

# First Alternative Car Insurance Policy Booklet

## Key contact numbers

### Customer service

**0845 607 0417**

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

For your queries, including payment queries, and to tell us about any changes (see point 8 on page 26 for the changes you must tell us about).

### Claims

**0845 607 7280**

(+44 161 862 2891 if calling from abroad)  
Please report all accidents or losses immediately.

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.

### 24-hour accident recovery

**0800 028 8292**

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

### 24-hour windscreen repair helpline

**0800 783 0122**

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

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

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

Motoring legal protection

**0845 607 7280**

24-hour breakdown assistance

**0800 051 0649**

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.

All lines 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.



FIRST ALTERNATIVE



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

First Alternative Car Insurance 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.

All levels of cover have the option to add motoring legal protection and/or breakdown assistance cover.

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. Your schedule shows the excesses applicable to you.

## 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 for damage to their property.		Section 1	✓	✓	✓
<b>Driving other cars extension</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: • 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 • you still have your car and it has not been sold, written off or damaged beyond cost-effective repair. Your Schedule and Certificate of Motor Insurance will show if you have this cover.		Section 1	See your Schedule and Certificate of Motor Insurance	X	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, if the cost of the damage is more than 60% of the last UK list price.	Only applies if the replacement car is available in the UK and anyone else who has an interest in your car agrees. If a suitable replacement car is not available, the claim will be settled by one of the other options referred to in the Policy Booklet.	Sections 2 & 3	✓	X	X
<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

## 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>Cover abroad</b> We can provide full policy cover for trips abroad.	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>Guaranteed repair work</b> All repair work is guaranteed for 5 years if you use one of our recommended repairers.		Claims service section	✓	✓ Fire & theft claims only	X
<b>Free courtesy car</b> A free 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 it is considered to be a total loss or if your policy is cancelled or lapses during the period of repair.	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> This provides up to £50,000 of cover for legal costs to pursue recovery of uninsured losses arising from a road traffic accident involving a third party.	Recovery of uninsured losses will only be undertaken where there are reasonable prospects of making a recovery and where it is economically viable to do so.	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 the parts required for repair and labour in excess of one hour are not covered. Charges vary depending on the cover selected.	Section 9

## 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.



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## 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
- your Schedule; and
- your Certificate of Motor Insurance

Please read all your policy documents carefully, to understand the cover you have bought, 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, motoring legal protection or breakdown assistance cover at any time during the term of cover. Please see the relevant section in this Policy Booklet for further details on how to cancel and the terms that apply.

Please keep your Policy Booklet and related documents 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.

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 and benefits:

- **valid claims approved in minutes** – there's no delay in waiting for a form, simply call our claims number and we'll take all the details there and then, on the phone.
- **repair guarantee\*** – repair work undertaken by our recommended repairers is guaranteed for 5 years.
- **faster settlement offer** – an offer usually within 2 working days of us confirming with you that your car is uneconomical to repair.
- **audio system cover** – a replacement audio system usually within 3 days of our supplier contacting you after you report a valid claim.
- **legal assistance** – immediate arrangement of legal assistance if you make a valid claim under your motoring legal protection cover.
- **free courtesy car** – we will provide you with a free courtesy car whilst your car is being repaired by our recommended repairers under a valid claim. All you pay for is the fuel.

\*Your statutory rights are not affected.

Please note that the recommended repairer network is only available in mainland UK.

### Points you need to know about our courtesy car service

- The service is only available if you have Comprehensive cover and use a member of our recommended repairer network for repair of your car following damage insured by your policy.
- The service is only available whilst your policy remains in force. If your policy lapses or is cancelled you will not be provided with a courtesy car and any courtesy car that has already been provided will be withdrawn.
- The service is not available for claims under the windscreen section of the policy.
- We aim to provide a courtesy car within 2 working days of damage insured by your policy if your car is not driveable. If your car is driveable, the courtesy car will be provided when your vehicle is being repaired by our recommended repairer.
- A courtesy car is not available if your car is stolen or is considered to be a total loss. We will withdraw any courtesy car you may have been given if after examination your car is considered to be a total loss.
- The courtesy car will usually be a Group A car such as a Nissan Micra or Ford Ka.
- 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. 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.

- 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 while using the courtesy car. You will also be responsible for any congestion charges and tolls while using the courtesy car.

If your vehicle has a cherished registration number, we will give you 30 days after your vehicle has been considered a total loss to decide whether to keep that number. If you tell us that you wish to keep it, we or our agents have the right to transfer that cherished registration number onto a DVLA Retention Certificate in your name, 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 cherished registration number, we will dispose of it with the vehicle.



You must tell us immediately you become aware of any insurance-related incident, such as an accident, theft, fire or water damage, which may or may not give rise to a claim, simply call our claims team on 0845 607 7280.

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. Usually 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 do not report an insurance-related 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.

### **Don't let the criminal win - how to prevent fraudulent claims 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 following a few simple steps you may be able to help prevent a fraudulent claim being made against you:-

- Check damage to other vehicles carefully - if you have a camera take pictures of the damage to all vehicles and any other property damaged in the accident and the accident scene, provided it is safe to do so.
- Check how many passengers are in the other vehicles involved, where they were sitting and whether they have any injuries. If anyone is injured you should call the police and ambulance services.
- Take a good look at the driver and 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.

## What to do if you have an accident

We hope that you will have many years' safe driving with First Alternative 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. They are obliged to provide this information under the Road Traffic Act.
- 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.
- We may ask you for a diagram of the accident scene. It will be easiest if you draw this as soon as possible after the accident when details are fresh in your mind. 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' view. Also make a note of where witnesses were standing.
- 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. Please tell us if any other person admits blame.
- Report any accident or loss to us immediately you become aware of it on 0845 607 7280, even if you do not want to make a claim. 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.

## 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, all you'll pay is the windscreen excess shown in your Schedule. And you won't pay the excess if your windscreen is repaired rather than replaced. If you call us as soon as you spot a chip, before it turns into a crack, it's likely that your windscreen will be repaired rather than replaced and you won't have to pay the windscreen excess.

### 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.

From 2011 Continuous Insurance Enforcement (CIE) comes into effect and if there is no record on the MID showing your vehicle is insured, and you have not declared it as 'off road' by completing a SORN (Statutory Off Road Notification), you will receive a letter from the DVLA warning you that you could face a fine, 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)



**Certain words or expressions appearing in your policy, 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 provides evidence that you have taken out the insurance you must have by law.

### Excess, excesses

The amount you must pay towards any claim for loss or damage to your car. 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 place 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.

### 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 of insurance between the start date or the last renewal date (if this is later), and the next renewal date or the date of cancellation (if this is earlier). The period of cover is shown in your Schedule.

### Policy

The Policy Booklet, Schedule and Certificate of Motor Insurance.

### Schedule

The document 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 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, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

### 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.



### The contract of insurance

Your policy is evidence of the contract between you and us. It is based on the information given by or for you when you applied for this insurance. This information is shown in your Schedule. You promise, as far as you know, that the information you have given us is true and complete.

### Governing law

You and we can choose the law which applies to this contract. Unless you and we agree otherwise, English law 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, in which case the Scottish 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.

### Lawyer

We have appointed a panel of legal firms to provide legal services to our policyholders. We have a financial arrangement with our legal panel firm(s) 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. The medical agency will make a payment of ninety pounds to us for this service.

### Your cover

If your cover is:

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) and section 9 (Breakdown Assistance Cover) only apply if you have bought these additional services.

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.

# Section 1

## 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:

- 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
- 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.

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:

- anyone getting into or out of or travelling in your car
- the legal personal representative of anyone covered by this section if that person dies
- anyone else you allow to use (but not drive) your car, for social, domestic or pleasure purposes
- anyone driving your car with your permission provided they are permitted to do so by 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 you 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 under your policy, if you ask us, 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 will arrange to defend that person against a charge of manslaughter or causing death by careless, dangerous or reckless driving or in a magistrates court proceedings involving allegations arising out of a collision with a third party vehicle or pedestrian, where there are reasonable prospects of success; and
- any other costs or expenses subject to our prior agreement.

### 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, 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 during a period of cover for damage to someone else's property resulting from one or more accidents in a car driven by you or any other person who is covered under this section is £20,000,000.

### What is not covered

- 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.

## Section 2

### 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 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 60% of the last United Kingdom list price (including taxes).

We can only do this if a replacement car is available in the UK and anyone else who has an interest in your car agrees.

If a suitable replacement car is not available, we will settle the claim by one of the methods shown above.

#### Car audio, navigation and entertainment equipment

We will pay up to the amount 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 replacement of 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.

#### 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.

## Section 3

### 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 60% of the last United Kingdom list price (including taxes).

We can only do this if a replacement car is available in the UK and anyone else who has an interest in your car agrees.

If a suitable replacement car is not available, we will settle the claim by one of the methods shown above.

#### Car audio, navigation and entertainment equipment

We will pay up to the amount 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 replacement of 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 or 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 or transmitter or entry card.

### What is not covered

- The excess shown in your Schedule, unless your car is stolen from a private locked garage.
- 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.
- 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.

## Section 4 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 any payment under your policy to the legal owner if we know that your car 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.

### 2 Parts

If any part or accessory is not available, the most we will pay for that part will be the cost shown in the supplier's last United Kingdom price list. We will also pay reasonable fitting costs. We may make a monetary payment on this basis if such a part cannot be obtained.

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 parts made from recycled materials.

### 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 the settlement of a claim results in your car being treated as 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 and your car will become our property. Your policy will then be cancelled 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.

# Section 5

## 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 is driving while under the influence of alcohol or drugs at the time of the accident.
- 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 amount 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 £200 for the driver or £400 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, fire, theft or attempted theft, while they are in or on your car.

We will make deductions for wear and tear.

The most we will pay for any one incident is the amount 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.

## Section 6

### Using your car outside the United Kingdom

#### 1 Cover at home and using your car abroad

The cover under your policy operates in the United Kingdom and during sea journeys between its constituent parts.

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).

Your vehicle must be registered in the UK and not be kept abroad for more than 180 days in a policy year.

This may provide less cover than you have in the UK, and is usually equivalent to the Third Party Only cover available in the UK, with no cover for damage to your car.

If you ask us, we will provide you with an international motor insurance certificate (Green Card).

#### 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 and shown on your Schedule under sections 1 to 7, to named countries in Europe, and certain other countries outside Europe, and give you an international motor insurance certificate (Green Card). Your car will also be covered while being carried by a recognised carrier between or within those countries during the period shown in the Green Card.

#### 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.

## Section 7

### No claim discount



If you do not claim during the period of cover, we will give you a no claim discount. The scale we will use is shown in your Schedule.

If you do make a claim, your no claim discount will be reduced at the next renewal date. The scale we use to reduce your no claim discount is shown in your Schedule.

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.

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

#### No claim discount protection for life

Your Schedule will show if you have this benefit.

For an additional premium, 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.

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 by someone who is not shown in your Schedule as a person entitled to drive it
- used for any purpose which is not shown as covered in your Schedule; or
- driven by someone who does not have a valid driving licence or is breaking the conditions of their driving licence.

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 direct or indirect loss, expense or liability caused 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, de-restricted toll road, airfield or at an off road event or on the Nürburgring.

# General conditions which apply to sections 1 to 7



## 1 Your duty

We will only give the cover described in your policy provided:

- you observe all the terms and conditions of your policy; and
- the information you gave us in your Schedule is true and complete as far as you know.

## 2 Accidents or losses

You must tell us within 7 days of becoming aware of any incident resulting in death, injury, damage or loss, irrespective of whether this may lead to a claim under your policy, even if there is no damage to your car. 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 send it to us, unanswered, immediately - quoting your policy number.

Failure to notify us of an incident as soon as you become aware of it may result in additional costs being incurred 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.

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.

## 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 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.

## 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 passengers
- 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 Your duty of disclosure

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

- you change your car
- you make modifications or changes to your car 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
- 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 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 or any other driver covered by your policy are convicted of a motoring offence other than fixed-penalty parking offences
- you change the address at which you normally keep your car
- you or any other driver covered by your policy are convicted of any offence relating to fraud, arson or dishonesty
- 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 UK resident

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.

## 9 Fraud

You, any authorised driver, or any person acting for you must not make false claims. If you, any authorised driver, 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.

## 10 Suspending your cover

If you ask us to, 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.

When the period of suspension ends we will refund the unused premium (less 25% if fire and theft cover remains in force) as long as:

- your car is not left on a public road, and is not used for at least 30 consecutive days
- you give us notice before you stop using your car and return the Certificate of Motor Insurance to us at that time; and
- you have not made a claim during the current period of cover.

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.

## General conditions which apply to all sections cont.

### 11 Cancelling your policy

If you are dissatisfied with the cover provided by your policy, you have 14 days to cancel from the date you receive your documents if you are a new customer or from the renewal date if you are an existing customer. If you decide to cancel, you must return your Certificate of Motor Insurance to us at The Equinox, 19 Cadogan Street, Glasgow, G2 6QQ. 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 any administration fee we may charge. The fees are 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 do not exercise your right to cancel during the 14 day period, your policy will continue as normal. If you decide to cancel after this 14 day period 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 an administration fee to take account of our costs in providing your policy. The fees are detailed in your Schedule.

If you cancel your motoring legal protection after the 14 day period, 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 cancel your direct debit this does not mean that you have cancelled your policy.

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 and your cancellation will not take effect until the date we receive your Certificate of Motor Insurance or Lost Certificate Declaration. If the amount due when you cancel your policy is more than the amount you have paid, you must pay us the difference.

If a claim has been made, we will cancel your cover but not refund any premium. If you are paying by instalments, you must still pay us the balance of the full annual premium.

We also have a right to cancel your policy at any time by giving you seven days' notice in writing. We will send our letter to the latest address we have for you. If we do cancel your policy, we will refund the part of your premium you have not yet used. If you or we cancel your motor insurance at any time, we will automatically cancel any motoring legal protection or breakdown assistance cover purchased with it.

### 12 Car registration

Your car must be registered in the UK with the Driving and Vehicle Licencing Authority (DVLA).

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

If a claim occurs whilst you, or any person named on your Certificate of Motor Insurance, is driving under the influence of drink or drugs, or is convicted of driving under the influence of drink or drugs, our liability will be limited to that required by the Road Traffic Act. In these circumstances 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.

### 14. 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.

## 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'.

## Endorsements which may apply to your policy cont.

### 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.

## Section 8 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.

### 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.

#### Car

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

#### Costs

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

#### Indemnity limit

The maximum amount we will pay for costs under the motoring legal protection cover for any one road traffic accident is £50,000 (including Value Added Tax).

#### Lawyer

An authorised representative 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 or a firm of solicitors or someone working in a firm of solicitors.

We have appointed a panel of legal firms to provide legal services to our policyholders. We have a financial arrangement with our legal panel firm(s) 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. The medical agency will make a payment of ninety pounds to us for this service.

#### Legal proceedings

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



### Proportionality

The basis objectively applied of deciding if the costs of your claim are proportionate to the expected advantages to you from the claim taking account of:

- 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.

### Reasonable prospects

In relation to a claim, it is more likely than not that you will be awarded damages.

### 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).

### The contract of insurance

We agree to cover you under the terms of this section during the period of cover. The exceptions and conditions within section 8 of this Policy Booklet define the extent of the cover we will provide.

### This section

Section 8 of your policy which provides motoring legal protection.

### Uninsured losses

Losses which you are not able to recover under your policy.

### You, your

The person named as the policyholder in your Schedule and any authorised driver of the car at the time of a road traffic accident and any passenger in the car at that time.

### Your policy

The Policy Booklet and Schedule to which this section relates.

### What we will cover

We will cover, up to the indemnity limit, costs for recovering any uninsured losses which arise directly from any road traffic accident involving your car that 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 arising directly from any road traffic accident.

### The lawyer and us

- 1** When you make a claim 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.
- 2** You must obtain our consent before you consult a lawyer or you incur any costs. We may refuse to accept a claim or we may withhold our consent for you to consult a lawyer or incur costs or we may withdraw from a claim if you are declared bankrupt or if we are not or 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 justifies the likely costs; or
  - it is reasonable for us to grant costs under this section or to continue to do so.
- 3** The lawyer must:
  - 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 grounds for continuing the claim; and
  - tell us if there is an offer of settlement or a payment into court.
- 4** We will not keep to an arrangement you make with the lawyer unless we agree.

- 5** We may appoint the lawyer and we will have direct access to the lawyer who will give us all details of the claim and its progress. You will authorise the lawyer to do this.
- 6** We may discharge our obligations to you by paying the amount in dispute and we may take over and carry on in your name any claim employing our own employees or lawyer.
- 7** If the lawyer refuses to continue to act for you, we may appoint another lawyer.
- 8** If you discontinue or withdraw from legal proceedings without both our consent and the written advice of the lawyer for you to discontinue or withdraw, 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 claim or by withdrawing from it.

### Choice of lawyer

Before you nominate a lawyer we may appoint one to act on your behalf in order to protect your interests.

Where legal proceedings are required you may nominate the lawyer of your choice to act for you but you must tell us in writing the name and address of your chosen lawyer. We may refuse to accept your choice of lawyer if we consider that there are reasonable grounds for doing so and we will tell you the reasons for our refusal. If there is a dispute about your choice of lawyer, it will be decided under the Disputes Procedure set out in this section of your policy. In nominating the lawyer you must have regard to your obligations to keep the costs as low as possible.

Your nominated lawyer must act reasonably in the conduct of any legal proceedings and in your best interests. Any failure to do so will entitle us to refuse to pay the lawyer for some or all of the costs incurred on your behalf and/or for any costs as are unreasonably incurred and/or to terminate the lawyer's authority to act.



### What is not covered by this section

- Costs arising out of a road traffic accident which happened outside of the period of cover or which happened outside of the territorial limits.
- If there is other insurance which covers the same loss, we will not pay more than our share of the claim.
- Costs for legal proceedings taking place outside of the territorial limits.
- Costs incurred without our written consent for the legal proceedings or the appeal and in any circumstances those incurred before written notification of the claim to us and any payments arising from the road traffic accident you make or agree to make without our agreement.
- Costs incurred after you withdraw instructions from the lawyer or if you withdraw from legal proceedings.
- Costs, expenses, damages, fines or other penalties you are ordered to pay by a court of criminal jurisdiction.
- Costs arising from disputes between you and us.
- Costs for a claim where there are no reasonable prospects of success and where because of proportionality it would not be reasonable for us to pay costs.
- Claims where you cause delay or do not give reasonable assistance to us or the lawyer.
- 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 use for racing, rallies, trials or competitions of any kind.
- Claims arising from a road traffic accident for which there is no cover under any other section of this Policy Booklet.
- Claims which are false or fraudulent or arise out of your deliberate or criminal act or omission.
- Claims arising from mechanical failure of your car or faulty or incomplete service or repair of your car.
- Claims where at the time of the road traffic accident the driver of your car did not hold a valid driving licence, your car was not in a roadworthy condition or there was no valid MOT certificate where applicable.
- Claims against you by any other person who falls within the definition of you in this section if there is a conflict of interest.
- Claims arising from any loss or damage to property or any direct or indirect loss, expense or liability caused by or attributed to:
  - 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.
  - War, invasion, revolution or a similar event unless we have to provide cover under the Road Traffic Act.
  - Riot or civil commotion outside Great Britain, Northern Island, the Isle of Man or the Channel Islands.

# Conditions which apply to motoring legal protection



These conditions apply to this section. If you do not keep to them, we may cancel this section of your policy or refuse to deal with a claim.

## 1 Your policy

The cover under this section will only apply if at the time of the road traffic accident your policy is in force and all obligations under your policy have been obeyed and your car is being driven or used for a purpose permitted by your Schedule.

## 2 Your duty

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

## 3 Information

You must tell us as soon as reasonably possible after a road traffic accident 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 a 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 lawyer ask for.

Any information you need to give us or the lawyer 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. We may take over, defend or settle the claim, or take up any claim in your name for our own benefit. You must give us and the lawyer all the information and help we need.

You must not instruct a lawyer, start legal proceedings or start a legal appeal before we give our permission. You must keep us informed of the progress of the claim and authorise the lawyer to do so.

## 5 The lawyer

You will co-operate fully with the lawyer and you will not do anything which might damage your claim.

You must tell us if the lawyer does not wish to continue to act for you or if you withdraw instructions.

## 6 Costs

You must send us all bills of costs as soon as you receive them and, if we ask, tell the lawyers 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 possible.

## 7 Cancellation

If you are dissatisfied with the cover provided by your motoring legal protection cover, you have 14 days to cancel from the date you receive your documents if you are a new customer or from the renewal date if you are an existing customer. 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.

If you decide to cancel after 14 days, no 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.

We also have the right to cancel your motoring legal protection cover at any time by giving you seven days' notice in writing. We will send our letter to the latest address we have for you. If we do cancel your motoring legal protection cover, we will refund the part of the premium you have not yet used.

If you or we cancel this section, 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 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 he decides.

## Section 9

### Breakdown assistance cover



This section of your policy only applies if your Schedule shows that you have breakdown assistance cover and you have paid the premium for it. The level of cover you have under this section of your policy is shown in your Schedule.

#### Details about our regulator

The breakdown assistance cover is underwritten by UK Insurance Limited.

UK Insurance Limited is authorised and regulated by the Financial Services Authority. The Financial Services Authority website which includes a register of all regulated firms can be visited at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register), or the Financial Services Authority can be contacted on 0845 606 1234.

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.

#### 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 and regulated by the Financial Services 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.

#### 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, Northern Ireland, the Isle of Man and the Channel Islands.

#### 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 in the UK 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 in the UK, 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 in the United Kingdom 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.

## Breakdown assistance cover cont.

### 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 in the UK, 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; and
- fits a standard 50mm towball; and
- is not more than 7m long (with load) and/or 3m high (with load); and
- does not weigh more than 3,500kg when loaded; and
- 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 Any costs incurred as a result of your failure to carry a serviceable spare wheel and tyre.
- 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 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 material to the cover where such fact or facts have not been disclosed to 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.

## Exceptions which apply to breakdown assistance cover cont.

- 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 14 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.

## Conditions which apply to breakdown assistance cover cont.

- 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

If you are dissatisfied with the cover provided by your breakdown assistance cover, you have 14 days to cancel from the date you receive your documents if you are a new customer or from the renewal date if you are an existing customer. 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, we will refund the premium you have paid less a pro-rata charge for the time you have been on cover.

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

If you decide 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.

We also have the right to cancel your breakdown assistance cover at any time by giving you seven days' notice in writing. We will send our letter to the latest address we have for you. If we do cancel your breakdown assistance cover, we will refund the part of the premium you have not yet used.

If you or we cancel this section, 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.



We are committed to providing you with a first class service but we recognise that there may be an occasion when you feel we may not have done this and you wish to make a complaint. We will always try to resolve any complaint speedily and at the earliest possible stage. This section sets out our procedure.

In the first instance, please call:

0845 607 7294 if it is about your claim; or  
0845 607 0417 if it is about any other matter.

We will try to resolve your complaint on receipt but if this is not possible then we will send you a written acknowledgment no later than four working days after we receive your complaint. This will tell you the name of the person handling your complaint and enclose our complaints procedure leaflet.

We will write to you to confirm our resolution of your complaint. If we have not resolved it within four weeks, we will write to you again to explain why and tell you when we expect to give you our decision.

In the unlikely event that the problem has not been solved to your satisfaction, you may contact our Customer Relations Manager who will review your complaint and send you our final decision in writing. Our Customer Relations Manager acts with the full authority of our Chief Executive. The address of our Customer Relations Manager is:

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

If we have not resolved your complaint within eight weeks, or if your complaint is still not resolved to your satisfaction, you have the right to refer your complaint to the Financial Ombudsman Service. The contact details for the Financial Ombudsman Service are:

Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR  
Tel: 0845 080 1800  
[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

The Financial Ombudsman Service will handle most complaints you might have but there are some instances that fall outside its authority. The Ombudsman's decision is binding upon us but you are free to reject it without affecting your legal rights.



**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.**

## **Credit reference agencies**

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

## **Identity, Credit and Fraud 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:
  - help make decisions about the provision and administration of insurance, credit and credit related services for you and members of your household
  - trace debtors or beneficiaries, recover debt, prevent fraud, and to manage your accounts or insurance policies
  - check your identity to prevent money laundering
  - 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, First Alternative, The Observatory, Reigate, Surrey, RH2 0SG or email us at [DPO@firstalternative.com](mailto:DPO@firstalternative.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 time of renewal to validate your claims history or that of any other person or property likely to be involved in the policy or claim.

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 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 you have given us 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, First Alternative, The Observatory, Reigate, Surrey, RH2 0SG or email us at [DPO@firstalternative.com](mailto:DPO@firstalternative.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.**

# Important information cont.



## 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.

If you pay your premium by direct debit:

- Your policy will automatically be renewed on these terms.
- 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 we are unable to offer you a policy we will let you know and you may be provided with details of the terms (including any changes to existing terms) on which your cover will continue via another insurer. By taking out this policy you agree that your data may be used to allow an alternative insurer to provide you with these terms before your existing policy expires.

If you pay your premium by direct debit and your insurer changes at renewal:

- Your policy will automatically be renewed by the alternative insurer.
- In the event that you do not wish to renew your policy with the alternative insurer, you should tell them before the renewal date.
- If you do not tell them and your policy is renewed, deductions will continue to be taken from your bank account for the new premium.

## 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 and regulated by the Financial Services Authority. We are entered in the FSA register, number 203350. Our name, address and regulatory status can be checked by visiting the FSA website [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by calling the FSA on 0845 606 1234. Our registered office is The Observatory, Reigate, Surrey. RH2 0SG.

You can ask us for information about any part of this important information.

