

First Alternative Car Insurance Policy Booklet



FIRST ALTERNATIVE



Welcome to First Alternative

Thank you for buying a First Alternative car insurance policy which is designed for and is exclusively available from esure Services Limited (esure).

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Privacy Notice

Information about how **your** personal data is used can be found in **your** 'welcome pack' or online at <http://www.firstalternative.com/privacy>

About us

esure acts on **your** behalf to arrange and administer insurance cover for **you**. **Your** contract (**Your** Agreement with esure Services Limited) provides more details about **esure's** services. **esure** is also authorized to act on behalf of certain Insurance Companies (**Underwriters**) to sell and administer insurance products. To make things simple **you** only need to contact **esure**, in relation to **your policy**.

Your Policy Contract information

Your contract of insurance (**policy**) is a legally binding contract between **you** and the **Underwriters** providing **your** insurance cover. In exchange for **your** premium **Underwriters** will provide the cover shown in **your policy**. **Your policy** is made up of:

- **Policy** Booklet
- Optional Extras Booklet (if applicable)
- **Schedule**
- **Certificate of Insurance**

These documents need to be read together as they set out the full details of **your policy** to include the cover, exclusions, **terms** and conditions. Please keep them safely together. **Your policy** is intended to be clear and easy to read. Some words and phrases are in **bold** and have special meanings; please refer to the Definitions section.

Your Obligations

Your policy is based on the information **you** provided when **you** applied for **your policy**. **You** must make sure that all the information **you** have provided is true and correct at all times. **You** must also pay the Premium and keep to the **policy terms** and conditions.

It's really important that **you** read and understand the **policy** **you** have bought. If **you** have any questions, any details are incorrect or if **you** want to change anything please call 0345 603 7874. Also to ensure that **you** always have cover please tell **esure** immediately when anything changes otherwise **your policy** may not be valid (see General Conditions 1 and 2).

Authorisation

esure is authorised and regulated by the Financial Conduct Authority. Firm Registration Number:312063. Sections 1 – 7 of **your policy** is provided by esure Insurance Limited which is authorised by the Prudential

Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. Firm Registration Number 203350. Cover under Optional Extras may be provided by other **Underwriters** the details of which are shown in the relevant sections of **your** booklet. All **Underwriters** are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority.

You can check details of authorised companies on the Financial Services Register by visiting the website <http://www.fca.org.uk/firms/systems-reporting/register>

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Meaning of words and terms

Certain words and **terms** within this **policy** booklet are defined below and have a specific meaning. If a word or **term** has a defined meaning it will appear in **bold** and will have the same meaning wherever it appears in **your Policy Booklet, Schedule or Certificate of Insurance**.

advanced Driver Assistance Systems

Vehicle technology to assist the driver in the driving process to increase car safety and more generally road safety.

automated Vehicle

A car listed on the list of **automated vehicles** prepared and kept by the Secretary of State in accordance with the Automated and Electric Vehicles Act 2018.

Certificate of Insurance

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

computer virus

Any malware, program code or programming instruction designed to damage a system, computer or network.

courtesy car

A car provided to **you** for the duration of **your** repairs, the cost of which will be settled by **us** as part of **your** claim. This will usually be a Group A car such as a Nissan Micra or Toyota Aygo.

cyber event

Malicious deletion, corruption, unauthorized access to, or theft of data; or hacking or denial of service attack.

endorsement

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

excess, excesses

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

family member

You, your partner, child, parent, grandparent, grandchild or sibling who lives with **you** on a permanent basis at the same address.

fault claim

A claim made under **your policy** which **we** have paid for on **your** behalf and have been unable to recover all or part of these payments from a Third Party.

fee

The amount **we** charge if **you** change or cancel **your policy**. Further details can be found in **your** Agreement with esure Services Limited.

Great Britain

England, Scotland and Wales.

esure

esure Services Limited

market value

The **market value** is the amount **you** could reasonably have expected to sell **your car** for on the open market immediately before **your** accident or loss. **Our** assessment of the value is based on cars of the same make and model and of a similar age, condition and mileage at the time of accident or loss. This value is based on research from motor trade guides including: Glass's, Parkers and CAP. This may not be the price **you** paid when **you** purchased the car.

misfuelling

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

modifications

Any alteration to the manufacturers' standard specification for **your car**, including Optional Extras fitted to the car when new by the vehicle manufacturer or dealer, which improves its value, performance, appearance or attractiveness to thieves. This includes, but is not restricted to, changes to the engine, engine management or exhaust system, changes to the wheels or suspension system, changes to the bodywork, such as spoilers, vinyl wraps 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 first sentence.

period of cover

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

policy

Your contract of insurance set out in **your Policy** Booklet, Optional Extras Booklet (where applicable) **Schedule**, and **Certificate of Insurance**.

Schedule

The document headed Car Insurance **Schedule** which identifies the policyholder and contains the statements made and information provided by **you** or for **you** when **you** applied for cover and tells **you** the cover **we** have agreed to provide

trailer

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

terms

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

United Kingdom, UK

England, Scotland, Wales and Northern Ireland.

vehicle system

An automated system, camera, component, connective equipment, data storage device, driver assist function, onboard computer, safety feature, sensor, vehicle feature, and an Advanced Driver Assistance System.

we, us, our, Underwriters

The insurance companies shown in **your policy**.



you, your

The person named as the policyholder in **your Certificate of Insurance**.

your car

Any vehicle insured under **your policy** and described in paragraph 1 'description of **your vehicle**' in **your Certificate of Insurance**. In Sections 2 (Damage to **your car**) and 3 (Fire and theft) of **your 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**.

Our Claims service

First and foremost, **our** Claims Team is here to help. Just get in touch as soon as **you're** safe.

Please report all accidents to us – whether you're going to make a claim or not.

You can do this at [firstalternative.com/myaccount](https://www.firstalternative.com/myaccount) or by calling 0345 607 7280.

Please see the back page for more handy contact details.

Need help at the roadside right now?

Please call **0800 028 8292** for 24-hour accident recovery.

Ready to make a claim?

If another vehicle was involved in the accident. Please call **0345 607 7280** (or +44 161 862 2891 if **you're** abroad). See below for what to do if **you** have an accident and what details **we'll** need from **you**.

If no other vehicle was involved in the accident. Please make a claim at [firstalternative.com/myaccount](https://www.firstalternative.com/myaccount)

Is **your** windscreen chipped or cracked?

You can either claim at [firstalternative.com/myaccount](https://www.firstalternative.com/myaccount) or by calling **0800 783 0122**.

What to do if you have an accident

STOP.

Always stop at the scene of the accident, even if **you** don't think anything or anyone has been damaged or injured.

EXCHANGE DETAILS

So **we** can help **you** as effectively as possible, **we** will need the following for everyone involved (including passengers and witnesses):

- . Name
- . Telephone number
- . Address
- . Email address
- . Registration number
- . **Policy** number and insurer
- . A note of any injuries

Important: please call **us** even if **you** are unable to get all the above details.

CALL US

Do this as soon as possible so **we** can give **you** the most appropriate help and support – whether **you** are going to make a claim or not.

TAKE PHOTOS

If it's safe to do so, take photos of all vehicles, the accident scene and any damage caused. This will help **us** to assess the damage to **your** vehicle and settle **your** claim. It can also help **us** establish who's responsible for the accident.

ALERT THE POLICE

Call the police if anyone was seriously injured, left the scene of the accident without exchanging details, or if the road is blocked.

Help us to prevent fraudulent insurance claims

If **you** see or hear anything unusual at the scene of an accident, please tell **us** immediately. For example:

- If the other car was being driven erratically
- If the other car stopped sharply or for no apparent reason
- If the brake lights on the other car were not working
- If the driver or passengers in the other car behaved strangely or unusually

Criminals attempt to stage accidents to claim for fraudulent damages and injury. This insurance fraud costs the industry millions each year – **we** need **your** help to spot it and stop it!

Our recommended repairer service

If **you** need to make a claim for damage to **your car** and choose to use one of **our** recommended repairers, the following benefit is available to **you**:

Repair work is guaranteed for 5 years. The repair guarantee covers labour costs and not parts. Parts are subject to the manufacturer's warranty. **Your** statutory rights are not affected.

- **Our** recommended repairer network is only available in mainland **UK** and does not extend to any islands which form part of the **UK** unless **we** inform **you** otherwise.
- If the repairs to **your car** are completed by a repairer who is not recommended by **us**, **your** claim will be subject to an additional £200 **policy excess** and none of the recommended repairer benefits will be available.

Our Courtesy car service

A **courtesy car** is provided whilst **your car** is being repaired by the recommended repairer as part of a valid claim, as long as **you** have a comprehensive **policy** which remains in force for the duration of repairs. **We** aim to provide a **courtesy car** to **you** within two working days.

- A **courtesy car** is not available if **your car** has been stolen and not found, or considered to be a total loss. If **we** decide that **your car** is a total loss after providing the **courtesy car**, it will be withdrawn.
- A **courtesy car** service is not available for claims under the windscreen section of **your policy**.
- The **courtesy car** will be a small car, such as a Nissan Micra or Toyota Aygo, which will automatically be insured on **your policy** at no cost. Normal **policy terms** and conditions apply.
- **You** will be responsible for the **courtesy car**, including paying for fuel and any parking fines, motor offences and fixed penalties, and any congestion or toll charges incurred.



Important information

Your responsibility to give us correct information

We have agreed to issue **your policy** based on the information **you** provided. **You** must make sure that all the information **you** provide is true and to the best of **your** knowledge and belief is complete, accurate and up to date.

If **you** or anyone acting for **you** fails to provide correct information or the information changes and **you** do not tell **us**, **your policy** could be treated as if it never existed or cancelled and any claim **you** make could be refused or reduced (see General Conditions 1, 2 and 3) If **you** need to make a change to the information **you** have provided please contact **esure** immediately.

The Law and Courts that apply to this Policy

You and **we** can choose the law that applies to **your policy**. Unless agreed 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 where their courts will have jurisdiction.

We have provided this **policy** in English and will continue to communicate with **you** in English.

Motor insurance database (MID)

Information relating to **your 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:

- Electronic Licensing
- Continuous Insurance Enforcement;
- Law enforcement (prevention, detection, apprehension and or prosecution of offenders)
- 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 car seized by the police. You can check that your correct registration number details are shown on the MID at <http://www.askmid.com>

Compensation arrangements

We are 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 FSCS.

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 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU. Tel: 0800 678 1100 or 020 7741 4100 or visit <http://www.fscs.org.uk>

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 Certificate of Insurance** 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 owned by **you**, or hired or leased to **you**, under a hire purchase or leasing agreement, or hired or rented to **you** under a car hire or rental agreement. This cover only applies if:

- the car has been manufactured for the carriage of up to, but not more than, eight people and weighs less than 3.5 tonnes Gross Vehicle Weight.
- there is no other insurance in force which covers the same claim
- **you** have the owner's permission to drive the car
- the car is insured by the owner
- the car is being driven in the **UK**, the Isle of Man or the Channel Islands
- **you** still have **your car** and it has not been sold, declared SORN, written off or damaged beyond cost-effective repair.

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

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

2. Cover for others

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

- anyone whilst getting into or out of, or travelling in **your car**
- the legal personal representative of anyone covered by this section if that person dies and a legal liability of that person covered by this section attaches to that personal representative
- anyone **you** allow to use (but not drive) **your car** for social, domestic, or pleasure purposes
- anyone whilst driving **your car** with **your** permission provided they are permitted to do so by being named in **your Schedule**, and
- **you** 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.
- Any loss, damage, death or injury arising as a result of a road rage incident and/or deliberate act caused by **you** or any driver insured to drive **your car**.

3. Legal costs

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

- solicitor's **fees** to represent that person at a coroner's inquest or fatal accident inquiry, as long as **we** have agreed to do so beforehand;



- the cost of reasonable legal services which **we** arrange to defend that person against a charge of manslaughter or causing death by careless, or dangerous driving or in a magistrates court proceedings involving allegations arising out of a collision with a third party vehicle or pedestrian.
We will only arrange such legal services where it is more likely than not that the defence will be successful.

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

4. Emergency medical treatment

We will pay:

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

The most we will pay under Section 1

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

What is not covered under Section 1

- Death or injury to anyone while they are working with, or for, the driver of **your car** except as required by road traffic law.
- Loss of, or damage to, any car, **trailer** or other property owned by, or in the care of, anyone covered under this section.
- If anyone has other insurance covering the same liability **we** will not pay more than **our** share of the claim.
- Any loss or damage to property, actual or fear of death or injury to any person(s), caused by **you** or any named driver, or caused by the use of **your car**, as a result of ;
 - a road rage incident
 - a deliberate act using **your car**
 - criminal purposes including avoiding lawful apprehension other than cover provided under the Road Traffic Act.
- The release of a motor vehicle which has been seized by, or on behalf of, any government or public authority, and is being driven under the driving other cars extension, or is a temporary additional or substitute vehicle on **your policy**.

Damage to your car

What is covered

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

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

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

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

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

New car cover

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

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

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

Car audio, navigation and entertainment equipment

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

Child car seats

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

Advanced Driver Assistance System

If **you** are in an accident which causes damage to **your car**, we'll pay for the recalibration of any **Advanced Driver Assistance Systems** as part of **your** accidental claim.

If **you** are making a claim for Windscreen damage only, please refer to Section 4

Uninsured driver promise

If you're involved in an accident that isn't your fault and the other driver isn't insured, the excess won't apply as long as you can provide the other driver's name, address and vehicle registration number.

What is not covered

- The **excesses** shown in **your Schedule**, unless **you** have an accident that's not **your** fault and the driver responsible is not insured. **We'll** need the driver's details and their vehicle registration number.
- The **excess** shown in **your Schedule** that applies if **you** choose not to have **your car** repaired by **our** recommended repairer.
- The cost of draining fuel from **your car** in the event of **misfuelling**.
- Any damage to **your car** caused by a pet whilst it is in **your car**.
- Damage to **your car** if it is being used whilst declared off the road under a Statutory Off Road Notification (SORN).



The most we will pay under this section

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

Fire and theft

What is covered

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

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

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

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

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

New car cover

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

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

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

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

Car audio, navigation and entertainment equipment

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

Child car seats

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

Stolen car keys

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

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

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

What is not covered

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

The most we will pay under this section

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

Windscreen damage

If **you** have comprehensive cover, call **us** as soon as **you** spot a chip before it turns into a crack as **we** may be able to repair it rather than replace it.

You can arrange the repair or replacement of **your** windscreen and other windows in **your car** directly with our recommended windscreen specialists Autoglass, 24 hours a day by using this link. www.autoglass.co.uk/ideal/

Alternatively call **our** helpline number 0800 783 0122. Lines are open 24 hours a day, 365 days a year. Claims made under this section of the policy won't affect **your** No Claim Discount.

What is covered

We'll pay the cost of

- Repair or replacement of accidentally damaged glass in your windscreen or side or rear windows.
- Scratches or damage to the bodywork caused by the broken glass, as long as there is no other damage.
- The recalibration of any **Advanced Driver Assistance Systems** equipment relating to the repair or replacement of the windscreen.

Things you need to know

- **You** will need to pay the applicable windscreen repair or replacement **excess** shown in **your Schedule**.
- If **you** choose not to use Autoglass who are **our** recommended repairers, **we** will not pay more than £100 towards each incident.

What is not covered

- Windscreen **excess** shown in **your Schedule**.
- Replacement of the hood/roof structure of **your** convertible or cabriolet car.
- The repair or replacement of damaged glass in sunroofs or fixed or moveable glass roof panels.



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 repairs 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 car**, or any of their parts.
- Deliberate loss of or 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**.
- Deliberately constructed or staged accidents.

Conditions which apply to Sections 2, 3 and 4

1 Hire purchase, leasing and other agreements

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

2 Parts

We may use parts which are not made by the manufacturer of **your car**, but are of equivalent type and quality to the parts **we** are replacing. This may include recycled parts or parts made from recycled materials. If any part or accessory is not available for use, the most **we** will pay **you** in respect of that part will be the cost shown in a supplier's latest **United Kingdom** price list. **We** will also pay reasonable fitting costs.

3 Removal and delivery

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

4 Repairs

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

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

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

5 Total loss of your car

If **we** decide that **your car** is a total loss as a result of an accident, theft, fire, flood or malicious damage **we** will reduce the claim payment by taking any part of the full premium **you** owe **us**. When **we** have made the full claim payment on this basis, **we** will have met all **our** responsibilities to **you** under **your policy** including the car hire benefit if purchased, and **your car** will become **our** property. **Your policy**, including the cover provided by the car hire benefit will then be cancelled (with any car hire car to be returned within 48 hours) unless **we** agree otherwise and **we** will not refund any of **your** premium. If **you** are paying by instalments, **your** full annual premium remains payable unless **we** have agreed to deduct this from **your** claim settlement. Please note that if **we** decide that **your car** is a total loss, the Section 1b driving other cars extension to **your** Section 1 **policy** cover does not apply and **you** cannot use this.

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

Additional Benefits

1. Personal accident

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

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

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

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

What is not covered

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

2. Medical expenses

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

3. Hotel expenses

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



4. Personal belongings

If **your car** is lost or damaged as a result of a claim under Section 2 or 3 of **your policy**, **we** will also pay for loss of, or damage to, any personal belongings and electrical accessories not permanently fitted to **your car** caused by accident, water damage, fire, theft or attempted theft, while they are in or on **your car**. **We** will make deductions for wear and tear. **We** may require proof of purchase or evidence of ownership to support **your** claim.

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

What is not covered

Loss of, or damage to:

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

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

5. Motoring legal advice service

We will provide all **our** policyholders with a motoring legal advice helpline at no extra cost. This is operated by Irwin Mitchell solicitors, and is available anytime of the day or night on 0345 850 9596.

Territorial limits and use abroad

1. Territorial limits and use abroad

Your car must be registered in the **UK** and not be kept outside this jurisdiction for more than 90 days in **your** year long cover period.

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

The territorial limits of the cover for Optional Extras to **your policy** are different and set out in the relevant **policy** booklet.

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 8 of the European Community Directive 2009/103/EC on Insurance of Civil Liabilities arising from the use of motor vehicles

This includes the following countries: Andorra, Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, Slovakia, Slovenia, Spain, Sweden and Switzerland.

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**.

You don't need a Green Card to drive abroad within the countries above. **Your Certificate of Insurance** includes international cover for a maximum of 90 days in a single **period of cover** on a third party basis only.

If **you** bought breakdown assistance, this only operates in the **United Kingdom** and the Isle of Man.

2. If you want full policy cover abroad

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

We will allow up to 90 days cover per **policy** year.

This extension does not give **you** the same cover as **you** have in the **United Kingdom**:

- it will not apply to Optional Extras. For example, if **you** have purchased breakdown cover, this can't be used abroad and
- if **you** have an accident abroad, a **courtesy car** won't be available, as **our** recommended repairer network is only available in mainland **UK**.

3. Customs duty

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

No claim discount

What you need to do.

- When **you** buy **your policy**, if **we've** been unable to verify **your** No Claim Discount (NCD) entitlement using the 'NCD database', **you'll** need to provide **us** with proof in the form of **your** latest renewal invitation or letter from **your** previous Insurer, which confirms the cancellation of **your policy** and the NCD entitlement.
- It's important **you** send this to **us** within 21 days from the start date of **your policy** otherwise **we** will cancel **your policy**. Please refer to the cancellation section within this booklet for more details. A **fee** will apply.

What happens to your NCD if a claim is made under your policy?

- If **we've** been unable to recover all our losses in relation to the claim - known as 'non recoverable' or '**fault**' claim, **your** NCD entitlement will be reduced at renewal to the amount shown on **your Schedule**. The full NCD step back table is shown below.

NCD years at the start of the period of insurance	NCD entitlement per non recoverable claim		
	1 claim	2 claims	3 claims
0 to 2 years	Nil	Nil	Nil
3 years	1 year	Nil	Nil
4 years	2 years	Nil	Nil
5 or more	3 years	1 year	Nil

If **you** allow someone to drive **your car** when they're not insured to do so and they are involved in an incident that results in a non recoverable claim, **your** NCD will be reduced.

- The following claims will not affect **your** NCD:
 - Windscreen damage claims which fall under Section 4
 - Emergency medical treatment **fees** paid under Section 1(4)



- Claims where **we** have been able to recover all **our** losses on **your** behalf - also referred to as a 'recoverable' or 'non **fault**' claim
- Claims where the Third Party responsible for the damage has been identified* and they're not insured. (* **We** will need the driver's name, address and vehicle registration number)
- Vandalism claims if the incident has not been caused by another vehicle, has been reported to the police and a crime reference number can be provided
- Any claims under the Optional extras cover.

What happens if you don't make a claim?

- **Your** NCD will increase by one year every time this **policy** is renewed, up to a maximum of 20 years.

No Claim Discount Protection

- If **you** purchased NCD protection as an enhancement when **you** purchased or renewed **your policy** **your** NCD will not be reduced during the **policy** period regardless of the number of claims **you** make.
- If **you** make changes to **your policy** during the year which results in you no longer being eligible for this enhancement, **we** may remove it.
- By adding NCD protection to **your policy**, **your** premium may still increase at renewal whether or not **you** have made a claim, due to other rating factors which may apply. At renewal, depending on the number of claims or incidents recorded on **your policy**, **we** may be unable to offer **you** a renewal quote.
- If **you** haven't protected it and a non recoverable claim(s) is made against **your policy**, **your** NCD will be reduced as shown in the table above.
- Please also refer to the General Exceptions and Conditions which apply to Sections 1 to 7.

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 occurs while **your car** is being:

- driven or left unattended by someone who is not named on **your Schedule**
- driven by anyone (including **you**) who doesn't have a valid driving licence or is breaking the conditions of their licence.
- used for a purpose not covered in **your Schedule**.
- used for hire or reward or carrying passengers for profit.
- repaired not on a road or other public place. This means **you** are not covered if repairs (which includes **modifications**) are carried out on private ground or business/garage premises without the authority of the business/garage.

This does not apply if **your car** is:

- being serviced or repaired by someone who is in the motor trade and has the authority of the business/garage;
- stolen or taken without **your** permission, unless it is a **family member** or someone living with **you** (see 'Exceptions which apply to sections 2, 3 and 4'); or
- being parked by an employee of a restaurant or hotel as part of a car parking service.

2. Contracts

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

3. Radioactivity

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

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

4. War

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

5. Riot

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

6. Terrorism

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.

7. 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.

8. 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**.

9. Pressure waves

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

10. 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:

- in a race, formally or informally against another motorist
- on a motor racing track,
- on a de-restricted toll road,
- at an off road event, such as a 4 x 4 event,
- whilst greenlaning
- on an airfield or
- on the Nürburgring.

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

11. Pets

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



12. Explosives, liquefied gases and/or other chemicals

Any liability, loss, damage, cost or expense caused by cars carrying explosives or carrying liquid petroleum or gas or other chemical substances other than in small quantities for;

- the cars propulsion,
- medical use or
- domestic purposes.

13. Cyber attack or events

We will not pay for loss, damage, disruption or any liability cause by a:

- cyber event
- computer virus
- malfunction or user error of a system, computer or network.

General conditions which apply to Sections 1 to 7

You must keep to these **policy terms**; if **you** do not, in some circumstances **your policy** may be invalid or cancelled, a claim may be refused or a payment could be reduced. If **you** are unsure about any of these **terms** please contact **esure**.

1. Correct Information

You must give **us** correct information. If **you** fail to do so and:

- **your** failure was deliberate or reckless, **we** will either:
 - treat **your policy** as if it never existed, refuse all claims and keep any premium **you** have paid; or
 - cancel **your policy** immediately and keep any premium **you** have paid; or
 - if **your** failure occurs during a change to **your policy** **we** will cancel or treat **your policy** as if it never existed from the date of that change, refuse subsequent claims and keep any premium **you** have paid. **We** will also be entitled to any of the annual premium which remains due.
- **Your** failure was careless and **we** would not have issued **your policy** had **you** told **us** the correct information, **We** will treat **your policy** as if it never existed and return any premium **you** have paid. If **your** failure occurs during a change to **your policy** **we** will treat **your policy** as though the change was not made and where appropriate return any additional premium charged for the change. **You** may want to cancel **your policy** if it does not meet **your** needs (see **Policy Cancellation**).
- **Your** failure was careless and **we** would have insured **you** on different **terms** had **you** given **us** correct information **we** will:
 - alter the **terms** of **your policy** to those **we** would have imposed when **your policy** began or was changed (other than those relating to premium); and reduce the amount paid or payable on any claim in proportion to the amount of the additional premium **we** would have charged.

2. Alteration Condition

You must tell **us** as soon as possible of any change to the information **you** have provided or any new information that could affect **your policy**. Examples of information **you** must tell **us** about include but are not limited to:the following:

- Before **you** need the cover to start:
- If the main user of the car changes from the person stated on **your Certificate of Insurance**.
- If the registered keeper of the car changes or if **you** no longer live with the registered keeper.
- **Your car** is modified from the manufacturer's standard specification. This includes Optional Extras fitted to the car when new by the manufacturer or dealer which improves its value, performance, appearance or attractiveness to thieves.

- **You** want to use **your car** for a purpose not included in **your Schedule**.
- **You** or any driver covered under the **policy** change occupation
- **You** change:
 - **your car** and/or registration number
 - **your** annual mileage
 - the address **you** normally keep **your car** at or the address where **you** normally live

Tell **us** immediately **you** or any driver covered by **your policy**.

- becomes aware of any medical or physical condition which may affect their ability to drive.
- is banned from driving.
- is charged with, or convicted of, any offence including fraud, arson and dishonesty. **We** also need to be told of any prosecutions that are pending.
- is no longer a permanent resident of **Great Britain** has had a any **policy** treated as though it never existed or cancelled or has had special **terms** imposed.

Tell **us** before **your** next renewal date if **you** or any driver covered under **your policy**

- is convicted of a motoring offence including convictions, **endorsements**, fixed penalty notices and speed camera offences
- is involved in an accident whilst driving another vehicle or makes a claim on another car **policy** including claims for damage and theft.

If there are any changes to **your** circumstances when **you** tell **us** we will re-assess **your** cover. This may lead to a change in **your** premium, an alteration of **your policy terms** or cancellation of **your policy** (see **Policy Cancellation**). **We** do not have to accept any request to alter **your policy** when **you** contact **us**.

3. Fraud

If **you** or anyone acting for **you** deliberately or recklessly misrepresents information at any time and:

- submits to **us** any false or forged information in relation to **your policy**;
- makes a fraudulent, false or exaggerated claim;
- makes a false statement in support of a claim;
- submits a false or forged document in support of a claim; or
- makes a claim for any loss caused by **your** willful act or caused with **your** agreement, knowledge or collusion.

We may refuse to pay any claim(s) and may either cancel **your policy** immediately on the grounds of fraudulent activity or treat **your policy** as if it never existed. **We** will keep any premium **you** have paid and seek recovery any sums paid after the deliberate or reckless act. **We** may also notify the relevant authorities and they may consider criminal proceedings.

All other policies and products **you** have with **us** may also be cancelled or treated as though they never existed. **We** will seek to recover any costs **we** have incurred.

4. Accidents or losses

As soon as **you** become aware of an incident such as an accident, theft, fire or water damage that results in death, injury, damage or loss, **you** must tell **us**, even if it looks like there's no damage to **your car**. This is regardless of whether it may lead to a claim under **your policy** or not.

- If **you** receive correspondence or are contacted by a third party relating to an incident, or receive any notice of prosecution, inquest, or fatal accident enquiry, or **you** are sent a summons or claim form from court or a solicitor's letter regarding a claim, **you** must notify **us** and send the document to **us** immediately, unanswered – quoting **your policy** number.
- Failure to comply with the above may result in additional costs being incurred by **us** which **you** may be liable for and **we** may recover these costs from **you**.



5. Claims procedure

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

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

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

You must share with **us** all information **we** require to assist with **our** assessment of **your** claim. This includes data collected and stored within **your car's vehicle system**, including but not limited to GPS data, crash data, driving performance data and data related to active and inactive features within **your car** at the time of the incident.

6. Claims information

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

7. Other insurance

If **you** have other insurance which covers the same loss, damage or liability, **we** won't pay more than **our** share of **your** claim. This doesn't apply to Personal accident benefit.

8. Taking care of your car

You must:

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

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

9. Car sharing

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

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

10. Changes to your policy

If **you** make any changes to **your policy** details or cover at any time during the **period of cover**, an administration **fee** will apply. The current **fees** are shown in **Your** Agreement with esure Services Limited.

11. Suspending your cover

If **you** ask **us**, **we** will:

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

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

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

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

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

12. Car registration

Your car, or any car **you** may drive under the “driving other cars” extension if **you** have this, must be registered in the **UK** with the Driving and Vehicle Licensing Authority (DVLA).

13. Claims as a result of drink or drugs

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

14. Paying your premium

You must pay **your** premium (including the Insurance Premium Tax). If **you** owe **us** money or **you** are in breach of **your** credit agreement **we** will contact **you** and ask for payment. If **we** don't hear from **you** **we** will write again giving **you** a final date for payment. After this, if **you** still haven't paid, **we** will cancel **your Policy**. **Your** credit agreement may also be cancelled.

15. Renewal

- Before the renewal date of your policy, esure will provide you with details of the terms on which your policy may be renewed and any changes to your policy cover. esure will also tell you what you
- If you pay your premium by direct debit, your policy will automatically be renewed on these terms provided to you in advance of your renewal date.
- If you pay your premium by credit/debit card and you have agreed to 'Continuous Payment Authority' (CPA), your policy will automatically renew using the payment details you have given. Your renewal documents will tell you whether your policy will renew on this basis.
- Important: If you don't want to renew your policy, please call esure on 0345 603 7879 at least five days before your renewal date. If you don't, the premium may be applied for from your bank or building society.
- If you wish to change your method of payment or payment details, please contact esure at least five days prior to your renewal date to arrange this.



16. Automated Systems

Your Semi-Automated or Connected Vehicle must be:

- maintained in accordance with the manufacturer's instructions;
- used and driven in accordance with the manufacturer's instructions to include observing the driving conditions for which they are intended;
- updated with any software or system update as soon as reasonably possible.

You, or anyone acting on your behalf, must not interfere or tamper with a vehicle system. Where you fail to comply with this term we may not pay any claim and we may recover costs incurred by us from you or anyone acting on your behalf.

17. Car Battery

If your car battery is leased or hired and a claim for loss or damage occurs, we may be required to pay the owner, lessor or hirer of the battery out of any settlement agreed.

18. Recovery from Third Parties

If we pay a claim which results from a failure of a Semi-Automated or Connected Vehicle or vehicle system, we may seek to recover our losses from the supplier, manufacturer, service provider or distributor. You must co-operate with us and provide any information required to assist us with the recovery of our losses, whether your policy with us is in force or not. Rights of recovery against the supplier, manufacturer, service provider or distributor in such circumstances will automatically be assigned to us.

19. Contracts (Rights of Third Parties) Act 1999

No third party will have any right, or be able to enforce any term of this policy, under the Contracts (Rights of Third Parties) Act 1999 or any similar or successor legislation. This does not affect the rights or remedies available to a third party which exist apart from this Act.

Endorsements which may apply to your policy

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

1. Excluding accidental damage

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

2. Cover restricted to third party only

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

3. Excluding personal accident benefits

Section 5 (1) does not apply.

4. Excluding windscreen damage

Section 4 does not apply.

5. Excluding medical expenses

Section 5 (2) does not apply.

6. Excluding personal belongings

Section 5 (4) does not apply.

7. Cover suspended except for fire and theft

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

8. All cover suspended

All cover under **your policy** is suspended.

9. Excluding drivers under 21 years

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

10. Excluding drivers under 25 years

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

11. Excluding drivers under 30 years

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

12. Motor caravans

Your policy does not cover:

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



13. Tracker Endorsement

We will not cover loss of or damage to **your car** or its contents under Section 3 of the **policy** booklet (theft or attempted theft) unless a tracking device is fitted to **your car**. This tracking device must be in full working order at all times, and active with a current network subscription or air time contract.

Policy Cancellation

Your right to cancel your policy including any Optional Extras

You can cancel **your policy** at any time.

How to cancel

Call 0345 607 0417. **esure** is open Monday to Friday 8am to 8pm, Saturday 9am to 5pm and Sunday 9am to 2pm.

Important points to consider before cancelling

- **Your policy** can only be cancelled from the date **you** call or any later date that you ask.
- When **you** cancel **your car** insurance, all cover provided by the Optional Extras will automatically be cancelled at the same time.
- **You** must still pay any the appropriate premium due.
- **You** will also be charged a **fee**. Details of **fees** can be found in **your esure** Agreement..
- If **you** or **we** cancel **your policy** or any Optional Extras, **you** will not be covered for any accident or incident that occurs after cancellation.
- If **you** cancel **your** direct debit this does not mean that **you** have cancelled **your policy**.

What it will cost when you cancel your car insurance and Optional Extras:

You have 14 days from the date **you** receive **your policy** or the date **your policy** starts, whichever is the later, to cancel **your policy**. If **you** cancel within this 14 day period **you** will receive a refund of the premium paid less a **fee** charged by **esure**. If **you** cancel before the date **your policy** starts, **you** will receive full refund and no **fee** will be charged.

After 14 days **you** may cancel **your policy**. **You** will not receive a refund of the Optional Extras purchased except breakdown assistance cover. For **your** motor cover and breakdown assistance cover **we** will refund that part of **your** premium not yet used less a **fee** charged by **esure**.

We will not refund **your** premium if **you** have made a claim or **you** have been involved in an incident. In this situation **we** will cancel **your policy** but **your** full annual premium will remain due plus the **fee esure** charges. If **you** pay by credit instalments, **you** must still pay the balance of the full annual premium.

Our right to cancel your policy

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

- Where **we** have been unable to collect a payment (premium or credit installment) **we** will write to **you** requesting payment by a specific date. If **we** do not receive payment by this date we will write to **you** again notifying **you** that payment has not been received and giving **you** seven days notice of a final date for payment. **We** will also tell **you** that if payment is not received by this final date **your policy** will be cancelled. If payment is not received by that final date **we** will cancel **your policy** with immediate effect and notify **you** in writing that such cancellation has taken place. **Your** credit agreement may also be cancelled. **We** may also refer **your** details to a debt collection agency and **your** credit rating may be impacted;

- Where **you** are required in accordance with the **terms** of this **policy** to cooperate with **us**, or send **us** information or documentation and **you** fail to do so in a way that materially affects **our** ability to process a claim, or **our** ability to defend **our** interests. In this case **we** may issue a cancellation letter and **we** will cancel **your policy** if **you** fail to co-operate with **us** or provide the required information or documentation by the end of the seven day cancellation notice period;
- Where **we** do not receive evidence of **your** no claim discount within 21 days from the start date of **your policy**. If **we** have not received such evidence by the end of the 21 day period **we** will issue a cancellation letter and **we** will cancel **your policy** if **we** do not receive evidence of **your** no claim discount by the end of the seven day cancellation notice period;
- Where there is a material failure by **you** to take care of **your car** as required by the paragraph headed "Taking care of **your car**" in the General Conditions applying to Sections 1 to 7 of **your policy**;
- Where **we** identify serious grounds such as the use of or threat of violence or aggressive or abusive behaviour, intimidation or bullying towards **our** staff, agents, suppliers or **our** property.
- If **we** cancel **your policy**, and **you** have made a claim or been involved in an incident **you** will still have to pay the full premium plus the **fee esure** charges. If **you** have not made a claim or been involved in an incident **you** will have to pay the premium for the **period of cover you** have used plus the **fee esure** charges. In some cases this will result in you receiving a refund of the part of your premium you have not yet used less any **fee** that applies. The current **fees** are shown in **your** Agreement with **esure**.
- If **we** cancel **your car** insurance at any time, **we** will automatically cancel any cover provided by the Optional Extras. The premium **you** paid for these Optional Extras will be refunded less a pro rata charge for the time **you** have been on cover unless **you** have made a claim.

Immediate cancellation

We also have the right to cancel **your policy** immediately where **we** have reasonable grounds to believe **you** or anyone acting for **you** has deliberately or recklessly provided inaccurate information or acted fraudulently. **We** may keep any premium **you** have paid. **We** may also cancel any other **policy you** have with **us**. Please see General Conditions 1 and 3.



Our complaints procedure

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

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

The majority of problems can be put right with just one phone call so please follow the steps below:

Step One

If it's about **your** claim please call **us** on:
0345 607 7294 Car Claim

If it's about anything else then call **us** on:
0345 601 7191 Car Insurance

Every effort will be made to sort things out for **you** within 3 days. Once **we've** resolved **your** complaint **we** will send **you** an email or letter just to confirm **you're** happy with what's been agreed – this is a Summary Resolution Communication. This will tell **you** about the complaints service **we** offer and how the Financial Ombudsman Service can help, should **you** need it.

Step Two

When a complaint can't be resolved quickly or **you** aren't happy with the initial resolution **our** Customer Relations team are here to help **you**. This is a dedicated team **who** will carry out an independent review for **you** and they act with full authority of **our** Chief Executive.

We'll contact **you** to tell **you** who will own **your** complaint and how long **you** can expect to wait for a decision. **We** will write to **you** with **our** view – this is known as a 'final decision' letter.

The email address is CustomerRelationsExec@firstalternative.com or **you** can write to:

Customer Relations Department
esure The Equinox
19 Cadogan Street
G2 6QQ

Step Three

If after considering **our** final decision or the outcome of Step One and **you're** still unhappy **you** can approach the Financial Ombudsman Service. They're an independent body that arbitrate on complaints about insurance and other financial services.

You have the right to refer **your** complaint to the Financial Ombudsman Service, free of charge. Although there are time limits for referring **your** complaint to the Ombudsman, **we** will agree to the Ombudsman considering your complaint even if **you** refer the complaint outside the time limits.

Their website has a great deal of useful information: www.financial-ombudsman.org.uk

You can contact them on;

Tel: 0300 1239 123 or 0800 0234 567

Email: complaint.info@financial-ombudsman.org.uk

Address: The Financial Ombudsman Service, Exchange Tower, London, E14 9SR.

You can also register a complaint about an online purchase with the European Union's Online Dispute Resolution platform (or ODR). Their website is <http://ec.europa.eu/consumers/odr/>. The ODR will simply pass **your** complaint to the Financial Ombudsman Service.



Key Contact Information



My Account

Whenever you want to, wherever you are, head to firstalternative.com/myaccount and you can:

- » Check your cover and payment details
- » Make changes and renew your policy
- » Download your documents
- » Register a claim (if yours was the only car involved)
- » Book a windscreen repair
- » See your loyalty offers



Live Chat

If you need help, you'll find it online. You can either talk to one of our specialists on **Live Chat** or just head to firstalternative.com/myaccount and click 'Need help?'.

Other handy contact details

Customer Services	0345 607 0417
Claims (If calling from abroad)	0345 607 7280 +44 141 332 4886
24-hour Legal Advice Helpline	0345 850 9596
24-hour Windscreen Helpline	0800 783 0122
24-hour Accident Recovery (If calling from abroad)	0800 028 8292 +44 141 248 8494

To use your Optional Extras

Motoring Legal Protection	0345 607 7280
24-hour Breakdown Assistance	0800 085 6859
24-hour Car Key Cover	0800 783 1468
Garage Key Cover	0800 085 7946
24-hour Misfuelling Cover	0800 085 7285

If you have a hearing or speech impairment, you can also contact us by specialised text phone. Simply add the prefix 18001 to any of our telephone numbers to use the Text Relay service.

Customer service phone lines are open

Monday-Friday 8am-8pm, Saturday 9am-5pm, Sunday 9am-2pm.

Claims phone lines are open

Monday-Friday 8am-8pm, Saturday 9am-5pm.

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