly the fault of another party. It provides up to £100,000 of cover for legal costs to help pursue recovery of losses not covered by your car insurance policy from the other party responsible for the accident.</li> <li>provide up to £10,000 of cover for legal costs to defend you if you are prosecuted for a motoring offence.</li> </ul>	Cover for legal costs will only be provided where we and your authorised representative believe that: <ul style="list-style-type: none"> <li>there are reasonable prospects of successfully recovering losses not covered by your car insurance policy; or</li> <li>in relation to defence of a motoring prosecution, we can successfully secure an acquittal or an improved outcome.</li> </ul> Claims in respect of Defence of prosecution are limited to the UK, the Isle of Man and the Channel Islands.  For all Defence of motoring prosecution claims, you must ring the motoring legal advice helpline in the first instance on 0845 850 9596.  We will not pay for any legal costs for pursuing any claim for repair (including repairs where you enter into a credit agreement with another party) when you have a comprehensive policy but did not use it to claim for damage to your car, unless the cost of repairs is less than your policy excess.	Section 8
<b>Breakdown assistance</b> This can provide assistance and/or recovery of your car if it breaks down on the road or at your home. There are four levels of cover to suit your individual circumstances. Your choice, if you have added this, is shown in your Schedule.	The cost of labour in excess of one hour and the parts required for repair are not covered. Charges vary depending on the cover selected.	Section 9
<b>Personal injury benefit</b> This provides set benefits up to £30,000 to an insured person in the event of an accident that results in bodily injury during the period of cover, or up to £100,000 to the policyholder or named driver whilst driving in the insured vehicle which is involved in a fault accident claim.	Set amounts per stated type of injury as described in the policy wording, to a maximum of £30,000, or a maximum of £100,000 in the event of a fault accident claim. Pre-existing conditions and deliberate acts. Insured person under influence of drink or drugs. Incidents outside the personal injury territorial limits.	Section 10
<b>Car hire benefit</b> This provides a hired car for up to 21 days, if a claim is made under Section 2 and 3 of your policy, and we agree with you that your car is a total loss or it has been stolen and not recovered.	Costs incurred during the period of the car hire e.g. parking fine. Any claim not reported within 7 days. Any hire later than 48 hours after the settlement payment is issued to the policyholder or no later than the 21st day of hire (whichever comes first.)	Section 11
<b>Key cover</b> This provides cover to retrieve car keys locked in your car, broken in the lock or stolen or lost. If your locks and keys need replacement we will reimburse you up to £1,500 of the cost. Provides transport for you, up to 8 passengers and your car to the garage. Also includes a hire car up to £100 and/or £200 hotel accommodation if it is required.	We will not pay more than £200 for overnight hotel accommodation, £100 for a hire car, £1,500 for replacing the locks on your car, and no more than £2,000 in a period of cover for all solutions combined. No more than two incidents in a period of cover.  We will not provide cover without a crime reference number where there has been a theft of keys or a lost property number from the police where you have lost your keys.	Section 12
<b>Misfuelling cover</b> This provides you with cover if you have accidentally added the wrong fuel to your car. We will either transport you, up to 8 passengers and your car to a garage to flush the fuel system or flush your tank at the roadside. We will then provide you with 10 litres of the correct fuel to help complete your journey and you can reclaim another £25 of fuel from us. Also includes a hire car up to £150 to complete your journey and/or £400 hotel accommodation if it is required, for one night.	If the engine has been damaged after the misfuelling, then this cover will not apply. An accidental damage claim will need to be made. We will not pay more than £400 for overnight hotel accommodation, £150 for a hire car, and no more than £750 for all solutions combined per misfuelling incident, or more than £1,500 in any one period of cover. No more than two misfuelling incidents in a period of cover.	Section 13
<b>Excess protection</b> In the event of a claim for loss or damage made under Sections 2 or 3 of the policy during the period of cover, for which you are liable to pay an excess, we will pay a certain amount of your excess.  We will pay the following excesses. For claims under Section 2 of your policy, the combined total of the voluntary vehicle damage excess, compulsory vehicle damage excess and the driver specific vehicle damage excess for the main driver on the policy, as shown in your Schedule.  If you choose to use your own repairer, then the additional policy excess for doing so will not be applied to your claim.  For claims under Section 3 of your policy, the amount will be the excess for fire or theft, as shown in your Schedule.	The maximum we will pay is the combined excess applicable to the main driver, as shown in your Schedule, up to a maximum of £1,000. The protection can only be used once in a policy year. There is no cover for windscreen only claims or where the cost of repairs for your vehicle is less than the applicable excess.	Section 14

## Cancellation rights

You have the right to cancel your policy within 14 days of receiving your policy documents. Please see the Policy Booklet for full details of your cancellation rights.

## No Claim Discount

You are required to supply us with evidence of the no claim discount you have declared. This can be in the form of your latest renewal invitation which shows your renewal date, the number of years no claim discount you have, along with the details of any claims; or a letter from your previous insurer which confirms the cancellation date of the last policy and sets out the same information.

If we do not receive this within 21 days from the start date of the policy, we will cancel your policy giving you 7 days notice. We will do this in writing. If we cancel because we did not receive your proof of no claim discount, a cancellation fee will be charged. Our cancellation fees are detailed in your Schedule

# Welcome to First Alternative

## Thank you for choosing car insurance from First Alternative.

This is your car insurance policy. It gives you the details of the cover you have bought.

### Your policy consists of:

- this Policy Booklet and any amendments to it we have sent you
- your Schedule; and
- your Certificate of Motor Insurance

Your Schedule gives you the details of the insurance cover you have bought and the information you have provided to us. It is important that you comply with the obligations set out in this Policy Booklet to notify us of any changes to the information in your Schedule that you have provided to us. If you do not, your cover may be invalid and we may reject or refuse a claim or cancel your policy.

Please read the Policy Booklet, your latest Schedule and Certificate of Motor Insurance carefully, to understand the cover you have bought, the conditions of this cover, together with the restrictions and exclusions that may apply. The policy must be read as a whole.

Any leaflets or similar literature you receive about this insurance do not form part of your policy.

You have the right to cancel your car insurance policy and any optional extras you have purchased with it at any time during the term of cover. Please see the relevant sections in this Policy Booklet for further details on how to cancel and the terms that apply.

Please keep your Policy Booklet and any amendments to it that we have sent you, your latest Schedule and Certificate of Motor Insurance in a safe place as you may need to refer to them if you want to make a claim or need assistance.

In return for you paying and us receiving and accepting your premium (including Insurance Premium Tax where appropriate) we will provide insurance cover under the terms of your policy during the period of cover shown in your Schedule.

## Reporting a claim to us

Please tell us as soon as you become aware of an incident that may be connected to your cover, such as an accident, water damage, theft, theft/loss of keys, or fire regardless of whether the incident may or may not give rise to a claim. You can call our claims team on 0845 607 7280 Monday to Friday 8am - 8pm and Saturday 9am - 5pm.

When you call us we will ask you a series of questions on the phone. These will include questions about the full circumstances of the incident.

Please tell us if any other person admitted blame for the incident.

In normal circumstances, we will be able to take all the details by phone. However, sometimes we will ask you to fill in a claim form.

If you are involved in an accident, we may ask you for a diagram of the accident scene. The diagram should show the position of the vehicles involved both before and after the accident and note the speeds, distances, road layout, road signs and any obstructions to your and other road users' views. Also make a note of where witnesses were standing.

If you do not report an incident to us as soon as you become aware of it and this leads to a claim under your policy, we may incur additional costs and legal fees as a result. We may then seek reimbursement of those additional costs directly from you.



## Claims service

The true value of your car insurance lies in the service you receive if you are unfortunate enough to have a claim. At First Alternative we believe we can provide you with the very best service as appropriate to the cover you have chosen.

### Excellent service

**We aim to register your claim in minutes** - simply call our claims number and we'll take all the details there and then, on the phone.

**Fast settlement offer** - an offer usually within 2 working days of us confirming with you that your car is uneconomical to repair.

**Your audio system covered** - a replacement audio system usually within 3 days of our supplier contacting you after you report a valid claim.

**Legal assistance** - immediate assistance with making a claim under your motoring legal protection cover, if purchased.

### Our recommended repairer service

The following benefits will be available to you if you use a repairer from our network:

- Repair guarantee\* - repair work undertaken by our recommended repairers is guaranteed for 5 years. Please note that this guarantee only covers labour not parts. Parts fitted are subject to the manufacturer's warranty. \*Your statutory rights are not affected.
- Courtesy car - we will provide you with a courtesy car while your car is being repaired by our recommended repairers under a valid claim. All you pay for is the fuel.

Please note that the recommended repairer network is only available in mainland UK and does not extend to any islands which form part of the UK unless we inform you otherwise.

If the repairs to your car are not completed by one of our recommended repairers, your claim will be subject to an additional £200 excess and all other recommended repairer benefits will not be available.

### Our courtesy car service

The service is available if you have comprehensive cover and you use a member of our recommended repairer network for the repair of your car under a valid claim.

If your car is not driveable, we aim to provide a courtesy car within 2 working days following our acceptance of a valid claim.

If your car is driveable, the courtesy car will be provided when your vehicle is being repaired by our recommended repairer.

The courtesy car will be automatically insured by your own policy at no additional cost to you, provided your policy remains in force, however the normal policy terms and conditions apply. For example if you have an accident in the courtesy car, it will be treated as another claim under your policy and you may lose your no claim discount.

The service is only available whilst your policy remains in force. If your policy lapses or is cancelled during the period you have the courtesy car, then cover for the courtesy car will also cease and the vehicle will be withdrawn. This is because once your policy cover ceases, you will not be insured by us to drive the courtesy car.

The courtesy car will usually be a Group A car such as a Nissan Micra or Ford Ka.

The service is not available for claims under the windscreen section of the policy.

A courtesy car is not available if your car is stolen or we agree with you that your car is uneconomical to repair (total loss). Any courtesy car that you have already been provided with will be withdrawn if after inspection we agree with you that your car is a total loss.

Please note that if we agree with you that your car is a total loss, the cover provided under the 'Driving Other Cars' extension in Section 1b of the policy does not apply. Cover under this extension of the policy will not be reinstated until a replacement car has been updated on the policy.

If you have breakdown assistance cover as part of your policy, this will only apply to the courtesy car if you have bought the 'Any Vehicle' extension to the breakdown assistance cover section.

You will be responsible for any fines for parking and other motoring offences you incur whilst using the courtesy car. You will also be responsible for any congestion charges and tolls whilst using the courtesy car.

### What to do if you have an accident

We hope that you will have many years safe driving, but if you are unfortunate enough to be involved in an accident, please follow these simple guidelines:

- You must stop if any other person or animal has been hurt, or if any other vehicle or property has been damaged. DO NOT DRIVE AWAY.
- Make sure you obtain the names, addresses and telephone numbers of any drivers, passengers or pedestrians involved in the accident and any witnesses. You should also ask the drivers of other cars involved for the name of their insurance company and their policy number, if they have it. They are obliged to provide this information under the Road Traffic Act. If possible, please note the registration number(s) of the vehicle(s) involved and if the vehicle is a lorry, please also obtain the cabin number.
- Make a note of how many passengers were in each vehicle involved and whether any of them appeared injured or complained of any injury.
- Call the police if anyone is hurt or if the other driver leaves without stopping or does not give their details.
- Where possible, and if it is safe to do so, take some photos of the accident scene, the positions of the vehicles and the damage to the vehicles involved.
- You must be prepared to show your Certificate of Motor Insurance to the police or anyone else involved in the accident if anyone was injured or property damaged.
- Never admit blame or liability for an accident or offer to make a payment for any damage caused.
- If you are involved in an accident, you must tell us. This is regardless of whether the accident may or may not give rise to a claim. Simply call our claims team on 0845 607 7280. This enables us to resolve your claim quickly and efficiently, helps us reduce the cost and allows us to protect your, and our, interests.
- If your car is not driveable after the accident, call 0800 028 8292 to arrange recovery of your car.

### You can help us to prevent a fraudulent claim being made against you

Criminals stage accidents to try and claim for fraudulent damages or injury. Insurance fraud costs the insurance industry millions each year and these costs are passed on to the innocent motorist in the form of increased premiums.

We appreciate that being involved in any accident is an upsetting experience, but by being aware of these criminal activities and passing on some additional pieces of information to us, you may be able to help prevent a fraudulent claim being made against you.

In addition to the steps advising you what you need to do if you have an accident, take a good look at the other driver and the passengers so that you would be able to describe them, if necessary.

Tell us if there was anything unusual about the accident circumstances, for example:

- was the other vehicle being driven in an erratic fashion
- did the other vehicle stop sharply and for no apparent reason
- were the brake lights working
- did the behaviour of the driver or any of the passengers seem strange or unusual.

Tell us anything else you feel may be relevant.



## Windscreen care

Regularly check your windscreen for any signs of damage.

If you find a chip or a crack, call our 24 hours a day, 365 days a year helpline on 0800 783 0122 to arrange the repair or replacement as quickly as possible.

If you have comprehensive cover, call us as soon as you spot a chip before it turns into a crack as we may be able to repair it rather than replace the windscreen. By repairing your windscreen, this means you won't have to pay the windscreen excess shown in your Schedule.

## Don't let the criminal win - car crime

### Don't make it easy for the criminals

It's in your interest and ours to take some simple precautions.

### Most things are common sense

- Never leave your vehicle documents or insurance documents in your car.
- If you have access to a garage, keep your car in it.
- If your car audio, navigation and/or entertainment equipment are removable, remove them from your car or secure them in a locked glove compartment or boot out of sight, when you leave your car.
- Keep car keys secure and out of sight in your home as they can be targeted in burglaries.
- Secure any valuables in your car in a locked glove compartment or in the boot, out of sight.
- Contact your local Autoglass branch for free glass etching, as this is a proven theft deterrent.
- Always, ALWAYS remove the car keys from the ignition if you leave the car, no matter how quickly you intend to return.
- Always forward your post when moving home so important documents don't go missing.

### Is your vehicle at risk of being seized by the police?

Information relating to your insurance policy will be added to the Motor Insurance Database (MID) managed by the Motor Insurers' Bureau (MIB). The MID and the data stored on it may be used by the police to identify whether a vehicle has valid insurance by checking its registration number against the database.

It is vital that the MID holds your correct registration number. If it is incorrectly shown on the MID you are at risk of having your vehicle seized by the police. Check your policy documents carefully to ensure that the registration number is shown correctly.

In 2011, Continuous Insurance Enforcement (CIE) came into effect which means that if there is no record on the Motor Insurers Database (MID) showing your vehicle is insured and you have not declared it as 'off road' by completing a Statutory Off Road Notification (SORN), you will receive a letter from the DVLA warning you that you could face a fine or prosecution and the vehicle could also be clamped, seized and ultimately destroyed.

You can check that your correct registration number details are shown on the MID at [www.askmid.com](http://www.askmid.com).

## Meaning of words and terms

**Certain words or expressions appearing in your Policy Booklet, Schedule or Certificate of Motor Insurance have been defined and they will have the same meaning wherever they are used unless otherwise specified.**

### Certificate of motor insurance

The Certificate of Motor Insurance that provides evidence that you have taken out the insurance you must have by law.

### Endorsement

any amendment to the terms of the Policy Booklet shown in your latest Schedule.

### Excess, excesses

The amount you must pay towards any claim for loss or damage to your car or other specified instances of damage or loss. The amounts are shown in your Schedule.

### Market value

The market value is the amount you could reasonably have expected to sell your vehicle for on the open market immediately before your accident or loss. Our assessment of the value is based on vehicles of the same make and model and of a similar age, condition and mileage at the time of accident or loss. This may not be the price you paid when you purchased the car.

### Misfuelling

Accidental filling of the fuel tank of your car with inappropriate fuel for the type of engine

### Modifications

Any alteration to the manufacturers' standard specification for your car, including optional extras fitted to the car when new by the vehicle manufacturer or dealer, which improves its value, performance, appearance or attractiveness to thieves. This includes, but is not restricted to, changes to the engine, engine management or exhaust system, changes to the wheels or suspension system, changes to the bodywork, such as spoilers or body kits or changes to the windows, such as tinting. This includes any modifications or changes made by previous owners.

### Partner

Your husband, wife, civil partner or a person with whom you live on a permanent basis at the same address, sharing financial responsibilities, as if you were married to them. This does not include business partners, unless you also have a relationship with them as described in the previous sentence.

### Period of cover

The period shown in your Schedule unless your policy or any type of cover under your policy is cancelled, in which case the period of cover for your policy or type of cover under your policy respectively shall end on the cancellation date as notified to you.

### Policy

This Policy Booklet as updated by any amendments to it that we have sent to you, your latest Schedule and Certificate of Motor Insurance.

### Schedule

The document headed Car Insurance Schedule containing the statements made and information provided by you or for you when you applied for cover. It also identifies you as the policyholder and sets out details of the cover provided by your policy. It shows who can drive your car and the purposes for which your car can be used. It also shows whether you have cover under Section 1 (Liability to other people and their property) when you are driving any other car.

### Terms

All terms, exceptions, conditions, restrictions and limitations which apply to the policy.

### Trailer

Any standard make of trailer or caravan which meets the requirements of the appropriate construction and use regulations and has been specifically built to be towed by a car.

### United Kingdom, UK

England, Scotland, and Wales, Northern Ireland.

### We, us, our, the company

esure Insurance Limited.

### You, your

The person named as the policyholder in your Schedule.



## Your car

Any private motor vehicle insured under your policy and described in paragraph 1 'Description of vehicle' in your Certificate of Motor Insurance. In Sections 2 (Damage to your car) and 3 (Fire and theft) of this Policy Booklet, the term car also includes:

- Non electrical accessories and spare parts belonging to your car, whether they are on or in your car, or in your private garage.

# Your Policy

## The contract of insurance

Your policy is evidence of the contract between you and the underwriters providing the cover.

The information you have provided is shown in your Schedule. You must take reasonable care to ensure that the information given is accurate and not misleading, otherwise, we may treat your policy as invalid and reject or refuse a claim.

## Governing law

You and we can choose the law which applies to this contract. Unless you and we agree otherwise in writing, the law of England and Wales will apply. The courts of England and Wales will have exclusive jurisdiction to adjudicate on any dispute between you and us, unless you live in Scotland, or the Isle of Man, in which case their courts will have exclusive jurisdiction.

## Language

We will provide the terms and conditions of this policy, which apply for the duration of the contract, and any communications between us and you in English.

## Panel firms

We have appointed a panel of legal firms to provide legal services to our customers. We have a financial arrangement with our legal panel firm(s) in relation to accidents occurring in Scotland, where we will introduce our customers to them and they make monthly payments to us for those referrals. There is nothing in our relationship with our panel firm(s) which will compromise their independence or ability to act in your best interests. As part of any claim for personal injury the legal firm we appoint on your behalf will need to arrange for you to be medically examined by a doctor. They may appoint a medical agency to arrange this examination. The medical agency will also consider whether rehabilitation would assist you in recovering from your injury. Where the accident occurs in Scotland, medical agencies will make a payment to us for this service.

## Your cover

If your cover is detailed in your Schedule as:

Comprehensive – Sections 1 to 7 of your Policy Booklet apply.

Third party, fire and theft – only Sections 1, 3, 6 and 7 of your Policy Booklet apply.

Third party only – only Sections 1, 6 and 7 of your Policy Booklet apply.

Section 8 (motoring legal protection), Section 9 (breakdown assistance cover), Section 10 (personal injury benefit), Section 11 (car hire benefit), Section 12 (key cover), Section 13 (misfuelling cover) and Section 14 (excess protection) only apply if you have bought these optional extras.

The level of cover and any endorsements that apply are shown in your Schedule. If the cover is changed, or if any new endorsements are applied, we will give you a new Schedule.

# Liability to other people and their property

## 1a Cover for your liability to third parties

We will cover you for all the amounts which you may be legally liable to pay if you have an accident in your car and:

- someone else is killed or injured; or
- someone else's property is damaged.

This cover also applies to any accident involving a trailer or broken-down vehicle which you are towing.

## 1b Driving other cars

If your Schedule says so, your policy provides the same cover as Section 1a (above) when you are driving any other car as long as it is not a car either owned by you or your partner or hired or leased to you or your partner under a hire purchase or leasing agreement or hired or rented to you or your partner under a car hire or rental agreement. This cover only applies if:

- the car has been manufactured for the carriage of up to, but not more than, eight people which is designed solely for private use and has not been designed, constructed or modified to carry goods
- there is no other insurance in force which covers the same claim
- you have the owner's permission to drive the car
- the car is insured by the owner
- the car is being driven in the UK, the Isle of Man or the Channel Islands
- you still have your car and it has not been sold, written off or damaged beyond cost-effective repair.

We do not cover loss of, or damage to, any other car you drive.

This extension does not apply if you do not have a valid UK driving licence or are breaking the conditions of your UK driving licence.

The driving other cars extension cannot be used to secure the release of a motor vehicle which has been seized by, or on behalf of, any government or public authority.

## 2 Cover for others

We will also cover under this section a legal liability of the type described in Section 1a arising to:

- anyone whilst getting into or out of, or travelling in your car
- the legal personal representative of anyone covered by this section if that person dies and a legal liability of that person covered by this section attaches to that personal representative
- anyone you allow to use (but not drive) your car for social, domestic, or pleasure purposes
- anyone whilst driving your car with your permission provided they are permitted to do so by being named in your Schedule, and
- your or your partner's employer or business partner whilst your car is being used for business purposes providing your Schedule permits use for such purposes, unless your car is owned by, leased or hired to your or your partner's employer or business partner.





### 3 Legal costs

If you or any person covered by this section has an accident that is covered by this section of your policy we will pay:

- solicitor's fees to represent that person at a coroner's inquest or fatal accident inquiry, as long as we have agreed to do so beforehand;
- the cost of reasonable legal services which we arrange to defend that person against a charge of manslaughter or causing death by careless, or dangerous driving or in a magistrates court proceedings involving allegations arising out of a collision with a third party vehicle or pedestrian. We will only arrange such legal services where it is more likely than not that the defence will be successful.

Such cover is limited to instances where it is in our own interest to make payments for the purpose of defending or representing you and any other person covered by this section. As such this cover is ancillary to the main cover provided by this section.

### 4 Emergency medical treatment

We will pay:

- the cost of emergency medical treatment as required by the Road Traffic Act arising from the use of a vehicle covered under your policy.

### 5 Our right to get back what we have paid

If, under the law of any country, we have to make a payment which we would not otherwise have paid under your policy under the law of England and Wales, you must repay the amount of that payment.

#### The most we will pay under Section 1

The most we will pay under Section 1 in total for damage to someone else's property resulting from one accident in a car driven by you or any other person who is covered under this section is £20,000,000 per event.

#### What is not covered under Section 1

- Death or injury to anyone while they are working with, or for, the driver of your car except as required by road traffic law.
- Loss of, or damage to, any car, trailer or other property owned by, or in the care of, anyone covered under this section.
- If anyone has other insurance covering the same liability we will not pay more than our share of the claim.
- Death or injury to anyone or damage to their property directly or indirectly caused by or arising from any act of terrorism as defined in the Terrorism Act 2000 or amendments or successors to it unless we have to provide cover under road traffic law.

## Damage to your car

### What is covered

For loss or damage to your car other than by fire, lightning, explosion, theft or attempted theft, we will:

- pay to have the damage repaired
- replace what is lost or damaged if this is more cost-effective than repairing it; or
- settle your claim by a monetary payment.

We will decide which of these methods we will use to settle your claim.

If we settle a claim under this section as a total loss, the lost or damaged car becomes our property.

We will pay the relevant excess if the loss or damage happens while your car is with a member of the motor trade for repairs or servicing.

### New car cover

If your car is less than one year old and you or your partner have been the first and only owner and registered keeper, we will replace it with a new one of the same make and model if it has suffered damage covered by this section and the cost of repairing it will be more than 55% of the manufacturer's latest United Kingdom list price (including taxes).

We can only do this if a replacement car is available in Great Britain or the Isle of Man and anyone else who has an interest in your car agrees.

If a suitable replacement car is not available, we will pay you the price you paid for your car, its fitted accessories and spare parts or the manufacturer's latest list price (including taxes) whichever is less.

### Car audio, navigation and entertainment equipment

We will pay up to the policy limit shown in your Schedule for loss of, or damage to, in-car audio, television, DVD, phone, games-console, electronic navigation or radar detection equipment permanently fitted to your car. If the equipment is part of the vehicle's original specification, fitted by the manufacturer/dealer from first registration, cover will be unlimited.

### Child car seats

If you have a child car seat/booster seat in your car and your car is involved in an accident resulting in a claim under this section of your policy, we will also contribute towards the cost of replacing the child car seat/booster seat up to a maximum of £100 per child seat, even if there is no apparent damage to the child car seat/booster seat.

### What is not covered

- The excesses shown in your Schedule, with the exception of accidents where you are not at fault and those who were responsible were not insured, as long as they are identified.
- The excess shown in your Schedule that applies if you choose not to have your car repaired by our recommended repairer.
- The cost of draining fuel from your car in the event of misfuelling.
- Any damage to your car caused by a pet whilst it is in your car.
- Damage to your car if it is being used whilst declared off the road under a Statutory Off Road Notification (SORN).

### The most we will pay under this section

We will not pay more than the market value of your car at the time of the loss, less the total excess.



## Fire and theft

### What is covered

For loss or damage to your car caused by fire, lightning, explosion, theft or attempted theft, we will:

- pay to have the damage repaired
- replace what is lost or damaged if this is more cost-effective than repairing it; or
- settle your claim by a monetary payment.

We will decide which of these methods we will use to settle your claim.

If we settle a claim under this section as a total loss, the lost or damaged car becomes our property.

We will pay the excess if the loss or damage happens while your car is with a member of the motor trade for repairs or servicing.

### New car cover

If your car is less than one year old and you or your partner have been the first and only owner and registered keeper, we will replace it with a new one of the same make and model if it has:

- been stolen and not found; or
- suffered damage covered by this section and the cost of repairing it will be more than 55% of the manufacturer's latest United Kingdom list price (including taxes).

We can only do this if a replacement car is available in Great Britain or the Isle of Man and anyone else who has an interest in your car agrees.

If a suitable replacement car is not available, we will pay you the price you paid for your car, its fitted accessories and spare parts or the manufacturer's latest list price (including taxes) whichever is less.

### Car audio, navigation and entertainment equipment

We will pay up to the policy limit shown in your Schedule for loss of, or damage to, in-car audio, television, DVD, phone, games-console, electronic navigation or radar detection equipment permanently fitted to your car. If the equipment is part of the vehicle's original specification, fitted by the manufacturer/dealer from first registration, cover will be unlimited.

### Child car seats

If you have a child car seat/booster seat in your car and your car is damaged following fire or theft, resulting in a claim under this section of your policy, we will also contribute towards the cost of replacing the child car seat/booster seat up to a maximum of £100 per child seat, even if there is no apparent damage to the child car seat/booster seat.

### Stolen car keys

If the keys, lock transmitter or entry card for the keyless entry system of your car are stolen we will pay up to £500 for the cost of replacing:

- the door and boot locks
- the ignition and steering lock
- the lock, transmitter; and
- the entry card

provided that we are satisfied that the identity or location of your car is known to any person who may have the keys, lock transmitter or entry card.

### What is not covered

- The excess shown in your Schedule, unless your car is stolen from a private locked garage.
- The excess shown in your Schedule that applies if you choose not to have your car repaired by our recommended repairer.
- Loss or damage to your car where possession is gained by any form of deception or fraud.
- Loss or damage caused by theft or attempted theft if your car is left unattended without being properly locked or if any window, roof opening, removable roof panel or hood is left open or unlocked.
- Loss or damage caused by theft or attempted theft if the keys, lock transmitter or card from a keyless entry system are left in or on your car while it is left unattended.
- The cost of replacing lost or stolen car keys, and associated immobilisers or alarms.
- Loss or damage if any approved security or tracking device, which we have asked to be fitted as a condition of issuing this insurance policy and which you have told us is, or will be, fitted to your vehicle has not been set or is not in full working order, or if the network subscription for the maintenance or air time contract of any tracking device is not current at the time of loss.
- Loss or damage, if the theft or attempted theft has not been reported to the police and has not been assigned a crime reference number.

### The most we will pay under this section

We will not pay more than the market value of your car at the time of the loss, less the excess.



## Windscreen damage

### What is covered

We will:

- pay the cost of repair or replacement of accidentally damaged or broken glass in the windscreen or side or rear windows of your car and any scratching to the bodywork caused by the broken glass, as long as there has not been any other loss or damage.

Claims made under this section will not affect your no claim discount.

### What is not covered

- The windscreen excess shown in your Schedule, unless the glass is repaired and not replaced.
- Any amount over £100 for each incident, unless the repair or replacement is carried out by our recommended windscreen specialists who are Autoglass.
- Damaged or broken glass in sunroofs or fixed or moveable glass roof panels.
- Replacement of the hood/roof structure of a convertible or cabriolet vehicle.

## Exceptions which apply to sections 2, 3 and 4

### What is not covered

- Loss or damage caused by wear and tear or depreciation.
- Any decrease in the market value of your car following repair covered by your policy.
- Any part of a repair or replacement which improves your car beyond its condition before the loss or damage occurred.
- Any mechanical, electrical, electronic, computer or computer software breakdowns, failures, faults or breakages.
- Damage to tyres caused by braking, punctures, cuts or bursts.
- Loss or damage to mobile or car telephones or other portable telecommunications, audio, television, DVD, gaming, navigation or radar detection equipment not permanently fitted to your vehicle, or any of their parts.
- Deliberate damage caused to your car by anyone insured under your policy.
- Losses that are not directly associated with the loss of, or damage to, your car, or which are not directly covered by the terms and conditions of this policy, for example loss of use of your car.
- Loss or damage to any trailer, caravan or disabled motor vehicle, or their contents, being towed by your car.
- Loss or damage to your car if, at the time of the incident, it was being driven or used without your permission by someone in your family or someone living with you.
- Loss or damage due to any government, public or local authority legally taking, keeping or destroying your car.

## Conditions which apply to Sections 2, 3 and 4

### 1 Hire purchase, leasing and other agreements

We will make payment under your policy to the legal owner if we know that your car or any part thereof, is owned by someone other than you. We will only pay you the balance that is left after we have paid the legal owner all that they are entitled to. In the event that we agree with you that your car is a total loss we may make a claim payment to any party that has a financial interest in your car. We will only pay you the balance that is left after we have paid the interested parties all they are entitled to.

### 2 Parts

We may use parts which are not made by the manufacturer of your vehicle, but are of equivalent type and quality to the parts we are replacing. This may include recycled parts or parts made from recycled materials.

If any part or accessory is not available for use, the most we will pay you in respect of that part will be the cost shown in a supplier's latest United Kingdom price list. We will also pay reasonable fitting costs.

### 3 Removal and delivery

If your car has been immobilised as a result of loss or damage covered under your policy, we will pay the reasonable transport costs to take it to the nearest suitable repairer. We will also pay the reasonable cost of returning your car to you at the address shown in your Schedule after it has been repaired. We may put your car in safe storage, which we will arrange and pay for if we think storage is necessary, before it is sold or taken for scrap.

### 4 Repairs

If damage to your car is covered under your policy and you choose to use our Recommended Repairer Scheme, you do not need an estimate for the repairs, and work on your car can start as soon as practically possible.

Alternatively, you can arrange for reasonable and necessary repairs at a repairer of your choice but you must send us a detailed repair estimate and full details of the incident as soon as possible. We will only be liable for the repair costs at a non-recommended repairer once we have agreed that the costs are reasonable and we have issued an authorisation to the repairer. We reserve the right to ask you to obtain alternative estimates.

If you decide not to use our recommended repairer then an additional excess of £200 will be applied. This excess will be in addition to any other excesses shown on your policy Schedule.

### 5 Total loss of your car

If we agree with you that your car is a total loss as a result of an accident, theft, fire, flood or malicious damage we will reduce the claim payment by taking any part of the full premium you owe us. When we have made the full claim payment on this basis, we will have met all our responsibilities to you under your policy including the car hire benefit if purchased, and your car will become our property. Your policy, including the cover provided by the car hire benefit will then be cancelled (with any car hire car to be returned within 48 hours) unless we agree otherwise and we will not refund any of your premium. If you are paying by instalments, your full annual premium remains payable unless we have deducted this from your claim settlement.

Please note that if we agree with you that your car is determined by us to be a total loss, the Section 1b driving other cars extension to your Section 1 policy cover does not apply and you cannot use this.

If your car has a personalised registration number which you want to retain, we will give you up to six weeks after we have agreed with you that your car is a total loss to transfer that personalised registration number onto a DVLA Retention Certificate in your name, or allow us or our agents to arrange the transfer on your behalf and charge you for the cost of the transfer, or reduce the claim payment by an amount equivalent to this cost. If you tell us that you do not wish to keep the personalised registration number, we will dispose of it with the car.

## Additional Benefits

### 1 Personal accident

If you or your partner are accidentally injured as a direct result of an accident involving your car or while travelling in or getting into or out of any car, and within three calendar months this injury is the sole cause of:

- death
- permanent loss of sight in one or both eyes; or
- loss of one or more limbs

we will pay the injured person or their legal representatives the amount shown in your Schedule.

The most we will pay in any period of cover is also shown in your Schedule.

### What is not covered

- Any injury or death resulting from suicide or attempted suicide.
- Anyone who was driving while unfit to drive through drink or drugs or while their alcohol blood level proportion was over the legal limit at the time of the accident, or who is charged with failure to supply a specimen when requested by the police or other official body.
- Any person already insured with us and claiming personal accident from another policy held with us.

### 2 Medical expenses

We will pay medical expenses of up to the policy limit shown in your Schedule for each person injured if your car is involved in an accident.

### 3 Hotel expenses

If your car is immobilised as a result of an accident or loss covered under Section 2 of your policy, we will pay up to £250 for the driver or £500 in total for all the people in your car towards the cost of hotel expenses if an overnight stop is necessary on the day of the accident or loss.

### 4 Personal belongings

If your car is lost or damaged as a result of a claim under Section 2 or 3 of your policy, we will also pay for loss of, or damage to, any personal belongings and electrical accessories not permanently fitted to your car caused by accident, water damage, fire, theft or attempted theft, while they are in or on your car.

We will make deductions for wear and tear. We may require proof of purchase or evidence of ownership to support your claim

The most we will pay for any one incident is the policy limit shown in your Schedule.

### What is not covered

Loss of, or damage to:

- money, credit or debit cards, stamps, tickets, vouchers, documents and securities (for example, share certificates and premium bonds)
- goods or samples carried in connection with any trade or business; or
- property from an open or convertible car, unless the property was left in a locked boot or locked glove compartment
- property as a result of someone gaining possession of the car by any form of deception or fraud.

We will not pay more than our share of the claim if you have other insurance that covers the same loss or damage.

### 5. Motoring legal advice service

We will provide all our policyholders with a motoring legal advice helpline at no extra cost. This is operated by Irwin Mitchell solicitors, and is available anytime of the day or night on 0845 850 9596.



## Territorial limits and use abroad

### 1 Territorial limits and use abroad

Your vehicle must be registered in the UK or the Isle of Man and not be kept outside these jurisdictions for more than 90 days in your year long cover period.

The cover under Sections 1 - 5 of your policy operates in the UK, the Isle of Man and the Channel Islands and during sea journeys between these constituent parts.

The territorial limits of the cover under Sections 8 – 14 of your policy are different and are set out in the relevant section of the policy.

You also have the minimum cover you need by law to use your car in:

- any country which is a member of the European Union; and
- any country which the Commission of the European Community approves as meeting the requirements of Article 7(2) of the European Community Directive on Insurance of Civil Liabilities arising from the use of motor vehicles (No 72/166/CEE).

This may provide less cover than you have in the UK or the Isle of Man and is usually equivalent to the third party only cover available in the UK or the Isle of Man, with no cover for damage to your car.

If you ask us, we will provide you with an international motor insurance certificate (Green Card). We will charge an administration fee for this. Our fees are detailed in your Schedule.

### 2 If you want full policy cover abroad

In return for any extra premium we may require and an administration fee, we will extend the level of cover provided by your policy under Sections 1 to 7, to named countries in Europe and give you an international motor insurance certificate (Green Card). You must request this extension to your cover and agree it with us prior to travelling. Your car will also be covered whilst being carried by a recognised carrier between or within those countries during the period shown in the Green Card.

We will allow up to 90 days cover per policy year. This extension does not apply to sections 8 - 14.

### 3 Customs duty

If you have to pay customs duty on your car in any countries shown in your Green Card because of loss or damage covered under your policy and we decide not to repatriate your car, we will pay these costs for you.



## No claim discount

If you do not claim during a period of cover with us, we will give you a no claim discount.

If you do make a non recoverable claim, your level of no claim discount will be reduced at your next renewal by two years per claim. If you have three or more non recoverable claims in one period of insurance, your no claim discount will be set to 0 years.

The following will not reduce your no claim discount:

- payments made under Section 4 - windscreen damage
- payments for emergency medical treatment fees under Section 1 (4)
- accidents where you are not at fault, as long as we have recovered all that we have paid from those who were responsible.
- accidents where you are not at fault and those who were responsible were not insured, as long as they are identified.
- claims for vandalism, as long as the incident is reported to the police and is assigned a crime reference number and the damage has not been caused by another vehicle.
- claims made under the optional extras cover (Sections 8 - 14)

Your no claim discount cannot be transferred to another person or used on more than one policy at the same time.

### No Claim Discount

Following the purchase of your policy, you are required to supply us with evidence of the no claim discount you have declared. This can be in the form of your latest renewal invitation which shows your renewal date, the number of years no claims discount you have, along with the details of any claims; or a letter from your previous insurer which confirms the cancellation date of the last policy and sets out the same information.

If we do not receive this within 21 days from the start date of the policy, we will cancel your policy giving you seven days notice. We will do this in writing. If we cancel because we did not receive your proof of no claim discount, a cancellation fee will be charged. Our cancellation fees are detailed in your Schedule.

### No claim discount protection for life

Your Schedule will show if you have this benefit.

For an additional premium, if you have four or more years no claim discount, you can opt to retain your no claim discount for the life of your policy. This means that your no claim discount will remain protected and will not be stepped back as a direct result of any claims you have, provided your policy remains in force and you continue to be eligible for this benefit.

No claim discount protection can only be added to your policy at the start of the period of cover and is subject to eligibility criteria.

This benefit only applies to your no claim discount - it does not protect the premium you pay and we may take account of claims when calculating your premium.

## General exceptions which apply to Sections 1 to 7

You are not covered for any of the following:

### 1 Who uses the car

Any injury, loss or damage which takes place while your car is being:

- driven or has been left unattended by someone who is not shown on your Schedule as a person who is entitled to drive it
- used for any purpose which is not shown as covered in your Schedule
- driven by anyone (including you) who does not have a valid driving licence or is breaking the conditions of their driving licence; or
- used for hire or reward or for the carrying of passengers for profit.

This exception does not apply if your car is:

- being serviced or repaired by a member of the motor trade
- stolen or taken away without your permission; or
- being parked by an employee of a hotel or restaurant as part of a car-parking service.

### 2 Contracts

Any claim as a result of an agreement or contract unless it is one we would have been liable for anyway.

### 3 Radioactivity

Any loss or damage to property or any other direct or indirect loss, expense or liability caused by or contributed to by:

- ionising radiation or radioactive contamination from any nuclear fuel or waste; or
- the radioactive, toxic, explosive or other dangerous properties of nuclear equipment or its nuclear parts.

### 4 War

Any loss or damage caused by war, invasion, act of foreign enemy, hostilities (whether war has been declared or not), civil war, rebellion, revolution or military or usurped power unless we have to provide cover under the Road Traffic Act.

### 5 Riot

Any loss or damage caused by riot or civil commotion outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands. This exception does not apply to Section 1 of your policy.

### 6 Use on airfields

Any loss, damage, injury or liability while your car is in, or on, any part of an airport used:

- for take off or landing of aircraft or the movement of aircraft on the ground; or
- as aircraft parking areas, including service roads and parking areas for ground equipment.

### 7 Pollution

Any accident, injury, damage, loss or liability caused by pollution or contamination, unless the pollution or contamination is caused by a sudden, identifiable, unexpected and accidental incident which happens during the period of cover.

### 8 Pressure waves

Any loss or damage caused by pressure waves from aircraft or aerial devices travelling at sonic or supersonic speeds.

### 9 Track days and off road events

Any liability, loss or damage resulting from the use of your car at any event during which your car may be driven:

- on a motor racing track,
- on a de-restricted toll road,
- at an off road event, such as a 4 x 4 event,
- whilst greenlaning
- on an airfield or
- on the Nürburgring.

Also when using your car for racing, rallies, pace making, motor sport, hill climbing, speed trials, reliability trials, other trials, competitions and/ or endurance tests.

### 10. Pets

Any liability, loss, damage, cost or expenses caused by a pet whilst in your car.



# General conditions which apply to Sections 1 to 7

If you breach any of these conditions, we may treat your policy as invalid and/or may reject or refuse a claim.

## 1 Your duty and revealing information

It is a condition of your policy that:

- you observe all the terms and conditions of your policy
- you furnish us with any information, such as copies of driving licences, evidence of a no claim discount, valid MOT and/or a V5c vehicle registration document that we may ask to see.

You must also tell us immediately if any of the following happens:

- you change your car
- if the main user of the car changes from the person listed in the Schedule
- you make any modifications, alterations or changes to the manufacturer's standard specification for your car, including optional extras fitted to the car when new by the vehicle manufacturer or dealer which improves its value, performance, appearance or attractiveness to thieves. This includes, but is not restricted to, changes to the engine, engine management or exhaust system, changes to the bodywork, such as spoilers or body kits or changes to the windows, such as tinting
- you want to use your car for a purpose not included in your Schedule
- you become aware of any medical or physical condition of any driver covered by your policy which may affect their ability to drive
- you or any other driver covered by your policy are convicted of a motoring offence other than fixed-penalty parking offences or are banned from driving
- you or any other driver covered by your policy is involved in an accident whilst driving another vehicle or suffers a loss, such as a theft, of any other vehicle or makes a claim on any other motor insurance policy
- you change the address at which you normally keep your car
- you change the address where you normally live
- you keep your car at a different address to the one where you normally live
- you or any other driver covered by your policy are charged with, or convicted of, any offence, including fraud, arson or dishonesty, that is unspent under the Rehabilitation of Offenders Act. You must also inform us of any prosecutions pending
- you or any other driver covered by your policy change occupation
- you change your annual mileage
- you or any other driver covered by your policy cease to be a permanent resident of Great Britain, or the Isle of Man.

You must tell us immediately if any of the following happens:

- you or any named driver have a motor policy voided, cancelled or have special terms imposed.

We may then re-assess your cover and premium. If you do not tell us about any relevant changes, we may:

- reject or reduce your claim; or
- declare your policy null and void

## 2 Accidents or losses

As soon as you become aware of any incident, such as an accident, water damage, theft, theft/loss of keys, or fire, which results in death, injury, damage or loss, you must tell us, even if there is no damage to your car. This is regardless of whether it may lead to a claim under your policy.

If you receive any correspondence or are contacted by a third party in relation to an incident, or receive any notice of prosecution, inquest or fatal accident enquiry or you are sent a summons or Claim Form from a court, solicitor's claim or letter, you must notify us and send any received documentation to us, unanswered, immediately - quoting your policy number.

Failure to comply with the above may result in additional costs being incurred by us, which you may be liable for and we may recover these costs from you.

## 3 Claims procedure

You must not admit liability for or negotiate to settle any claim without our written permission. We may take over, defend or settle the claim, or take up any claim in your name for our own benefit. You and any other person covered by this policy must give us all the information, documentation and help we need to do this. We have full discretion in the settlement of your claim or any legal proceedings that arise and we may take over, defend or settle the claim, or take up any claim in your name for our own benefit.

In certain cases involving personal injury, we are obliged to investigate liability and reach a decision either admitting or denying liability within 15 working days. You must give us all the help and information we need to do this. Decisions in relation to liability will be at our absolute discretion based upon the individual circumstances of the case.

As part of our claims validation process, we may require you to provide evidence of the purchase of your vehicle. This may be in the form of a bank statement, credit card statement and/or a garage receipt.

## 4 Other insurance

If you have other insurance which covers the same loss, damage or liability, we will not pay more than our share of your claim. This does not apply to the personal accident benefit (see Section 5 (1)).

## 5 Taking care of your car

You must:

- take all reasonable steps to protect and secure your car and its contents from loss and damage and make sure your car is in a roadworthy condition, including having a valid MOT if required, and ensuring that items such as wheels, tyres, bodywork and windows meet the legal requirements; and
- allow us to examine your car at any reasonable time if we ask you.

If we are made aware that your car is not in a roadworthy condition, we may reject or reduce your claim, and/or cancel your policy or declare your policy null and void.

## 6 Car sharing

Your policy covers you for carrying passengers in return for payment but it does not cover you if:

- your car is made or adapted to carry more than eight people
- you are carrying the passengers as customers of a passenger-carrying business; or
- you are making a profit from the passengers' payments.

## 7 Changes to your policy

If you make any changes to your policy details or cover at any time during the period of cover, we usually charge an administration fee. The current fees are shown in your Schedule.



## 8 Fraud

If you, an authorised driver, or anyone acting for you:

- makes a claim knowing any part of it to be false, or fraudulent or
- supports a claim by a false or fraudulent arrangement,

we will not pay the claim and we will cancel the policy.

If we cancel your policy on the grounds of fraudulent activity we will keep any premium you have paid.

We may also notify the relevant authorities, so that they may consider criminal proceedings.

## 9 Suspending your cover

If you ask us, we will:

- suspend your cover completely; or
- suspend all your cover except for fire and theft risks (Section 3).

Suspension of cover can only continue until your next renewal date and is subject to the following conditions:

- during the suspension period your car is not left on a public road, and is not used. This must be the case for the whole suspension period and this must be at least 30 consecutive days
- you give us notice before the suspension period begins and return the Certificate of Motor Insurance to us at that time. We may also ask for proof of sale or a SORN document; and
- you have not made a claim during the current period of cover.

When the period of suspension ends we will refund the unused premium referable to the period of suspension (less 25% if fire and theft cover remains in force) as long as you have adhered to the conditions above.

If you suspend your cover, the unused premium cannot be used to extend the period of cover. If you pay your premium by instalments, you must continue to pay the instalments while cover is suspended.

## 10 Cancelling your policy

### Within the 14 day cooling off period

You have 14 days from the date you receive your Policy Booklet, Schedule and Certificate of Motor Insurance if you are a new customer or from your renewal date if you are an existing customer to tell us that you want to cancel the policy and to return your Certificate of Motor Insurance to us.

As long as no incidents have arisen which could result in a claim under your policy, we will refund the premium you have paid, less the administration fee, to take account of our costs in providing your policy. The administration fee is detailed in your Schedule.

If any incidents have arisen during the period of cover and a claim has been made by you, or against you, we will not refund any premium and, if you are paying by instalments, you must still pay us the balance of the full annual premium. If you or we cancel your policy, you must pay all costs you incur in relation to the claim after cancellation.

If you do not exercise your right to cancel during the 14 day period, your policy will continue as normal.

If you cancel your direct debit this does not mean that you have cancelled your policy.

### Outside the 14 day cooling off period

If you decide to cancel after 14 days you must tell us and return your Certificate of Motor Insurance to us.

As long as no incidents have arisen which could result in a claim under your policy, we will refund the part of the premium you have not yet used, less the cancellation fee to take account of our costs in providing your policy. The cancellation fee is detailed in your Schedule.

If a claim has been made, we will cancel your cover but not refund any premium. If you or we cancel your policy, you must pay all costs you incur in relation to the claim after cancellation. If you are paying by instalments, you must still pay us the balance of the full annual premium.

If you cancel your direct debit this does not mean that you have cancelled your policy.

### What you must do

To enable us to cancel your policy, you must phone to tell us in the first instance and return your Certificate of Motor Insurance to us at The Equinox, 19 Cadogan Street, Glasgow, G2 6QQ. We will cancel your policy from the date we receive your Certificate of Motor Insurance. If you have lost your Certificate of Motor Insurance, we will ask you to complete a Lost Certificate Declaration.

If the premium amount due, including the cancellation fee, when you cancel your policy is more than the amount you have paid, you must pay us the difference.

By cancelling your direct debit this does not mean that you have cancelled your policy. You will need to tell us you want to cancel your policy and return your Certificate of Motor insurance.

When your policy is cancelled, all cover provided by the optional extras you chose with your main policy cover will automatically be cancelled at the same time.

### Cancelling optional extras

You have 14 days from the date you receive your documents if you are a new customer, or from your renewal date if you are an existing customer, to tell us that you want to cancel any of the optional extras you included with your main policy cover. As long as no incidents have arisen which could result in a claim under these sections, we will refund the premium you have paid. If any incidents have arisen which may result in a claim, we will not refund any premium and, if you are paying by instalments, you must still pay us the balance of the full annual premium.

If you choose to cancel any of the optional extras you included within your main policy cover after the 14 day period, with the exception of breakdown assistance cover, we will not refund any of the premium you have paid for this cover and the full annual premium for it will still be payable.

If you choose to cancel your breakdown assistance cover after the 14 day period, we will refund the premium you have paid for your breakdown assistance cover less a pro rata charge for the time you have been on cover.

### Our right to cancel your policy

We have the right to cancel your policy at any time by giving you seven days' notice in writing where there is a valid reason for doing so. We will send our cancellation letter to the latest address we have for you and will set out the reason for cancellation in our letter. Valid reasons may include but are not limited to:

- Where we have been unable to collect a premium payment. In this case we will contact you in writing requesting payment by a specific date. If we do not receive payment by this date we will write to you again notifying you that payment has not been received and giving you seven days' notice of a final date for payment. This letter will also notify you that if payment is not received by this date your policy will be cancelled. If payment is not received by that date we will cancel your policy with immediate effect and notify you in writing that such cancellation has taken place;



- Where you are required in accordance with the terms of this Policy Booklet to co-operate with us, or send us information or documentation and you fail to do so in a way that materially affects our ability to process a claim, or our ability to defend our interests. In this case we may issue a cancellation letter and we will cancel your policy if you fail to co-operate with us or provide the required information or documentation by the end of the seven day cancellation notice period;
- Where we do not receive evidence of your no claim discount within 21 days from the start date of the policy. If we have not received such evidence by the end of the 21 day period we will issue a cancellation letter and we will cancel your policy if we do not receive evidence of your no claim discount by the end of the seven day cancellation notice period;
- Where there is a material failure by you to take care of your car as required by the paragraph headed 'Taking care of your car' in the General Conditions applying to Sections 1 to 7 of this Policy Booklet;
- Where we reasonably suspect fraud; or
- Use of threatening or abusive behaviour or language, or intimidation or bullying of our staff or suppliers.

If we do cancel your policy, we will refund the part of your premium you have not yet used less a cancellation fee to take into account our costs in providing your policy. The fees are detailed in your Schedule.

If we cancel your motor insurance at any time, we will automatically cancel any cover provided by the optional extras you chose with your main policy cover. The premium you paid for these optional extras will also be refunded less a pro rata charge for the time you have been on cover.

If we cancel your policy because we have been unable to collect the premium by direct debit instalments, we will charge the cancellation fee to take account of our costs in providing your policy and for recovering any premium owed to us for the period of cover. The fees are detailed in your Schedule.

### 11 Car registration

Your car, or any car you may drive under the 'Driving other cars' extension if you have this, must be registered in the UK with the Driving and Vehicle Licensing Authority (DVLA), or in the Isle of Man with the Department of Infrastructure - Highways Division.

### 12. Claims as a result of drink or drugs

If an incident occurs, which gives rise to a claim and the driver is unfit to drive through drink or drugs or while their alcohol blood level proportion is over the legal limit or is charged with or convicted of failure to supply a specimen when requested by the police or other official body, our liability will be limited to that required by the Road Traffic Act. This means that there will be no cover for your vehicle and we reserve the right to recover all sums paid to any third parties from you or the driver of your vehicle.

### 13. Charges for failed direct debit payments

If you pay your premium by instalments and we are unable to collect a payment due to insufficient funds in your account we will charge an administration fee to resubmit a request for payment. Our fees are detailed in your Schedule.

### 14 Paying your premium

You must pay us your premium (including Insurance Premium Tax)

## Endorsements which may apply to your policy

These endorsements only apply if they are shown in your Schedule.

### 1 Excluding accidental damage

Section 2 does not apply if anyone named next to this endorsement in your Schedule is driving or is in charge of your car.

### 2 Cover restricted to third party only

Sections 2, 3, 4 and 5 do not apply if anyone named next to this endorsement in your Schedule is driving or is in charge of your car.

### 3 Excluding personal accident benefits

Section 5 (1) does not apply.

### 4 Excluding windscreen damage

Section 4 does not apply.

### 5 Excluding medical expenses

Section 5 (2) does not apply.

### 6 Excluding personal belongings

Section 5 (4) does not apply.

### 7 Cover suspended except for fire and theft

Cover under your policy is suspended apart from Section 3 (fire and theft).

### 8 All cover suspended

All cover under your policy is suspended.

### 9 Excluding drivers under 21 years

Your policy will only provide the minimum insurance needed under the Road Traffic Act while your car is being driven by or is in the charge of anyone under 21, unless that person is named as a driver on your Schedule. If we have to make a payment under this minimum insurance cover we can seek recovery of these costs from you as detailed in Section 1 of the Policy Booklet, point 5, 'Our right to get back what we have paid'.

### 10 Excluding drivers under 25 years

Your policy will only provide the minimum insurance needed under the Road Traffic Act while your car is being driven by or is in the charge of anyone under 25, unless that person is named as a driver on your Schedule. If we have to make a payment under this minimum insurance cover we can seek recovery of these costs from you as detailed in Section 1 of the Policy Booklet, point 5, 'Our right to get back what we have paid'.

### 11 Excluding drivers under 30 years

Your policy will only provide the minimum insurance needed under the Road Traffic Act while your car is being driven by or is in the charge of anyone under 30, unless that person is named as a driver on your Schedule. If we have to make a payment under this minimum insurance cover we can seek recovery of these costs from you as detailed on Section 1 of the Policy Booklet, point 5, 'Our right to get back what we have paid'.

### 12 Motor caravans

#### Your policy does not cover:

- The contents of the motor caravan, except for its permanent fixtures and fittings.
- Loss of, or damage to, the permanent fixtures and fittings, unless the bodywork of the motor caravan is damaged at the same time.
- Loss of, or damage to, the motor caravan by fire or an explosion caused by the cooker, heater, lights or refrigerator or any gas or electricity supply to those appliances.





## Motoring legal protection

This section only applies if your Schedule shows that you have motoring legal protection cover, and you have paid the premium for it.

The persons covered by this section are the policyholder, any drivers named on your policy Schedule, and any passengers.

### Meaning of words and terms in this section of your policy

In this Section of your policy, the following words and expressions will have the meanings shown here next to them. These words may have a different meaning to those given elsewhere in your policy.

#### Authorised representative

A person appointed under this section to represent you who will be suitably competent to carry out the work and who may be a member of our staff, a barrister, a solicitor or a firm of solicitors or someone working in a firm of solicitors.

#### Car

Any private motor vehicle described in paragraph 1a), b) and c) 'description of vehicle' in your Certificate of Motor Insurance.

#### Indemnity limit

- The maximum amount we will pay towards the costs incurred to recover uninsured losses for any one road traffic accident is £100,000 per person covered by this section (including Value Added Tax).
- The most we will pay for any one defence of motoring prosecution incident is £10,000 (including Value Added Tax).

#### Legal costs

a) Costs relating to recovery of uninsured losses

- The fees and expenses (including all Value Added Tax) reasonably and proportionately charged by the authorised representative on a standard basis in connection with your legal proceedings, as allowed at the time by the Civil Procedure Rules which cannot be recovered from another party
- the defence costs of the other party which you are ordered to pay
- any other costs to which we agree.

b) Costs relating to defence of motoring prosecution

The fees and expenses (including all VAT) reasonably charged to defend a relevant motor prosecution and/or present arguments to mitigate a penalty imposed by a Magistrates' Court or Crown Court. Reasonable costs are those that the ordinary privately paying individual would consider paying in defence of a prosecution.

#### Legal proceedings

Any civil, criminal, tribunal or arbitration proceedings or an inquiry or appeals from them.

#### Proportionality

The process of us assessing whether the costs to pursue your claim for recovery of your uninsured losses are proportionate to the likely benefit it will bring. Issues we will consider when assessing proportionality will include, but are not limited to :

- the amount of money involved
- the importance of the case
- the complexity of the issues

- the financial position of the parties; and
- the damages you are expected to receive.

#### Motoring legal protection territorial limits

For uninsured loss claims, this is the United Kingdom, the Isle of Man, the Channel Islands, any country which is a member of the European Union and any country which the Commission of the European Community approves as meeting the requirements of Article 7(2) of the European Community Directive on insurance arising from the use of motor vehicles (No72/166/CEE).

For claims covering costs for defence of prosecution, this is the UK, the Isle of Man and the Channel Islands.

#### Reasonable prospects

The process of us, or your authorised representative, assessing whether it is more likely than not that incurring a legal cost will result in a successful or more advantageous outcome.

#### This section

Section 8 of your Policy Booklet which relates to the motoring legal protection benefit.

#### Uninsured losses

Losses which you are not able to recover under your car insurance policy, where the loss is partly or wholly the fault of a third party. This includes, but is not restricted to, personal injury, policy excesses, loss of earnings, vehicle recovery charges and travel expenses.

#### You, your

The person named as the policyholder in your Schedule and any authorised driver of the car at the time of an incident and any passenger in the car at that time.

#### Your policy

The Policy Booklet and Schedule for your policy of motor insurance with us to which this section relates.

#### We, us

Motoring legal protection is underwritten by esure Insurance Limited.

## What we will cover

#### Uninsured losses

We will cover, up to the indemnity limit, your costs for recovering any uninsured losses you incur which arise directly from any road traffic accident which was partly or wholly the fault of another party which involves your car, and results in:

- your death or injury
- damage to your car
- damage to any property which you own or are legally responsible for; and
- any other uninsured losses incurred by you arising directly from that road traffic accident.

#### Defence of prosecution for motoring offences

We will pay for legal expenses up to the indemnity limit to defend you if charged with a motoring offence arising from an incident while using your car (and which is not covered under Section 1 Liability to other people).

**1** If you are notified by the police or the Crown Prosecution Service that you may be prosecuted for a motoring offence, you must call our legal helpline which will provide suitable legal advice. This will include advice on such things as:

- the prospects of defending the charge(s) brought



- the likely penalty that could be imposed if you are found guilty.
- In addition, further assistance provided may include such things as:
- co-ordinating the gathering of information and documents to support a defence
  - making representations to the Court (or instructing a barrister to do so, where appropriate) in defence of the charge(s) or to present arguments to limit the size of any penalty.
- 2** We will not pay costs which exceed the limit of indemnity.
- 3** Cover under this section will end when charges are withdrawn or a final finding as to guilt has occurred or where a guilty verdict has been delivered, final sentence has been passed. If you withdraw your defence without our consent and the written advice of your solicitor, we will not give you any cover under this section and you must then pay back to us any costs we have paid or incurred under the case or by withdrawing from it.
- 4** We will consider the funding of appeals subject to proper notice, prior agreement and our assessment that it is more likely than not that the appeal will succeed.

## Your legal representation

### Recovery of your uninsured losses

**1** When you make a claim to recover your uninsured losses we will assess the legal merits of the claim on the basis of the facts given to us and whether you have reasonable prospects for taking, defending or being a party to legal proceedings. We will also consider whether, applying proportionality, it is reasonable that your costs be paid under this section. If legal representation is necessary, we will appoint an authorised representative to deal with your claim before the commencement of any enquiry or proceedings.

**2** We may refuse to accept a claim to recover your uninsured losses or we may withhold our consent for you to incur costs in relation to the recovery of your uninsured losses, or we may withdraw from a claim to recover your uninsured losses if we are not or are no longer satisfied that:

- there are reasonable prospects for you to take or be a party to legal proceedings or continue them; or
- by the application of proportionality the overall advantage expected from you taking or being a party to or continuing legal proceedings justify the likely costs; or
- it is reasonable for us to grant costs under this section or to continue to do so.

**3** If the appointed representative cannot negotiate settlement of your claim and it is necessary to issue a court summons, or there is a conflict of interest, then you may choose your own lawyer to act on your behalf. We will give your choice of lawyer the opportunity to act on esure's Standard Terms of Appointment. However if your choice of lawyer is unable to act on this basis, the most we will pay is the amount we would have paid if they had agreed to esure's Standard Terms of Appointment (copy available on request) and we will require confirmation either:

- from you, that you are willing to pay the difference between what we would pay under esure's Standard Terms of Appointment and what your chosen lawyer will charge, or
- from your lawyer, that they will not charge more than would be charged under esure's Standard Terms of Appointment.

**4** Your chosen lawyer must:

- co-operate with us at all times
- have our written permission before instructing a barrister or expert witness
- be told by you the terms of this section and the indemnity limit
- tell us if there are no longer reasonable prospects for continuing the claim
- tell us if there is an offer of settlement or a payment into court

- obtain our written consent before incurring any disbursements
- provide a written update of all material developments including costs and in any event provide a written update every three months as to the current position of the case including the expected outcome
- notify us of the final conclusion.

**5** We will not be liable for any disbursements incurred by your chosen lawyer without our consent. We will not keep to an arrangement you make with your chosen lawyer unless we agree to it beforehand. You must authorise your chosen lawyer to give us all the details of the claim and its progress.

**6** We may discharge our obligations to you by paying the amount of your uninsured loss claim that is in dispute.

**7** If you discontinue or withdraw from legal proceedings without our consent we will not give you any cover under this section and you must then pay back to us any costs we have paid or are ordered to pay.

**8** We will consider the funding of appeals subject to proper notice, prior agreement, the application of proportionality and reasonable prospects of success.

**9** We have appointed a panel of legal firms to provide legal services to our customers. We have a financial arrangement with our legal panel firm(s) in relation to accidents occurring in Scotland, where we will introduce our customers to them and they make monthly payments to us for those referrals. There is nothing in our relationship with our panel firm(s) which will compromise their independence or ability to act in your best interests. As part of any claim for personal injury the legal firm we appoint on your behalf will need to arrange for you to be medically examined by a doctor. They may appoint a medical agency to arrange this examination. The medical agency will also consider whether rehabilitation would assist you in recovering from your injury. Where the accident occurs in Scotland, medical agencies will make a payment to us for this service.

### Defence of prosecution for motoring offences

**1** If you require advice relating to a motoring prosecution you must call our legal helpline. If legal representation is necessary we will appoint a lawyer to deal with your case. Should you choose to appoint your own lawyer, they will be given the opportunity to act on esure's Standard Terms of Appointment.

**2** If your choice of lawyer is unable to act on this basis, the most we will pay is the amount we would have paid if they had agreed to esure's Standard Terms of Appointment (copy available on request) and we will require confirmation either:

- from you that you are willing to pay the difference between what we would pay under esure's Standard Terms of Appointment and what your chosen lawyer will charge, or
- from your lawyer that they will not charge more than would be charged under esure's Standard Terms of Appointment.

**3** Your chosen lawyer must:

- co-operate with us at all times
- have our written permission before instructing a barrister or expert witness
- be told by you the terms of this section and the indemnity limit
- obtain our written consent before incurring any disbursements
- provide a written update of all material developments and in any event provide a written update every three months as to the current position of the case including the expected outcome
- notify us of the final conclusion.

**4** We will not be liable for any disbursements incurred by the actions of your chosen lawyer without our consent. We will not keep to an arrangement you make with your chosen lawyer unless we agree to it beforehand.

You must authorise your chosen lawyer to give us all the details of the case and its progress.



5 If you discontinue or withdraw from legal proceedings without our consent, we will not give you any cover under this section and you must then pay back to us any costs we have paid or are ordered to pay.

6 We will consider the funding of appeals subject to proper notice, prior agreement and reasonable prospects of success.

## Exceptions which apply to motoring legal protection

### What is not covered by this section

Legal costs:

- related to any incident which occurred outside the period of cover
- if there is other insurance which covers the same loss, we will not pay more than a proportionate share of the claim with the other insurer(s)
- related to any incident which occurred outside of the motoring legal protection territorial limits
- or expenses, damages, fines or other penalties you are ordered to pay by a court of criminal jurisdiction
- for pursuing any claim for repair (including repairs where you enter into a credit agreement with another party) when you have a comprehensive policy but did not use it to claim for damage to your car, unless the cost of repairs is less than your policy excess
- incurred prior to you being notified by the police or Crown Prosecution Service that you may be prosecuted for a motoring offence.
- Any payment you have agreed to make to any party who is pursuing your uninsured loss claim, as a success fee under the terms of a conditional fee agreement (CFA) or a damages based agreement (DBA).
- Costs arising from disputes between you and us.
- Costs for a claim to recover your uninsured losses where there are no reasonable prospects for you to take or be a party to legal proceedings or continue them.
- Costs for a claim to recover your uninsured losses where we are no longer satisfied that, by the application of proportionality, the overall advantage expected from you taking or being a party to or continuing legal proceedings justifies the likely costs.
- Claims where you cause delay or do not give reasonable assistance to us or the authorised representative and where this delay or failure to assist results in an increased liability for costs.
- Claims which are not notified to us in accordance with the claims procedure for this section.
- Claims arising when your car is being used for any purpose which is not shown as covered in this policy, or in your Schedule, including, but not limited to, use for racing, rallies, pace making, motor sport, hill climbing, speed trials, reliability trials, other trials, competitions and/or endurance tests.
- Claims for applications for a judicial review or a review under administrative law.
- Claims under this section which have arisen from an incident that could come under your car insurance with us, but, where we repudiate the claim under your car insurance policy and/or we cancel or void your car insurance policy.
- Claims which are false or fraudulent or arise out of your deliberate act(s) to cause intentional injury or damage to property.
- Claims where at the time of the incident you or the driver of your car did not hold a valid driving licence.
- Claims arising from any loss or damage to property or injury to a person or any direct or indirect loss, expense or liability caused by or attributed to:
  - a) Ionising radiation or radioactive contamination from any nuclear fuel or waste or the radioactive, toxic, explosive or other dangerous properties of nuclear equipment or its nuclear parts.
  - b) War, invasion, revolution or a similar event unless we have to provide cover under the Road Traffic Act.
  - c) Riot or civil commotion outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.



## Conditions which apply to motoring legal protection

These conditions apply to this section. If you breach any of these conditions, we may treat this section of your policy as invalid and/or may reject or refuse a claim.

### 1. Your policy

The cover under this section will only apply if at the time of the incident your car insurance policy is in force and all obligations under your car insurance policy have been obeyed and your car is being driven or used for a purpose permitted by your Schedule. Any breach of the conditions may result in cover being withdrawn if the breach is relevant to the claim.

### 2. Your duty

We will only provide cover under this motoring legal protection section if you keep to all the terms of your policy and of this motoring legal protection cover and you act openly and in good faith throughout.

### 3. Information

You must tell us as soon as reasonably possible after an incident which may lead to a claim under this section. You must not answer, but you must send to us as soon as reasonably possible after receiving it, any notice of prosecution, inquest or fatal accident enquiry or Claim Form from a court, claim or letter about the road traffic accident. You must follow the claims procedure for your policy.

You must also promptly give any further information that we or the authorised representative ask for. Any information you need to give to us or the authorised representative to evidence your uninsured loss will be at your own expense.

### 4. Claims procedure

You must not admit liability for or negotiate to settle any claim without our written permission. You must give us and the authorised representative all the information and help we need.

You must not start legal proceedings or start a legal appeal before we have agreed terms with your authorised representative. You must keep us informed of the progress of the claim and authorise your authorised representative to do so.

### 5. The authorised representative

You will co-operate fully with the authorised representative and you will not do anything which might damage your claim. You must tell us if your authorised representative does not wish to continue to act for you or if you withdraw instructions. Your authorised representative must keep us up to date with the progress of the claim, and you must authorise them to do so.

### 6. Costs

You must send us all bills of costs as soon as you receive them and, if we ask, tell your authorised representative to have the bill assessed by the court or approved by his or her professional body.

You must seek to recover costs from your opponents if you can and pay the money to us. You must do your best to keep the costs as low as is reasonably possible.

### 7 Cancellation

#### Within the 14 day cooling off period

You have 14 days from the date you receive your documents if you are a new customer or from the renewal date if you are an existing customer to tell us you want to cancel the motoring legal protection.

As long as no incidents have arisen which could result in a claim under your policy, we will refund the premium you have paid.

If any incidents have arisen which may result in a claim, we will not refund any premium and, if you are

paying by instalments, you must still pay us the balance of the full annual premium.

If you do not exercise your right to cancel during the 14 day period, your motoring legal protection cover will continue as normal.

### Cancelling your cover after the 14 day cooling off period

If you decide to cancel your motoring legal protection after 14 days, you must inform us, but no advance notice is required. If you do cancel your motoring legal protection cover we will not refund any of your motoring legal protection premium and the full annual premium for it will still be payable.

If you cancel your direct debit this does not mean that you have cancelled your motoring legal protection.

### Our right to cancel your motoring legal protection

We have the right to cancel your motoring legal protection at any time by giving you seven days' notice in writing where there is a valid reason for doing so. We will send our cancellation letter to the latest address we have for you and will set out the reason for cancellation in our letter. Valid reasons may include but are not limited to:

- Where we have been unable to collect a premium payment. In this case we will contact you in writing requesting payment by a specific date. If we do not receive payment by this date we will write to you again notifying you that payment has not been received and giving you seven days' notice of a final date for payment. This letter will also notify you that if payment is not received by this date your policy will be cancelled. If payment is not received by that date we will cancel your policy with immediate effect and notify you in writing that such cancellation has taken place;
- Where you are required in accordance with the terms of this Policy Booklet to co-operate with us, or send us information or documentation and you fail to do so in a way that materially affects our ability to process a claim, or our ability to defend our interests. In this case we may issue a cancellation letter and we will cancel your policy if you fail to co-operate with us or provide the required information or documentation by the end of the seven day cancellation notice period;
- Where we reasonably suspect fraud; or
- Use of threatening or abusive behaviour or language, or intimidation or bullying of our staff or suppliers.

If we do cancel your motoring legal protection, we will refund the part of your premium you have not yet used less a cancellation fee to take into account our costs in providing your policy. The fees are detailed in your Schedule.

If you or we cancel the motoring legal protection, you must pay all costs you incur under this section after cancellation.

### 8 Disputes

Any dispute between you and us concerning your choice of lawyer will be determined in accordance with an opinion of an expert chosen by us jointly but if we cannot agree on the expert within 21 days the President of the Law Society of England and Wales will appoint one. For a claim in the United Kingdom the expert will be a barrister and for other jurisdictions will be a suitably qualified legal practitioner. The expert will act as an expert and not as an arbitrator and the expert's opinion will be binding on both of us. The fees of the expert will be borne by you and us in the proportions that they decide.



## Breakdown assistance cover

### Details about our regulator

The breakdown assistance cover is underwritten by U K Insurance Limited, The Wharf, Neville Street, Leeds, LS1 4AZ. Company No. 1179980. U K Insurance Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. The Financial Conduct Authority website, which includes a register of all regulated firms can be visited at [www.fca.org.uk](http://www.fca.org.uk), or the Financial Conduct Authority can be contacted on 0800 111 6768. The Prudential Regulation Authority website can be visited at [www.bankofengland.co.uk/pru](http://www.bankofengland.co.uk/pru), or the Prudential Regulation Authority can be contacted on 020 7601 4878. The Financial Conduct Authority registration number for U K Insurance Limited is 202810.

Under the Financial Services and Markets Act 2000, should the company be unable to meet all its liabilities to policyholders, compensation may be available. Information can be obtained on request, or by visiting the Financial Services Compensation Scheme website at [www.fscs.org.uk](http://www.fscs.org.uk).

### Meaning of words and terms in this section of your policy

In this part of your policy, the following words and expressions will have the meanings shown here next to them. These words may have a different meaning to those given elsewhere in your policy.

### Breakdown assistance cover territorial limits

United Kingdom and the Isle of Man

### Car

Any private motor vehicle insured under your policy and described in paragraph 1 'description of vehicle' in your Certificate of Motor Insurance, not including temporary additional or temporary substitute vehicles which the underwriter has agreed to accept for car insurance under this policy. Or, if the policyholder has elected to purchase the 'any vehicle' extension to this section, any vehicle in which the policyholder or his or her partner are travelling at the time of the insured incident.

### Claim

Any insured incident giving rise to any administrative or financial intervention on the part of Green Flag within the scope of the cover provided by this section of your policy.

### Force majeure event

Means an event beyond our reasonable control which includes without limitation fire, flood, inclement weather, earthquake, accident, civil disturbances, war, rationing, embargoes, strikes, labour problems, delays in transportation, inability to secure necessary materials, delay or failure of performance of any supplier or subcontractor (which cannot reasonably be avoided by us), acts of God and acts of government.

### Green Flag

Green Flag is a trading name of UK Insurance Limited, the underwriter of the breakdown assistance cover who is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. The registered address of UK Insurance Limited is: The Wharf, Neville Street, Leeds, LS1 4AZ. Registered in England and Wales No: 1179980.

### Home address

The last address notified to us by you as your home address or the place where your car is normally kept if this is different.

### Insured incident

Electrical or mechanical breakdown or accident (including fire, theft, attempted theft, malicious damage, flat tyre, flat battery, loss or breakage of car keys or lack of fuel) that results in the total loss or the immobilisation of the car within the United Kingdom or the Isle of Man.

### Insured person

You and any other person who at the time of the insured incident, is driving or riding as a passenger in the car with your permission and is not a hitch-hiker.

### Period of cover

If you have taken our cover under this section at the same time as the rest of your policy, the cover will start at the same time as your policy starts. In any other case, the cover under this section will begin 24 hours after your application for cover is accepted. Cover will expire at the same time as the rest of your policy expires or is cancelled.

### Strike

Any form of industrial action taken by workers, carried out with the intention of preventing, restricting or otherwise interfering with the production of goods or the provision of services.

### This section

The section of your policy which provides breakdown assistance cover.

### United Kingdom

England, Scotland, Wales and Northern Ireland.

### We, us, our

UK Insurance Limited.

### You, your

The person named as the policyholder in your Schedule.

### Option A – Roadside assistance

If your car is immobilised following an insured incident that occurs a minimum of one quarter of a mile away from your home address, Green Flag will arrange:

### Roadside assistance

Call out of a repairer or recovery specialist to attend the site of the insured incident and carry out up to one hour's labour for repair of your car at the roadside for the sole purpose of making or attempting to make your car mobile.

### Towing to repairer

Where, in the sole opinion of Green Flag or its operator, roadside repair is not practical the recovery of your car, and up to eight insured persons to a repairer of your choice within 10 miles of the insured incident or to a single destination within 10 miles of the insured incident.

Green Flag will not pay for the cost of repairs.

Green Flag will arrange for your car to be transported for more than 10 miles but you will have to pay for the additional miles on a 'there and back' basis. You will have to pay extra costs if labour exceeds 60 minutes.

### Completion of journey

If you need help to return to your home address or complete a journey within the breakdown assistance cover territorial limits following an insured incident, Green Flag will, at your expense, arrange one or more of the following services, subject to availability:

- for you and any insured persons to continue your journey;
- overnight hotel accommodation; or
- hire of a replacement car.



### Please note

A hire car is arranged subject to you or the insured person meeting the conditions of the hirer. Payment under this section must be made according to Condition 13.

### Option B – Home rescue

If your car is immobilised following an insured incident at or within one quarter of a mile from your home address, you will be entitled to the services detailed under Option A Roadside assistance. If your car cannot be started within the one hour free labour, you can claim up to £10 for alternative transport. This will be on a claim and reclaim basis and therefore receipts will be required.

### Option C – Recovery

If your car is immobilised following an insured incident Green Flag will arrange, in addition to services described under Options A and B:

#### Driver care

Where repairs at the roadside are not practical and garage repairs cannot, in the sole opinion of Green Flag or its operator, be completed on the working day of the insured incident, Green Flag will at your request, arrange and pay for one of the following four means of assistance, subject to availability:

- transport of up to eight insured persons and your car to your home address or to your original intended destination within the breakdown assistance cover territorial limits, or to a suitable repairer, or if the repairer is near your home address, Green Flag will also take you to your home address; or
- hotel accommodation expenses for one night only, limited to bed and breakfast (excluding alcoholic drinks), whilst repairs to your car are completed, provided the insured incident occurs more than 25 miles from your home address or original intended destination, subject to a maximum of £150 per insured person and £600 per insured incident; or
- the hire of a self drive rental vehicle of an equivalent level to the car (up to 1600cc) for a reasonable period to complete your journey up to a maximum of £100 in total; or
- the cost for up to eight insured persons to either continue the journey or return to your home address, by the alternative transport which in the opinion of Green Flag is the most suitable, up to a maximum cost of £100 in total.

In addition if necessary, Green Flag will also:

- pay for one single standard class rail ticket within the breakdown assistance cover territorial limits for you or any authorised driver to collect the car following repair, up to a limit of £150; and
- relay up to three telephone messages to family members, friends or business associates of yours to advise of unforeseen travel delays.

#### Provision of chauffeur

The cost of providing a chauffeur to take up to eight insured persons, your car and your baggage to your destination anywhere within the breakdown assistance cover territorial limits when the only driver is unable to drive due to illness or injury. You will have to show medical certification at the time of the illness or injury.

### Please note:

A hire car is arranged subject to the insured person meeting the conditions of the hirer.

Green Flag cannot guarantee to provide a hire car with a roof rack or tow bar.

Any authorised hire car must be affected within 24 hours of your discovery of the occurrence of the insured incident.

### What is not covered:

- Any costs which Green Flag have not been notified of at the time of the insured incident and which have not been previously agreed.
- Car hire in the event of the insured car requiring routine servicing, being out of use temporarily under warranty or for other repair work to correct non-immobilising faults or undergoing repair of cosmetic damage.
- The cost of fuel and oil used in any replacement car or any additional insurance offered by the replacement car hirers.

### Caravan and trailer cover

Your caravan or trailer will have exactly the same cover as your car when they are being towed by your car provided your caravan or trailer:

- conforms to the relevant motor vehicles construction and use regulations
- fits a standard 50mm towball
- is not more than 7m long (with load) and/or 3m high (with load)
- does not weigh more than 3,500kg when loaded
- the weight of the caravan or trailer when loaded is not more than the kerb weight of the car; and
- is of proprietary make.

### Option D – Any vehicle extension

This benefit can be added to Options A, B or C.

You and your partner will be entitled to the same level of cover provided under your selected Option when travelling in any other car or car-derived van or three wheeler up to 3,500kg when loaded provided that the car concerned:

- does not fall within one of the exclusions of your policy.

## Exceptions which apply to breakdown assistance cover

### Green Flag will not provide assistance where your car is:

- 1 Temporarily immobilised by floods or snow-affected roads or as a result of whole or part immersion in mud, snow, sand or water.
- 2 Parked off the public road and is immobile due to the nature of the surface on which it stands eg. sand, mud, gravel, turf, grass.
- 3 Used for hire or reward, including taxis, or the carriage of goods for reward.
- 4 Left in an area to which Green Flag's agents have no right of access or on motor trade premises.
- 5 Modified for racing, trials or rallying or your car is used for and/or involved in motor racing, off road use (away from public road and over rough terrain), rallies, speed or duration tests or practicing for such events.
- 6 Over 3,500kg when loaded, or more than 7m long and 2.25m wide and 3m high.
- 7 Broken down or is unroadworthy at the time your policy is taken out.
- 8 In the opinion of Green Flag or its operator, dangerous or illegal to repair or transport.



### Green Flag will not be liable for:

- 9 The cost of parts, lubricants, fluids or fuel required to make your car mobile.
- 10 The cost of draining or removing contaminated fuel. (Green Flag will arrange for the car to be taken to a local repairer for assistance, but you will have to pay for all work carried out).
- 11 Any costs and expenses if the car was not fit to drive at the start of the journey, or had not been regularly serviced in line with the manufacturer's recommendations. Green Flag may ask for proof that the car was fit to drive (including an MOT certificate if applicable).
- 12 Any claim resulting from difficulties or inability in obtaining raw materials, fuel or other supplies due to strikes, war, invasion, act of foreign enemy, hostilities (whether war has been declared or not), terrorist activity, civil war, rebellion, revolution, insurrection, military or usurped power or taking part in civil commotion or riot of any kind.
- 13 Any legal liability resulting from a claim for parts, goods, services, arrangements or advice provided by Green Flag or anyone acting for Green Flag.
- 14 Any claim if you know that the person driving the car does not have a valid licence or the person driving the car does not meet the conditions of their driving licence.
- 15 Any loss, damages, costs, claims or expenses whatsoever which you may incur as a result of their delay or failure to perform their obligations due to a force majeure event.
- 16 Damage or costs as a result of breaking in to your car because your car keys have been lost or stolen.
- 17 The cost of supplying a spare wheel and tyre if a serviceable one cannot be provided by you.
- 18 Costs of responding to an insured incident if you allow your car to be recovered or repaired by someone else after you have contacted Green Flag for assistance.
- 19 Loss of, or damage to, the contents of your car, and trailer or caravan if you have one, or any damage to, or theft of, objects or accessories left in or outside the car after the insured incident.
- 20 Any claim arising from circumstances or facts that we asked you for and were known to you at the time you applied for cover, or at any time prior to the commencement of a journey, or any claim arising as a result of a fact or facts, relevant to the cover, that we asked you for and where you did not take reasonable care to tell us.
- 21 Any costs or storage or release charges incurred following an insured incident if you decide to have your car towed or transported to a repairer.
- 22 Collecting your car from a repairer or garage after repair work has been carried out, or any associated costs.
- 23 The actions or charges of garages, other recovery firms or emergency services acting on your instructions or the instructions of someone acting for you.
- 24 Toll fees or ferry charges which the driver of the recovery vehicle has to pay for your car.
- 25 Any storage or release fees while the car is being repaired or after the police have moved the car.
- 26 Police call out charges.
- 27 Transport of any animal, other than domestic pets in suitable travel containers.
- 28 Any labour charges in excess of the one hour provided at the roadside or at your home address.
- 29 Any costs of repair once your car has been delivered to a repairer.
- 30 Losses that are not directly associated with the incident that caused you to claim. For example, loss of earnings due to being unable to return to work following an insured incident or losses arising from a delay in providing the services to which this cover relates.

### Any claim arising:

- 31 If your car is towing or carrying more weight or people than it is designed for, as shown in the manufacturer's details.
- 32 From your driving of your car on unsuitable terrain or in an unreasonable manner.

### Breakdown which is the result of:

- 33 An inadequate repair or attempted repair carried out during the course of the same journey unless the repair has had the prior approval of Green Flag.
- 34 A failure by you to correct a mechanical or electrical fault notified to you by Green Flag or its agents during response to an insured incident under this section.

### Claims arising from:

- 35 Ionising radiation or radioactive contamination from any nuclear fuel or waste.
- 36 The radioactive, toxic, explosive or other dangerous properties of nuclear equipment or its nuclear parts.
- 37 Loss or damage caused by pressure waves from planes and other flying machines.
- 38 War, invasion, revolution or a similar event unless we have to provide cover under your policy under the Road Traffic Act.
- 39 Riot or civil commotion outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.
- 40 Any expense which you would have incurred in the normal course of the journey.
- 41 Any accident or breakdown brought about by a dishonest or deliberate act committed by you or anyone acting for you.
- 42 If you are covered by any other insurance for an insured incident, Green Flag will only pay their share of the claim. You may be required to provide Green Flag with details of your insurance company for this purpose.
- 43 Any claim for damage or loss of commercial goods or those intended for resale carried at the time of the insured incident.

## Conditions which apply to breakdown assistance cover

- 1 Breakdown Assistance will only be provided if;
  - you keep to the terms and conditions of this section; and
  - the information you have provided is true as far as you know.
- 2 Your car must be regularly serviced and maintained in a roadworthy condition before the insured incident.
- 3 You must do all you can to make sure your car is safe and fit to drive, including having a valid MOT certificate if it needs one.
- 4 Your car must be less than 17 years old when cover under this section starts.
- 5 Parts that are failing must be replaced as soon as possible after the discovery of the defect. Green Flag will not be responsible for costs incurred in responding to multiple insured incidents arising from such defects.
- 6 If Green Flag arrange for temporary roadside repairs to get your car mobile, you must immediately arrange any permanent repairs that are necessary. Green Flag will not be responsible for costs incurred in responding to multiple insured incidents arising from such defects.
- 7 No assistance will be provided under this section unless Green Flag has been notified of an insured incident through the emergency telephone number provided and has agreed to provide assistance.
- 8 You are responsible for the safety of the contents of your car, and unless you are incapacitated, must be with your car at the time Green Flag estimate that assistance can be expected. Green Flag will not recover or repair a vehicle, caravan or trailer if there is a person or animal in it.



- 9 Your First Alternative car insurance policy number must be quoted when calling for assistance and policy identification produced on the demand of the repairer, recovery specialist or other nominated agent of Green Flag. You may be asked to show your policy Schedule and a further form of identification when service is provided. Otherwise you may have to pay for any service provided.
- 10 We and Green Flag reserve the right not to accept renewal of all or part of this section of your policy.
- 11 If the car needs to be moved or recovered after an insured incident, it must be in an easily accessible position for the recovery vehicle to load. If the car is in a position we cannot get to, or the wheels have been removed and the repairer or recovery specialist needs to use specialist equipment (which is not normally carried on a standard recovery vehicle) to recover the car, you will have to pay extra costs (including labour charges) to arrange for these to be transported to, and used at, the site of the insured incident.
- 12 If you give incorrect information when requesting assistance, you will be required to pay all the costs which have been incurred resulting from the incorrect information.
- 13 If you request a service which Green Flag arrange at your expense or if you request a level of service to which you are not entitled, this service will have to be paid for in advance by credit or debit card payment. If Green Flag provide a service that it subsequently transpires you are not entitled to, you may have to pay for the service provided. Green Flag may also charge an administration fee.
- 14 Green Flag will provide the services described in this section on condition that you and all insured persons observe the respective licence conditions and all the terms, provisions and conditions laid down in this section. The services cannot be used for routine servicing or the rectification of failed repairs, or as a way of avoiding repair costs.
- 15 If the recovery or repair vehicle does not arrive within 60 minutes of you contacting us, Green Flag will pay £10. To claim compensation you must write to Green Flag at the following address: Head of Sales and Customer Service, Green Flag House, Cote Lane, Leeds, LS28 5GF.
- 16 Green Flag may choose to repair the car (at your cost) following a breakdown, rather than arranging for it to be recovered.
- 17 Nothing in this section excludes or restricts the liability of Green Flag for death or personal injury resulting from their negligence.
- 18 Any failure by us in relying on or enforcing the terms and conditions of this section on any particular occasion will not prevent subsequent reliance or enforcement.
- 19 Following an insured incident attended by the police or other emergency service, transportation of the car will not take place until they have authorised its removal.
- 20 Green Flag are entitled to take over your rights in the defence or settlement of a claim or to take legal proceedings in your name for their own benefit against another party and Green Flag shall have full discretion in such matters. You must give Green Flag all the information and assistance they require.
- 21 The parties to this section of the policy are you and UK Insurance Limited and any person or company who is not a party to this section of the policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this section of the policy but this does not affect any right or remedy of a third party that exists or is available apart from that Act.

### **Cancelling your breakdown assistance cover**

You have 14 days from the date you receive your documents if you are a new customer or from the renewal date if you are an existing customer to tell us you want to cancel the breakdown assistance cover. As long as no incidents have arisen which could result in a claim under your policy, we will refund the premium you have paid.

If any incidents have arisen which may result in a claim we will not refund any premium and, if you are paying by instalments, you must still pay us the balance of the full annual premium.

If you do not exercise your right to cancel during the 14 day period, your breakdown assistance cover will continue as normal.

### **Cancelling your cover after the 14 day cooling off period**

If you decide to cancel your breakdown assistance cover after 14 days, you must inform us, but no advance notice is required. We will refund the premium you have paid for your breakdown cover less a pro rata charge for the time you have been on cover.

If you cancel your direct debit this does not mean that you have cancelled your breakdown assistance cover.

### **Our right to cancel your policy**

We have the right to cancel your breakdown assistance cover at any time by giving you seven days' notice in writing where there is a valid reason for doing so. We will send our cancellation letter to the latest address we have for you and will set out the reason for cancellation in our letter. Valid reasons may include but are not limited to:

- Where we have been unable to collect a premium payment. In this case we will contact you in writing requesting payment by a specific date. If we do not receive payment by this date we will write to you again notifying you that payment has not been received and giving you seven days' notice of a final date for payment. This letter will also notify you that if payment is not received by this date your policy will be cancelled. If payment is not received by that date we will cancel your policy with immediate effect and notify you in writing that such cancellation has taken place;
- Where you are required in accordance with the terms of this Policy Booklet to co-operate with us, or send us information or documentation and you fail to do so in a way that materially affects our ability to process a claim, or our ability to defend our interests. In this case we may issue a cancellation letter and we will cancel your policy if you fail to co-operate with us or provide the required information or documentation by the end of the seven day cancellation notice period;
- Where we reasonably suspect fraud; or
- Use of threatening or abusive behaviour or language, or intimidation or bullying of our staff or suppliers.

If we do cancel your breakdown assistance cover, we will refund the part of your premium you have not yet used less a cancellation fee to take into account our costs in providing your policy. The fees are detailed in your Schedule.

If you or we cancel the breakdown assistance cover, you must pay all costs you incur under this section after cancellation.





## Breakdown assistance cover

### Dealing with your personal information

This notice contains important information relating to your personal details that we have been provided with by you or First Alternative.

#### Use of your information by UKI

Your privacy is important to us. We therefore promise to respect and protect your Personal Information and try to ensure that your details are accurate and kept up to date.

We will use Personal Information that has been provided to us to manage and administer your breakdown assistance cover, including underwriting and claims handling. These activities may require disclosing your Personal Information to other insurers, regulatory authorities, or our agents who provide services on our behalf.

Your Personal Information and information about your use of the services may also be used by us in carrying out research relating to those services.

#### Passing of information to third parties

We will only disclose your Personal Information to third parties other than First Alternative:

- if it is necessary for the performance of your agreement with us as mentioned above;
- if required as part of an exercise to assist in the prevention of fraud;
- if such disclosure is required or permitted by law (e.g. on a legitimate request from the police or other applicable authority); and/or
- in any other circumstances where you have given your express consent.

#### Sensitive information

Some of the personal information we ask you for, about you and any others travelling in the vehicle may be sensitive personal data, as defined by the Data Protection Act 1998 (such as information about health or disabilities). We will not use sensitive personal data about you or others except for the specific purpose for which you provide it and to provide the services described in your policy documents. Please ensure that you only provide us with sensitive information about other people with their agreement.

#### Vehicle locating via mobile signal

If you use a mobile phone to request service under your breakdown assistance cover, we may within half an hour of your call to us use the mobile phone signal to help identify the location of the immobile vehicle. We will not use the signal for any other purpose.

#### Call monitoring and recording

We may monitor or record telephone calls in order to improve our service and to prevent and detect fraud.

#### Further information

You are entitled on payment of a fee to receive a copy of the information we hold about you. This will be information that we have been provided with by yourself or a third party while dealing with your breakdown assistance cover. We do not hold any information relating to your credit status. If you would like a copy of the information we hold about you, please contact the Data Protection Officer, 3 Edridge Road, Croydon, Surrey CR9 1AG, quoting reference First Alternative/GFMA.

## Personal injury benefit

This section only applies if your Schedule shows that you have personal injury benefit and you have paid the premium for it.

#### Meaning of words and terms in this section of your policy

In this section, the following words and expressions will have the meanings shown here next to them.

These words may have a different meaning to those given elsewhere in your policy.

#### Accident

A sudden and unexpected event involving a motor vehicle, which occurs during the period of cover and results in bodily injury.

#### Bodily injury

Any injury as a result of a road traffic accident, which within 52 weeks from the date of the accident and independently of any other cause, results in the insured person's death, loss of limb(s), loss of sight, loss of hearing in both ears or loss of speech.

#### Fault accident claim

An accident which is the subject of a claim under this policy for which we are unable to make a recovery of our costs.

#### Holistic therapist

A person who specialises in holistic treatment.

#### Hospital

Any establishment which is licensed as a medical or surgical hospital in the United Kingdom.

#### Injury

A physical injury sustained during a road traffic accident.

#### Insured person

You, your partner, any other persons named on your Certificate of Motor Insurance, or any passenger(s).

#### Insured vehicle

The vehicle insured under your motor policy and described in paragraph 1 'Description of vehicle' in your Certificate of Motor Insurance.

#### Loss of hearing

Total, permanent and irrecoverable loss of hearing in both ears.

#### Loss of speech

Total, permanent and irrecoverable loss of speech.

#### Loss of limb or limbs

The loss of a limb or limbs by physical separation at or above the wrist or ankle, or the permanent and complete loss of use of a limb or limbs.



### Loss of sight

Total, permanent and irrecoverable loss of sight which shall be considered as having occurred:

- in both eyes if the Insured Person is registered as blind on the authority of a fully qualified ophthalmic specialist, or
- in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen scale, as determined by a fully qualified ophthalmic specialist.

### Medical expenses

The costs incurred by the policyholder or named driver(s) as a result of an injury or bodily injury sustained during an accident.

### Medical practitioner

A person qualified to practice medicine that has full registration under the Medical Acts. This includes GP's, consultant surgeons, dental surgeons and specialists.

### Operation

A surgical procedure or other invasive surgical intervention which is required as a result of a Fault Accident Claim.

### Partner

Your husband, wife, civil partner or a person with whom you live on a permanent basis at the same address, sharing financial responsibilities, as if you were married to them. This does not include business partners, unless you also have a relationship with them as described in the previous sentence.

### Passenger(s)

Any person travelling in the insured vehicle at the time of the accident.

### Personal injury benefit territorial limits

United Kingdom, the Isle of Man and the Channel Islands.

### Policyholder

The person who is named as the policyholder on the Schedule.

### Treatment

Surgical or medical services including diagnostic tests that are required to diagnose, relieve or cure an injury or bodily injury caused by an accident.

### United Kingdom

Great Britain and Northern Ireland.

### You, Your

The person named as the policyholder in your Schedule.

## What is covered

We will pay the following benefits to an insured person or their legal representatives in the event of an accident which occurs within the personal injury benefit territorial limits that results in bodily injury during the period of cover

- whilst travelling as a passenger in
- whilst driving or;
- whilst getting into or out of the insured vehicle.

You are also covered whilst travelling as a passenger in, getting into or out of any car within the personal injury benefit territorial limits.

- Death – £30,000
- Loss of, or loss of use of, two or more limbs – £30,000
- Loss of, or loss of use of, one limb – £15,000
- Loss of sight in both eyes – £30,000
- Loss of sight in one eye – £15,000
- Loss of hearing in both ears – £15,000
- Loss of speech – £15,000

We will pay the following benefits to the policy holder or named driver if they were driving the insured vehicle in the event of a fault accident claim which occurs within the personal injury benefit territorial limits that result in bodily injury during the period of cover.

- Death – £100,000
- Loss of, or loss of use of, two or more limbs – £100,000
- Loss of, or loss of use of, one limb – £100,000
- Loss of sight in both eyes – £100,000
- Loss of sight in one eye – £100,000
- Loss of hearing in both ears – £100,000
- Loss of speech – £100,000

We will only make payment of one of the above benefit payments to an insured person in respect of any one accident.

The maximum amount we will pay an insured person for bodily injury sustained in one accident under this section of the policy is £100,000.



## Medical expenses benefit

### What is covered

We will pay the following benefits to a policyholder or named driver or their legal representatives if they were driving the insured vehicle in the event of a fault accident claim which occurs within the personal injury benefit territorial limits, where the policyholder or named driver was driving the insured vehicle at the time of the accident and sustains an injury or bodily injury during the period of cover which, in the opinion of a medical practitioner, is determined to be directly attributable to the accident.

<b>Operation/procedure</b>	£1,000	
<b>Cosmetic dental procedure</b>	£500	Following a referral by a medical practitioner to assist with the recovery of an injury or bodily injury sustained in a fault accident.
<b>Physiotherapy</b>	£250	Following a referral by a medical practitioner to assist with the treatment of an injury or bodily injury sustained in a fault accident.
<b>Hospital overnight stay</b>	£200	per night, (maximum 10 nights).
<b>Medical report/letter fees</b>	£50	Towards the fee charged by a medical practitioner to provide a letter or a report.

The above benefits are in addition to any payment we may make under Section 5, personal accident benefit of your policy, if this cover is shown on your Schedule.

The maximum amount we will pay to the policyholder or named driver under the medical expenses benefit in one Fault Accident Claim under this section of the policy is £3,900.

## Exceptions which apply to personal injury and medical expenses benefit

### What is not covered by this section:

Any injury or bodily injury as a result of:

- war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution or military or usurped power and any act of terrorism
- the insured person committing, or attempting to commit suicide or any deliberate act of self inflicted injury
- a deliberate act to put lives in danger, unless to save a human life
- childbirth or pregnancy
- motor racing, pacemaking, speed testing, rallies, trials or competitions
- the insured person being unfit to drive through drink or drugs or while their alcohol blood level proportion was over the legal limit or is charged with or convicted of failure to supply a specimen when requested by the police or other official body.

Any person who sustains an injury or bodily injury whilst the insured vehicle is being driven or used by a person who is not the policyholder or named driver.

Any injury or bodily injury which is not as a direct result of an accident.

Any person who is not permanently resident in Great Britain or the Isle of Man for at least 40 weeks a year.

Any person already insured with us and claiming personal injury from another policy held with us.

Any holistic treatment provided by a holistic therapist received as a result of an injury or bodily injury sustained in an accident.

The policyholder or named driver not holding a valid driving licence or is breaking the conditions of their driving licence at the time of the accident.

Any treatment received without referral by a medical practitioner.

Any injury or bodily injury which is not notified to us within 52 weeks of the date of the accident.



# Conditions which apply to personal injury and medical expenses benefit

## 1. Your policy

The cover under this section will only apply if at the time of the injury or bodily injury your policy is in force and all obligations under your policy have been obeyed.

## 2. Fraud

The insured person, or any person acting for the insured person must not make false claims. If the insured person or anyone acting for the insured person makes a claim knowing any part of it to be false, we will not pay the claim and we will cancel your policy. If we cancel your policy on the grounds of fraudulent activity, we will keep any premium you have paid. We may also notify the relevant authorities, so that they may consider criminal proceedings.

## 3. Cancellation

You have 14 days from the date you receive your documents if you are a new customer or from the renewal date if you are an existing customer to tell us you want to cancel the personal injury benefit. As long as no incidents have arisen which could result in a claim under your policy, we will refund the premium you have paid.

If any incidents have arisen which may result in a claim we will not refund any premium and, if you are paying by instalments, you must still pay us the balance of the full annual premium.

If you do not exercise your right to cancel during the 14 day period, your personal injury benefit will continue as normal.

### Cancelling your cover after the 14 day cooling off period

If you decide to cancel your personal injury benefit after 14 days, you must inform us, but no advance notice is required. If you do cancel your personal injury benefit we will not refund any of your personal injury benefit premium and the full annual premium for it will still be payable.

If you cancel your direct debit this does not mean that you have cancelled your personal injury benefit.

### Our right to cancel your personal injury benefit

We have the right to cancel your personal injury benefit at any time by giving you seven days' notice in writing where there is a valid reason for doing so. We will send our cancellation letter to the latest address we have for you and will set out the reason for cancellation in our letter. Valid reasons may include but are not limited to:

- Where we have been unable to collect a premium payment. In this case we will contact you in writing requesting payment by a specific date. If we do not receive payment by this date we will write to you again notifying you that payment has not been received and giving you seven days' notice of a final date for payment. This letter will also notify you that if payment is not received by this date your policy will be cancelled. If payment is not received by that date we will cancel your policy with immediate effect and notify you in writing that such cancellation has taken place;
- Where you are required in accordance with the terms of this Policy Booklet to co-operate with us, or send us information or documentation and you fail to do so in a way that materially affects our ability to process a claim, or our ability to defend our interests. In this case we may issue a cancellation letter and we will cancel your policy if you fail to co-operate with us or provide the required information or documentation by the end of the seven day cancellation notice period;

- Where we reasonably suspect fraud; or
- Use of threatening or abusive behaviour or language, or intimidation or bullying of our staff or suppliers.

If we do cancel your personal injury benefit, we will refund the part of your premium you have not yet used less a cancellation fee to take into account our costs in providing your policy. The fees are detailed in your Schedule.

If you or we cancel the personal injury benefit, you must pay all costs you incur under this section after cancellation.

## 4. Claims process

As part of our claims validation process, we will require you to provide us with evidence of the injury or bodily injury sustained by the insured person(s) at the time of the accident, and the treatment as a result. This may include but is not restricted to consultant or specialist reports and doctors' letters.

## 5. Treatment referrals

We will require details of an insured person's initial treatment plan and confirmation that the treatment being recommended is totally attributable to the injury or bodily injury sustained as a result of the accident.

We reserve the right to request our own medical opinion on the injury or bodily injury sustained and treatment received.



## Car hire benefit

This section only applies if your Schedule shows that you have car hire cover and you have paid the premium for it. These words may have a different meaning to those given elsewhere in your policy.

### Meaning of words and terms in this section of your policy

In this section, the following words and expressions will have the meanings shown here next to them. These words may have a different meaning to those given elsewhere in your policy.

#### Car Hire Company

The company that we instruct to provide you with a hired car.

#### Car hire benefit territorial limits

Great Britain and the Isle of Man.

#### Hired Car

A Group A vehicle (Ford Ka or similar) provided by a car hire company.

#### Your Car

The vehicle insured under your motor policy and described in paragraph 1 'Description of vehicle' in your Certificate of Motor Insurance.

#### You, your

The person who is named as the policyholder on the Schedule.

#### What is covered

If you make a claim under Section 2 or Section 3 of your policy and we agree with you that your car is a total loss or it has been stolen and not recovered, we will provide a hired car by the end of the next working day, for a period of up to 21 days. You have 14 days to take up the offer of the hired car following the agreement that your car is a total loss.

## Exceptions which apply to car hire benefit

### What is not covered by this section:

- Any costs you incur during the period you have the hired car, such as fuel, parking charges, fines and fees relating to the hired car.
- Any claim where your car was being used for hire or reward.
- Any claim not reported to us within 7 days of you becoming aware of it.
- Any claim that is found to be fraudulent. We may recover any costs incurred as a result of fraudulent activity from you.
- If after investigation of a total loss or unrecovered theft claim, we decide to reject your claim, the hired car must be returned to the hire company immediately.

## Conditions which apply to car hire benefit

1. If your car has suffered theft damage or been stolen you must provide us with the Police crime reference number before a hired car can be provided.
2. When collecting the hired car from the car hire company, all drivers will need to produce their full current driving licence and any additional proof of identity that may be required.
3. You may be charged a refundable deposit when you collect the car from the car hire company. The deposit will be refunded to you when you return the hired car to the car hire company, subject to the car hire company's terms and conditions.
4. The car hire company will provide you with a copy of their terms and conditions that apply for the period you have the hired car. Their terms and conditions will apply in addition to the conditions of your policy.
5. For the period you have the hired car it will be insured under your existing motor insurance policy. If your policy is lapsed or cancelled during the period you have the hired car for, the hired car will no longer be insured and you must return it to the car hire company immediately. If the hire period is extended by you, you must arrange separate insurance for the hired car.

6. You may only use the hired car within the car hire benefit territorial limits
7. Any policy excess applicable to your own policy will also apply to the hired car for any claims made during the period you have the vehicle.
8. Any payments we make in relation to a claim for damage to the hired car will be made to the car hire company.
9. You must return the hired car to the car hire company no later than 48 hours after the settlement payment is issued to you, or no later than on the 21st day of hire (whichever comes first).

### Cancellation

You have 14 days from the date you receive your documents if you are a new customer or from the renewal date if you are an existing customer to tell us you want to cancel the car hire benefit. As long as no incidents have arisen which could result in a claim under your policy, we will refund the premium you have paid.

If any incidents have arisen which may result in a claim we will not refund any premium and, if you are paying by instalments, you must still pay us the balance of the full annual premium.

If you do not exercise your right to cancel during the 14 day period, your car hire benefit will continue as normal.

### Cancelling your cover after the 14 day cooling off period

If you decide to cancel your car hire benefit after 14 days, you must inform us, but no advance notice is required. If you do cancel your car hire benefit we will not refund any of your car hire benefit premium and the full annual premium for it will still be payable.

If you cancel your direct debit this does not mean that you have cancelled your car hire benefit.

### Our right to cancel your car hire benefit

We have the right to cancel your car hire benefit at any time by giving you seven days' notice in writing where there is a valid reason for doing so. We will send our cancellation letter to the latest address we have for you and will set out the reason for cancellation in our letter. Valid reasons may include but are not limited to:

- Where we have been unable to collect a premium payment. In this case we will contact you in writing requesting payment by a specific date. If we do not receive payment by this date we will write to you again notifying you that payment has not been received and giving you seven days' notice of a final date for payment. This letter will also notify you that if payment is not received by this date your policy will be cancelled. If payment is not received by that date we will cancel your policy with immediate effect and notify you in writing that such cancellation has taken place;
- Where you are required in accordance with the terms of this Policy Booklet to co-operate with us, or send us information or documentation and you fail to do so in a way that materially affects our ability to process a claim, or our ability to defend our interests. In this case we may issue a cancellation letter and we will cancel your policy if you fail to co-operate with us or provide the required information or documentation by the end of the seven day cancellation notice period;
- Where we reasonably suspect fraud; or
- Use of threatening or abusive behaviour or language, or intimidation or bullying of our staff or suppliers.

If we do cancel your car hire benefit, we will refund the part of your premium you have not yet used less a cancellation fee to take into account our costs in providing your policy. The fees are detailed in your Schedule.

If you or we cancel the car hire benefit, you must pay all costs you incur under this section after cancellation.



## Key cover

This section of your policy only applies if your Schedule shows that you have key cover and you have paid the premium for it.

The assistance service for key cover is provided by Green Flag.

### Meaning of words and terms in this section of your policy

In this section of your policy, the following words and expressions will have the meanings shown here next to them. Certain other words and expressions will have the same meaning as those given elsewhere in your policy.

### Appropriate solution

The solution assessed by Green Flag as the most appropriate and cost effective course of action.

### Car key

The manufacturer's mechanical or electronic device(s) used to access and start your car and that can immobilise and lock your car.

### Home address

The address you have given us as your home address or the place where your car is normally kept if this is different.

### Key cover territorial limits

United Kingdom and the Isle of Man.

### Reimburse

Where a payment has to be made by you, this will re-pay you up to the policy limits.

### You, Your

The person named as the policyholder in your Schedule.

### What is covered

In the event of loss of or damage to or theft of your car keys, Green Flag will arrange the appropriate solution from the following and we will either reimburse or pay for:

- the cost of retrieving your car keys if they are accidentally locked in your car; or
- transport costs for you to collect a spare car key from your home address if you do not have a spare car key with you at the time of the loss or damage or theft, if we consider the cost to be reasonable; and
- the cost of replacing the car keys and for resetting or reprogramming your car's immobiliser and alarm system;
- the cost of replacing a lock if your car key breaks in the lock and cannot be removed; and
- transporting your car, the driver and up to 8 passengers to the nearest suitable garage to obtain a replacement key and/or replace the locks

If your car keys cannot be replaced, or we are satisfied that the identity or location of your car is known to any person who may have your car keys we will pay up to £1,500 for replacing the locks on your car and for resetting or reprogramming your car's immobiliser and alarm system or replacing the directly associated electronic control units.

If your car keys cannot be replaced on the day of the loss of or damage to or theft of your car keys, or your car is rendered unusable as a direct result of such loss, damage or theft we will pay or reimburse you for:

- transporting your car to the nearest suitable garage or one of our approved repairers; and
- a hire car to complete your and up to 8 passenger's journey, up to a maximum of £100; and/or
- overnight hotel accommodation for you and up to 8 passengers, up to a maximum of £200, for one night only, limited to bed and breakfast (excluding alcoholic drinks), whilst repairs to your car are completed, provided the incident occurs more than 25 miles from your home address or original intended destination.

Claims made under this section will not affect your no claim discount.

Where a payment has been made by you, please send receipts for reimbursement, quoting your policy number, to the following address; Claims Bordereau Team, 6th Floor, 19 Cadogan Street, Glasgow G2 6QQ. Telephone: 0845 607 7284. Opening hours 9am to 5pm, Monday to Friday.

## Exceptions which apply to key cover

### What is not covered by this section:

More than two incidents in a period of cover.

Loss of or damage to or theft of your car keys occurring outside the key cover territorial limits.

Any loss of or damage to or theft of your car keys that occurs within 48 hours of the key cover starting. This does not apply if you have renewed the cover.

Keys for caravans and trailers.

Any claims arising from theft of your car keys unless you have reported the theft to the police and obtained a crime reference number.

Any claim for the loss of your car keys unless you have reported them missing to the police and obtained a lost property number.

Any claim arising from theft of your car keys if the car keys were taken without your permission by a member of your family or someone living at your home address.

We will not pay more than the market value of your car if the cost of replacing your car keys or replacing the locks exceeds the market value of your car.

Any decrease in the market value of your car as a result of replacing the car keys or replacing the locks.

Any damage to your car or your car's locks resulting from attempts to retrieve your car keys if they are locked in your car.

Losses that are not directly associated with loss of or damage to or theft of your car keys, or which are not directly covered by the terms and conditions of this section, for example loss of use of your car.

Any claims for damage to your car keys where the cause is due to wear and tear.

Claims arising from any deliberate or criminal act or omission by you.

Transport of any animal, other than domestic pets in suitable travel containers.

### The most we will pay under this section

We will not pay more than £200 for overnight hotel accommodation, £100 for a hire car, £1,500 for replacing the locks on your car, or £300 to replace lost keys and re-set an immobiliser/alarm. We will pay no more than £2,000 in a period of cover for all solutions combined. We will not pay for more than two incidents in a period of cover.

## Conditions which apply to key cover

1. No assistance will be provided under this section unless we have been notified of an incident through the telephone number provided and the appropriate solution is being followed.
2. You must take reasonable steps to protect your car keys and your car's locks from loss or damage and allow us to examine your car at any reasonable time if we ask you.
3. You, or any person acting for you must not make false claims. If you, or anyone acting for you, makes a claim knowing any part of it to be false, we will not pay the claim and we will cancel your policy. If we cancel your policy on the grounds of fraudulent activity, we will keep any premium you have paid. We may also notify the relevant authorities, so that they may consider criminal proceedings.
4. If the cost of the solutions provided under this section exceed the policy limits, these costs will not be reimbursed to you, or you will be required to make a payment to us.



## Cancellation

### Within the 14 day cooling off period

You have 14 days from the date you receive your documents if you are a new customer or from the renewal date if you are an existing customer to tell us you want to cancel the key cover.

As long as no incidents have arisen which could result in a claim under your policy, we will refund the premium you have paid.

If any incidents have arisen which may result in a claim, we will not refund any premium and, if you are paying by instalments, you must still pay us the balance of the full annual premium.

If you do not exercise your right to cancel during the 14 day period, your key cover will continue as normal.

### Cancelling your cover after the 14 day cooling off period

If you decide to cancel your key cover after 14 days, you must inform us, but no advance notice is required. If you do cancel your key cover we will not refund any of your key cover premium and the full annual premium for it will still be payable.

If you cancel your direct debit this does not mean that you have cancelled your key cover.

### Our right to cancel your key cover

We have the right to cancel your key cover at any time by giving you seven days' notice in writing where there is a valid reason for doing so. We will send our cancellation letter to the latest address we have for you and will set out the reason for cancellation in our letter. Valid reasons may include but are not limited to:

- Where we have been unable to collect a premium payment. In this case we will contact you in writing requesting payment by a specific date. If we do not receive payment by this date we will write to you again notifying you that payment has not been received and giving you seven days' notice of a final date for payment. This letter will also notify you that if payment is not received by this date your policy will be cancelled. If payment is not received by that date we will cancel your policy with immediate effect and notify you in writing that such cancellation has taken place;
- Where you are required in accordance with the terms of this Policy Booklet to co-operate with us, or send us information or documentation and you fail to do so in a way that materially affects our ability to process a claim, or our ability to defend our interests. In this case we may issue a cancellation letter and we will cancel your policy if you fail to co-operate with us or provide the required information or documentation by the end of the seven day cancellation notice period;
- Where we reasonably suspect fraud; or
- Use of threatening or abusive behaviour or language, or intimidation or bullying of our staff or suppliers.

If we do cancel your key cover, we will refund the part of your premium you have not yet used less a cancellation fee to take into account our costs in providing your policy. The fees are detailed in your Schedule.

If you or we cancel the key cover you must pay all costs you incur under this section after cancellation.

## Misfuelling cover

This section of your policy only applies if your Schedule shows that you have misfuelling cover and you have paid the premium for it.

The assistance service for misfuelling cover is provided by Green Flag.

### Meaning of words and terms in this section of your policy

In this section of your policy, the following words and expressions will have the meanings shown next to them. Certain other words and expressions will have the same meaning as those given elsewhere in your policy.

### Appropriate Solution

The solution assessed by Green Flag as the most appropriate and cost effective course of action.

### Misfuelling

Accidental filling of the fuel tank of your car with inappropriate fuel for the type of engine.

### Misfuelling cover territorial limits

United Kingdom and the Isle of Man

### Reimburse

Where a payment has to be made by you, this will re-pay you up to the policy limits.

### You, Your

The person named as the policyholder in your Schedule

### What is covered

In the event of misfuelling during the period of cover, Green Flag will arrange the appropriate solution from the following and we will either reimburse you or pay for:

- transporting your car, the driver and up to 8 passengers to Green Flag's nearest garage, if roadside assistance is not possible or practical, to drain and clean the fuel system; or
- attending your car to drain and clean the fuel system on site using a specialist vehicle (when possible); and
- replenishing the fuel tank with up to 10 litres of the correct fuel unless this is part of an accidental damage claim;
- an additional £25 worth of fuel on production of a receipt.

If the fuel system cannot be drained and cleaned on the day of the misfuelling, causing your car to be rendered temporarily unusable as a direct result of misfuelling, we will pay or reimburse you for:

- a hire car to complete your and up to 8 passenger's journey, up to a maximum of £150; and/or
- overnight hotel accommodation for you and up to 8 passengers, up to a maximum of £400, for one night only, limited to bed and breakfast (excluding alcoholic drinks), whilst repairs to your car are completed, provided the incident occurs more than 25 miles from your home address or original intended destination.

Claims made under this section will not affect your no claim discount.

Where a payment has been made by you, please send receipts for reimbursement, quoting your policy number, to the following address;

Claims Bordereau Team, 6th Floor 19 Cadogan Street, Glasgow G2 6QQ. Telephone: 0845 607 7284

Opening hours 9am to 5pm, Monday to Friday



## Exceptions which apply to misfuelling cover

### What is not covered by this section

More than two incidents in a period of cover.

Any loss or damage to your car, the engine, or any other component parts of your car caused by misfuelling or any other cause.

Any claim arising from contamination other than by the accidental filling of the fuel tank of your car with inappropriate fuel for the type of engine.

Misfuelling occurring outside the misfuelling cover territorial limits.

The cost of any fuel, other than 10 litres of the correct fuel to replenish the fuel system after draining and cleaning has been carried out, or the cost of any fuel above the further £25 worth of fuel.

Misfuelling occurring within 48 hours of the misfuelling cover starting. This does not apply if you have renewed the cover.

Any decrease in the market value of your car following misfuelling, or loss of warranty for your car.

Losses that are not directly associated with misfuelling, or which are not directly covered by the terms and conditions of this section, for example loss of use of your car.

Transport of any animal, other than domestic pets in suitable travel containers

### The most we will pay under this section

We will not pay more than £400 for overnight hotel accommodation, £150 for a hire car, and no more than £750 for all solutions combined per misfuelling incident, or more than £1,500 in any one period of cover. We will not pay for more than two misfuelling incidents in a period of cover.

## Conditions which apply to misfuelling cover

1. No assistance will be provided under this section unless we have been notified of a misfuelling incident through the telephone number provided and the appropriate solution is being followed.
2. You, or any person acting for you must not make false claims. If you, or anyone acting for you, makes a claim knowing any part of it to be false, we will not pay the claim and we will cancel your policy.  
If we cancel your policy on the grounds of fraudulent activity, we will keep any premium you have paid  
We may also notify the relevant authorities, so that they may consider criminal proceedings.
3. If the cost of the solutions provided under this section exceed the policy limits, these costs will not be reimbursed to you, or you will be required to make a payment to us.

### Cancellation

#### Within the 14 day cooling off period

You have 14 days from the date you receive your documents if you are a new customer or from the renewal date if you are an existing customer to tell us you want to cancel the misfuelling cover.

As long as no incidents have arisen which could result in a claim under your policy, we will refund the premium you have paid.

If any incidents have arisen which may result in a claim, we will not refund any premium and, if you are paying by instalments, you must still pay us the balance of the full annual premium.

If you do not exercise your right to cancel during the 14 day period, your misfuelling cover will continue as normal.

### Cancelling your cover after the 14 day cooling off period

If you decide to cancel your misfuelling cover after 14 days, you must inform us, but no advance notice is required. If you do cancel your misfuelling cover we will not refund any of your misfuelling cover premium and the full annual premium for it will still be payable.

If you cancel your direct debit this does not mean that you have cancelled your misfuelling cover.

### Our right to cancel your misfuelling cover

We have the right to cancel your misfuelling cover at any time by giving you seven days' notice in writing where there is a valid reason for doing so. We will send our cancellation letter to the latest address we have for you and will set out the reason for cancellation in our letter. Valid reasons may include but are not limited to:

- Where we have been unable to collect a premium payment. In this case we will contact you in writing requesting payment by a specific date. If we do not receive payment by this date we will write to you again notifying you that payment has not been received and giving you seven days' notice of a final date for payment. This letter will also notify you that if payment is not received by this date your policy will be cancelled. If payment is not received by that date we will cancel your policy with immediate effect and notify you in writing that such cancellation has taken place;
- Where you are required in accordance with the terms of this Policy Booklet to co-operate with us, or send us information or documentation and you fail to do so in a way that materially affects our ability to process a claim, or our ability to defend our interests. In this case we may issue a cancellation letter and we will cancel your policy if you fail to co-operate with us or provide the required information or documentation by the end of the seven day cancellation notice period;
- Where we reasonably suspect fraud; or
- Use of threatening or abusive behaviour or language, or intimidation or bullying of our staff or suppliers.

If we do cancel your misfuelling cover, we will refund the part of your premium you have not yet used less a cancellation fee to take into account our costs in providing your policy. The fees are detailed in your Schedule.

If you or we cancel the misfuelling cover you must pay all costs you incur under this section after cancellation.





## Excess protection

This section of your policy only applies if your Schedule shows that you have excess protection and you have paid the premium for it.

### Meaning of words and terms in this section of your policy

In this section of your policy, the following words and expressions will have the meanings shown next to them. Certain other words and expressions will have the same meaning as those given elsewhere in your policy.

#### Excess, excesses

The amount you must pay us in the event of a claim under Sections 2 or 3 of the policy during the period of cover, as shown in your Schedule.

#### Main driver

The driver that is named first on the Schedule and Certificate of Motor Insurance.

#### Named driver

The additional driver(s) named on the Schedule and Certificate of Motor Insurance.

#### What is covered

In the event of a claim for loss or damage made under Sections 2 or 3 of the policy during the period of cover (for which you are liable to pay an excess) we will pay some of your excess (as calculated below).

We will pay the following excesses:

- For claims under Section 2 of your policy, the combined total of the voluntary vehicle damage excess, compulsory vehicle damage excess and the driver specific vehicle damage excess for the main driver on the policy, as shown in your Schedule.
- For claims under Section 3 of your policy, the amount will be the excess for fire or theft, as shown in your Schedule.
- If you choose to use your own repairer, then the additional excess for doing so will not be applied to your claim.

Before the excess protection can be used, we may carry out further enquiries.

## Exceptions which apply to excess protection

### What is not covered by this section

Any windscreen excess.

More than one excess protection claim per period of cover.

Any claim where you are not liable to pay an excess

Any excess protection claim where a claim made under Sections 2 or 3 of the policy has been rejected, or if we declare your policy null and void.

Any excess protection claim which relates to an incident that occurred before the excess protection was purchased.

Any excess protection claim where no excess is payable in respect of an incident under Sections 2 or 3 of the policy.

### The most we will pay under this section

The most we will pay for claims under Section 2 of your policy is the combined total of the voluntary vehicle damage excess, compulsory vehicle damage excess and the driver specific vehicle damage excess for the main driver on the policy, as shown in your Schedule.

The most we will pay for claims under Section 3 of your policy is the excess for fire or theft, as shown in your Schedule.

All subject to a maximum of £1,000 of excess for one claim in a policy year.

## Conditions which apply to excess protection

The cover under this section will only apply if, at the time of the claim, your policy is valid and in force.

The cover under this section only applies if the claim amount is higher than the applicable excess shown on the Schedule.

The cover under this section only applies in respect of the excesses payable under Sections 2 and 3 of your policy.

If the excess payable is above the most we will pay under this section, the policyholder must pay the balance.

In the event of a claim under this section where a named driver was driving, the most we will pay under this section will be based on the main driver's excess shown in the Schedule.

If another insurance policy is in force covering the same liability we will not pay more than our fair share of the claim.

### Fraud

You, or any person acting for you, must not make false claims. If you or anyone acting for you makes a claim knowing any part of it to be false, we will not pay the claim and we will cancel your policy.

If we cancel your policy on the grounds of fraudulent activity, we will keep any premium you have paid.

We may also notify the relevant authorities, so they may consider criminal proceedings.

### Territorial limits

Great Britain, Northern Ireland, the Isle of Man, the Channel Islands, any country which is a member of the European Union and any country which the Commission of the European Community approves as meeting the requirements of Article 7(2) of the European Community Directive on Insurance arising from the use of motor vehicles (No 72/166/CEE).



## Cancellation

You have 14 days from the date you receive your documents if you are a new customer, or from the renewal date if you are an existing customer, to tell us you want to cancel the excess protection. As long as no incidents have arisen which could result in a claim under this section, we will refund the premium you have paid. If any incidents have arisen which may result in a claim we will not refund any premium and, if you are paying by instalments, you must still pay us the balance of the full annual premium.

If you do not exercise your right to cancel during the 14 day period, your excess protection will continue as normal.

### Cancel your cover after the 14 day cooling off period

If you decide to cancel your excess protection after 14 days, you must inform us, but no advance notice is required. If you do cancel your excess protection, we will not refund any of your excess protection premium and the full annual premium for it will still be payable.

If you cancel your direct debit this does not mean that you have cancelled your excess protection.

### Our right to cancel your excess protection

We have the right to cancel your excess protection at any time by giving you seven days' notice in writing where there is a valid reason for doing so. We will send our cancellation letter to the latest address we have for you and will set out the reason for cancellation in our letter. Valid reasons may include but are not limited to:

- Where we have been unable to collect a premium payment. In this case we will contact you in writing requesting payment by a specific date. If we do not receive payment by this date we will write to you again notifying you that payment has not been received and giving you seven days' notice of a final date for payment. This letter will also notify you that if payment is not received by this date your policy will be cancelled. If payment is not received by that date we will cancel your policy with immediate effect and notify you in writing that such cancellation has taken place;
- Where you are required in accordance with the terms of this Policy Booklet to co-operate with us, or send us information or documentation and you fail to do so in a way that materially affects our ability to process a claim, or our ability to defend our interests. In this case we may issue a cancellation letter and we will cancel your policy if you fail to co-operate with us or provide the required information or documentation by the end of the seven day cancellation notice period;
- Where we reasonably suspect fraud; or
- Use of threatening or abusive behaviour or language, or intimidation or bullying of our staff or suppliers.

If we do cancel your excess protection, we will refund the part of your premium you have not yet used less a cancellation fee to take into account our costs in providing your policy. The fees are detailed in your Schedule.

If you or we cancel the excess protection you must pay all costs you incur under this section after cancellation.

## Our complaints procedure

We always aim to get things right first time for our customers although we know that sometimes you will feel this hasn't happened. We want to hear about this so we have an opportunity to put things right for you.

If you need to complain we are committed to having an accessible complaints process where we will always try to resolve your complaint speedily and at the earliest possible stage.

Often if you ring us we can sort things out for you straight away, with this in mind please call us first.

If it's about your claim, Call 0845 607 7294. If it's about any other matter, Call 0845 607 0417

Every effort will be made to resolve your complaint for you within 48 hours. On the rare occasions this can't be achieved then your complaint will be passed to our Customer Relations department, who act with the full authority of our Chief Executive.

Your complaint will be acknowledged upon receipt – telling you who will be managing your complaint and how long we expect this to take. Once their investigations are complete a final decision will be sent to you in writing.

The address of our Customer Relations team is:

Customer Relations, First Alternative, The Observatory, Reigate, Surrey RH2 0SG

If after considering our final response you are still dissatisfied, or on the rare occasion that a final decision hasn't been sent to you within eight weeks, you have the right to refer your complaint to the Financial Ombudsman Service. They are an independent body that arbitrates on complaints about general insurance products and other financial services. They can be contacted at:

The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR

Tel: 0300 1239 123 or 0800 0 234 567 email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

The Financial Ombudsman Service will handle most complaints you might have but there are some instances that fall outside of their authority.

## Important information

Please take time to read the following as it contains important information relating to the details you have given or should give to us. You should show this notice to anyone insured under your policy, or whose data has been supplied to us in connection with your policy, including anyone who may pay your premiums on your behalf or who is financially associated to you.

### Credit reference agencies

To enable us to assess your application, consider terms and offer you credit we may obtain information about you, the person paying the premium on your behalf and anyone financially associated to you, from credit reference agencies to verify your (or their) credit status and identity.

### Fraud prevention and detection

To keep our premiums as low as possible we participate in a number of insurance industry initiatives to prevent and detect crime. As a valued customer, we think you'll appreciate the steps we are taking to provide the best insurance cover. We may at any time:

- Share information about you and your claim or information provided by you with other organisations and public bodies including the police and the DVLA.
- Check and/or file the details you provide with fraud prevention agencies, credit reference agencies and databases, including the DVLA. These agencies and databases may record the details you provide. If you give false or inaccurate information and we identify fraud, we will record this. We and



other organisations may also use and search these agencies and databases from the UK and other countries to:

- a) help make decisions about the provision and administration of insurance, credit and credit related services for you and members of your household
  - b) trace debtors or beneficiaries, recover debt, prevent fraud, and to manage your accounts or insurance policies
  - c) check your identity to prevent money laundering
  - d) check details of job applicants and employees
- Undertake credit searches and additional fraud searches.

We and other organisations and agencies, including fraud prevention agencies, may share the information you provide with organisations and agencies from the UK and other countries.

If you would like to receive further details of the databases we access or contribute to, please write to the Data Protection Officer, esure, The Observatory, Reigate, Surrey, RH2 0SG or email us at DPO@esure.com.

To prevent fraud any payments or refunds will be made to the account/card which was used to make the latest payment. By providing the account or card details you and/or the account/card holder consent to us doing this.

### Claims

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 will 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 the time of renewal to consider terms and/or validate your claims history or that of any other person or property likely to be involved in the policy or claim.

If you make a claim, we may need to give information about you and your policy to other people such as suppliers, investigators and loss adjusters. They will only use this information to help us with your claim.

### Motor insurance database (MID)

Information relating to your insurance policy will be added to the Motor Insurance Database (MID) managed by the Motor Insurers' Bureau (MIB). The MID and the data stored on it may be used by certain statutory and/or authorised bodies including the police, the DVLA, the DVANI, the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including :

- I. Electronic Licensing
- II. Continuous Insurance Enforcement;
- III. Law enforcement (prevention, detection, apprehension and or prosecution of offenders)
- IV. The provision of government services and/or other services aimed at reducing the level and incidence of uninsured driving.

If you are involved in a road traffic accident (either in the UK, the Isle of Man, the Channel Islands, the EEA or certain other territories), insurers and/or the MIB may search the MID to obtain relevant information.

Persons (including his or her appointed representatives) pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID.

It is vital that the MID holds your correct registration number. If it is incorrectly shown on the MID you are at risk of having your vehicle seized by the police. You can check that your correct registration number details are shown on the MID at [www.askmid.com](http://www.askmid.com)

### Information on products and services

We, and our agents worldwide, will hold and use the information we have collected to provide the insurance services you asked for and for statistical analysis. Your information will always be protected by strict security and will only be used by our agents in accordance with our instructions.

We and other carefully selected third parties may keep you informed by post, email, phone or SMS of current and new products and services which could be of interest to you and for market research purposes, unless you have chosen not to receive such communications. If you prefer not to receive such communications, and you have not previously told us, please write to the Data Protection Officer, esure, The Observatory, Reigate, Surrey RH2 0SG or email us at DPO@esure.com. Please include your full name, address, date of birth and policy number if applicable. If you choose to contact us by email, please note that because of the insecure nature of emails we cannot accept any responsibility for data lost or intercepted in transit.

You have the right to ask us for a copy of the information we hold about you in our records. You will need to pay a small fee. You have the right to ask us to correct any inaccuracies in your information.

### Calls may be monitored and recorded for security and service quality.

### Renewal information

Before the renewal date of your policy, we will provide you with details of the terms on which your policy may be renewed and any changes to the policy cover. We will also tell you what you need to do to renew your policy.

If you pay your premium by direct debit, your policy will automatically be renewed on these terms.

If you pay your premium by credit/debit card, we may automatically renew your policy using the payment details you have given us. Your renewal documents will tell you whether we are able to renew your policy on this basis.

In the event that you do not wish to renew your policy, you should tell us before the renewal date. If you do not tell us and your policy is renewed, we will continue to make deductions from your bank account for the new premium if you pay by direct debit or if you pay by a single annual credit/debit card payment, we may deduct the full new annual premium from your credit/debit card.

If you wish to change your method of payment or payment details, please contact us prior to your renewal date to arrange this.

### Premium collection

If you buy breakdown assistance cover, esure Insurance Limited will collect your premium for this cover. esure Insurance Limited is the agent of esure Services Limited who is acting on behalf of Green Flag.

### Compensation arrangements

esure Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS). In the unlikely event that any firm providing insurance goes out of business or into liquidation, you may be entitled to compensation from the scheme.

Generally the FSCS may arrange to transfer a policy to another insurer, provide a new policy or, if these actions are not possible, provide compensation. Further information about compensation scheme arrangements is available from the FSCS at 7th Floor Lloyds Chambers, Portsoken Street, London, E1 8BN. Tel: 020 7892 7300 or [www.fscs.org.uk](http://www.fscs.org.uk)

### Regulatory status

esure Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. We are entered in the Financial Services Register, number 203350. Our name, address and regulatory status can be checked by visiting the FCA website [www.fca.org.uk/register](http://www.fca.org.uk/register). Our registered office is The Observatory, Reigate, Surrey. RH2 0SG. You can ask us for information about any part of this important information.

# Key contact numbers

## Customer service

**0845 607 0417**

We can only take instructions to change a policy from the policyholder.

## Claims

**0845 607 7280**

(+44 161 862 2891 if calling from abroad)

Please report all accidents or losses immediately.

## 24-hour accident recovery

**0800 028 8292**

## 24-hour windscreen repair helpline

**0800 783 0122**

Please note a £100 limit applies if you do not use our recommended windscreen specialist.

## 24-hour Legal advice helpline

**0845 850 9596**

For your queries, including payment queries, and to tell us about any changes (see point 8 on page 24 for the changes you must tell us about).

To tell us about any accident, theft or fire which may or may not give rise to a claim and for your queries about existing claims.

To arrange the recovery of your car when it isn't driveable after an accident, attempted theft or fire.

To arrange the repair or replacement of your windscreen and other windows in your car by our recommended windscreen specialists.

To obtain motoring legal advice at no extra cost.

## To use the optional extras, if you've bought them (see your Schedule)

**Motoring legal protection**                      **0845 607 7280**

**24-hour Breakdown assistance**              **0800 051 0649**

**Key cover**    **0800 783 1468**

**Misfuelling cover**                                **0800 783 1469**

If you have a hearing or speech impairment, you can also contact us by Typetalk or specialised text phone. To contact us by specialised text phone simply call 0845 850 3217 for customer services and 0845 850 3218 for claims.

Customer service phone lines are open Monday-Friday 8am-8pm, Saturday 9am-5pm, Sunday 10am-2pm.

Claims phone lines are open Monday-Friday 8am-8pm, Saturday 9am-5pm.

24-hour helplines open 24 hours a day, 7 days a week.

Calls may be monitored and recorded for security and service quality.

Car and home insurance are arranged and administered by esure Services Limited. Registered in England and Wales No. 2135610 at The Observatory, Reigate, Surrey, RH2 0SG. Authorised and regulated by the Financial Conduct Authority No. 312063.



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