

First Alternative Car Insurance Policy Booklet



FIRST ALTERNATIVE

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

Please note this is a summary of your policy. Full details of the terms and conditions are contained in this Policy Booklet (as updated by any amendments to it that we have provided for you), your Schedule and Certificate of Motor Insurance. First Alternative car insurance, personal injury benefit, car hire benefit, key cover, misfuelling cover, excess protection and motoring legal protection cover are underwritten by esure Insurance Limited. Breakdown assistance cover is underwritten by RAC Motoring Services. You can choose the cover that suits your needs from:

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

You may also choose to add motoring legal protection, car hire benefit, personal injury benefit, key cover, misfuelling cover, and/or breakdown assistance cover each for an additional premium. The level of cover and options you have chosen, together with any endorsements that may apply to your policy, are shown in your Schedule. Your policy will run for 12 months unless specified in your Schedule.

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

Standard features and benefits of your car insurance policy

Features & benefits	Significant exclusions or limitations	Policy reference	Comprehensive cover	Third Party, Fire & Theft	Third Party Only
Legal Liability Unlimited legal liability cover for death or injury to other people and up to £20 million per event for damage to their property.		Section 1	✓	✓	✓
Driving other cars extension (applicable to the policyholder only)	Cover is limited to third party only and only applies as long as the car is not 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: <ul style="list-style-type: none"> the car has been manufactured for the carriage of up to eight people which is designed solely for private use and has not been designed, constructed or modified to carry goods. 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 United Kingdom, the Isle of Man or the Channel Islands you still have your car and it has not been sold, written off or damaged beyond cost-effective repair. 	Section 1	See your Schedule, Certificate of Motor Insurance and renewal updates for terms and conditions and eligibility.	See your Schedule, Certificate of Motor Insurance and renewal updates for terms and conditions and eligibility.	X
Damage to your car	The policy excludes <ul style="list-style-type: none"> 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 cost of draining fuel from your car in the event of misfuelling 	Section 2	✓	✓ Fire & theft claims only	X
New car replacement We will replace your car with a new one if your car is less than one year old at the date of damage and you or your partner are the first and only registered keeper, and if the cost of damage is more than 55% of the manufacturer's latest UK list price.	Only applies if the replacement car is available in Great Britain or the Isle of Man and anyone else who has an interest in your car agrees. If a suitable replacement car is not available we will pay you the price you paid for your car, its fitted accessories and spare parts or the manufacturer's latest list price (including taxes) whichever is less.	Sections 2 & 3	✓	✓ Fire & theft claims only	X

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

Features & benefits	Significant exclusions or limitations	Policy reference	Comprehensive cover	Third Party, Fire & Theft	Third Party Only
In-car entertainment 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 car's original specification permanently fitted from first registration. For mobile or portable equipment not permanently fitted to your car, cover is limited to the amount specified for personal belongings in your Schedule.	Sections 2 & 3	✓	✓	X
Fire and theft cover 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 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.	Section 3	✓	✓	X
Motoring legal advice helpline Available anytime day or night.		Section 5	✓	✓	✓
Cover abroad We can provide full policy cover for trips abroad.	Your car must be registered in the UK or Isle of Man and not kept outside these jurisdictions for more than 90 days in a period of cover. You must notify us of all trips if you want full policy cover while travelling abroad. Foreign use cover charges may apply.	Section 6	✓ Available on request	✓ Available on request	X
No claim discount protection for life 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
General conditions which apply to Sections 1 - 7.	If the driver involved in an incident is unfit to drive through drink or drugs or their alcohol blood level proportion is over the legal limit or is charged with or convicted of failure to supply a specimen when requested by the police or other official body, our liability will be limited to that required by the RTA. This means that the car will not be covered and we may seek to recover any costs paid to any third parties from you or the driver of your car.	General conditions which apply to Sections 1- 7	✓	✓	✓
Guaranteed repair work Repair work is guaranteed for 5 years if you use one of our recommended repairers.	Please note that the recommended repairer network is only available in mainland UK and does not extend to any islands which form part of the UK unless we inform you otherwise. This guarantee covers labour; parts fitted are subject to the manufacturer's warranty. Your statutory rights are not affected. If the repairs to your car are not completed by one of our recommended repairers, your claim will be subject to an additional £200 excess and all other recommended repairer benefits will not be available.	Claims service section	✓	✓	X
Courtesy car A courtesy car is provided while your car is being repaired by one of our recommended repairers.	A courtesy car is not available if your car is stolen or if we decide that your car is a total loss. Please note that the recommended repairer network is only available in mainland UK and does not extend to any islands which form part of the UK unless we inform you otherwise.	Claims service section	✓	X	X

Optional features and benefits of your car insurance policy

Features & benefits	Significant exclusions or limitations
<p>Motoring legal protection Motoring legal protection This Optional Extra can be used to:</p> <ul style="list-style-type: none"> • help you recover losses not covered by your car insurance policy when you are involved in a road traffic accident that was partly or wholly the fault of another party. It provides up to £100,000 of cover for legal costs to help pursue recovery of losses not covered by your car insurance policy from the other party responsible for the accident. • provide up to £100,000 of cover for legal costs to defend you if you are prosecuted for a motoring offence. • Provide up to £10,000 of cover for legal costs to represent you in a dispute with the police, government agency and/or insurer if your car is seized due to a failure in communication between your insurer and the Motor Insurance Database, or if factual information is incorrectly recorded about the insured vehicle or your driving record which adversely affects you. 	<p>Cover for legal costs will only be provided where we and your authorised representative believe that:</p> <ul style="list-style-type: none"> • there are reasonable prospects of successfully recovering losses not covered by your car insurance policy; or • in relation to defence of a motoring prosecution, we can successfully secure an acquittal or an improved outcome. <p>Claims in respect of Defence of prosecution are limited to the UK, the Isle of Man and the Channel Islands.</p> <p>For all Defence of motoring prosecution claims and motoring database disputes, you must ring the motoring legal advice helpline in the first instance on 0345 850 9596. We will not pay for any legal costs for:</p> <ul style="list-style-type: none"> • pursuing any claim for repair (including repairs where you enter into a credit agreement with another party) when you have a comprehensive policy but did not use it to claim for damage to your car, unless the cost of repairs is less than your policy excess. • disputes where there are no reasonable prospects of changing information held about the insured vehicle or your driving record • disputes relating to incorrect information being held about your credit history or other non motoring related information • in relation to motoring database disputes, this cover is limited to rectifying inaccurately recorded information and not challenging decisions or judgements made by insurers or the police/government agencies
<p>Breakdown assistance 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.</p>	<p>The cost of labour in excess of one hour and the parts required for repair are not covered. Charges vary depending on the cover selected.</p>
<p>Personal injury benefit This provides set benefits up to £30,000 to an insured person in the event of an accident that results in bodily injury during the period of cover, or up to £100,000 to the policyholder or named driver whilst driving in the insured vehicle which is involved in a fault accident claim.</p>	<p>Set amounts per stated type of injury as described in the policy wording, to a maximum of £30,000, or a maximum of £100,000 in the event of a fault accident claim. Pre-existing conditions and deliberate acts. Insured person under influence of drink or drugs. Incidents outside the personal injury territorial limits.</p>
<p>Car hire benefit This provides a hired car for up to 21 days, if a claim is made under Section 2 and 3 of your policy, and we decide that your car is a total loss or it has been stolen and not recovered.</p>	<p>Costs incurred during the period of the car hire e.g. parking fine. Any claim not reported within 14 days. Any hire later than 48 hours after the settlement payment is issued to the policyholder or no later than the 21st day of hire (whichever comes first.)</p>
<p>Key cover This provides cover to retrieve car keys locked in your car, broken in the lock, stolen, lost or locked in a property. It also provides cover for garage keys. If your locks and keys need replacement we will reimburse you up to £1,500 of the cost. Provides transport for you, up to 8 passengers and your car to the garage. Also includes a hire car or alternative transport costs up to £150 and/or £200 hotel accommodation if it is required.</p>	<p>We will not pay more than £200 for overnight hotel accommodation, £150 for a hire car, £1,500 for replacing the locks on your car, and no more than £2,000 in a period of cover for all solutions combined. You will need to provide a crime reference number within 3 days where there has been a theft of keys or a lost property number from the police where you have lost your keys.</p>
<p>Misfuelling cover This provides you with cover if you have accidentally added the wrong fuel to your car. We will either transport you, up to 8 passengers and your car to a garage to flush the fuel system or flush your tank at the roadside. We will then provide you with 10 litres of the correct fuel to help complete your journey and you can reclaim another £25 of fuel from us. If replacement parts are needed we will cover up to the first £50 for the parts and fitting. Also includes a hire car up to £150 to complete your journey and/or £400 hotel accommodation if it is required, for one night.</p>	<p>If the engine has been damaged after the misfuelling, then this cover will not apply. An accidental damage claim will need to be made. We will not pay more than £400 for overnight hotel accommodation, £150 for a hire car, and no more than £750 for all solutions combined per misfuelling incident, or more than £1,500 in any one period of cover. No more than two misfuelling incidents in a period of cover.</p>

Features & benefits	Significant exclusions or limitations
<p>Excess protection In the event of a claim for loss or damage made under Sections 2 or 3 of the policy during the period of cover, for which you are liable to pay an excess, we will pay a certain amount of your excess. We will pay the following excesses. For claims under Section 2 of your policy, the combined total of the voluntary vehicle damage excess, compulsory vehicle damage excess and the driver specific vehicle damage excess for the main driver on the policy, as shown in your Schedule. If you choose to use your own repairer, then the additional policy excess for doing so will not be applied to your claim. For claims under Section 3 of your policy, the amount will be the excess for fire or theft, as shown in your Schedule.</p>	<p>The maximum we will pay is the combined excess applicable to the main driver, as shown in your Schedule, up to a maximum of £1,000. The protection can only be used once in a policy year and you must claim within 45 days of the accident. There is no cover for windscreen only claims or where the cost of repairs for your car is less than the applicable excess.</p>

Cancellation rights

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

No Claim Discount

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

If we do not receive this within 21 days from the start date of the policy, we will cancel your policy giving you 7 days notice. We will do this in writing. If we cancel because we did not receive your proof of no claim discount, a cancellation fee will apply. The current fees are shown in Your Agreement with esure Services Limited.

Continuous Payment Authority (CPA)

If you pay by credit or debit card, we'll ask you if you would like us to store your card details securely on file. This means:

- any amendments can be made quickly and easily.
- your policy will automatically renew.
- we will take payment up to three days before your renewal date.

Please contact us at least five days before your renewal date if you don't wish to renew your policy or if you want to change your method of payment.



Welcome to First Alternative

Thank you for choosing car insurance from First Alternative.

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

Your policy consists of:

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

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

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

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

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

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

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

Information about your contracts

You will enter into two separate contracts when you take out an insurance policy through esure. The first contract is with esure Services Limited for arranging and administering your insurance policy, who shall charge you arrangement and administration fees for providing this service. Further details can be found in Your Agreement with esure Services Limited.

The second contract is with esure Insurance Limited, for providing your insurance who shall charge you a separate premium inclusive of insurance premium tax. Their terms and conditions are set out in this document and your statement of insurance, and schedule. The new business arrangement and administration fees and insurer premium will form the cost of the insurance.

Reporting a claim to us

Please tell us as soon as you become aware of an incident that may be connected to your cover, such as an accident, water damage, theft, theft/loss of keys, or fire regardless of whether the incident may or may not give rise to a claim. You can call our claims team on 0345 607 7280 Monday to Friday 8am - 8pm and Saturday 9am - 5pm.

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

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

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

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

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

Claims service

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

Excellent service

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

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

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

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

Our recommended repairer service

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

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

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

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

Our courtesy car service

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

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

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

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

This courtesy car will be available for the duration of the repairs, even if the policy is cancelled or lapses during the repair period.

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

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

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

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

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

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

What to do if you have an accident

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

- You must stop if any other person or animal has been hurt, or if any other vehicle or property has been damaged. **DO NOT DRIVE AWAY.**
- Make sure you obtain the names, addresses and telephone numbers of any drivers, passengers or pedestrians involved in the accident and any witnesses. You should also ask the drivers of other cars involved for the name of their insurance company and their policy number, if they have it. They are obliged to provide this information under the Road Traffic Act. If possible, please note the registration number(s) of the vehicle(s) involved and if the vehicle is a lorry, please also obtain the cab number.
- Make a note of how many passengers were in each vehicle involved and whether any of them appeared injured or complained of any injury.
- Call the police if anyone is hurt or if the other driver leaves without stopping or does not give their details.
- Where possible, and if it is safe to do so, take some photos of the accident scene, the positions of the vehicles and the damage to the vehicles involved.
- You must be prepared to show your Certificate of Motor Insurance to the police or anyone else involved in the accident if anyone was injured or property damaged.
- Never admit blame or liability for an accident or offer to make a payment for any damage caused.

- If you are involved in an accident, you must tell us. This is regardless of whether the accident may or may not give rise to a claim. Simply call our claims team on 0345 607 7280. This enables us to resolve your claim quickly and efficiently, helps us reduce the cost and allows us to protect your, and our, interests.
- If your car is not driveable after the accident, call 0800 028 8292 to arrange recovery of your car.

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

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

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

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

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

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

Tell us anything else you feel may be relevant.



Meaning of words and terms

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

Administration Fee, Cancellation Fee

The amount we charge if you change or cancel your policy. This is payable to esure Services Limited

Certificate of Motor Insurance

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

Endorsement

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

Excess, excesses

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

Market value

The market value is the amount you could reasonably have expected to sell your 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 inappropriate fuel for the type of engine.

Modifications

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

Partner

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

Period of cover

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

Policy

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

Schedule

The document headed Car Insurance Schedule containing the statements made and information provided by you or for you when you applied for cover. It also identifies you as the policyholder and sets

out details of the cover provided by your policy. It shows who can drive your car and the purposes for which your car can be used. It also shows whether you have cover under Section 1 (Liability to other people and their property) when you are driving any other car.

Terms

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

Trailer

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

United Kingdom, UK

England, Scotland, and Wales, Northern Ireland.

We, us, our, the company

esure Insurance Limited.

You, your

The person named as the policyholder in your Schedule.

Your car

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

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

Your Policy

The contract of insurance

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

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

Governing law

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

Language

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

Your cover

If your cover is detailed in your Schedule as:

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

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

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



Liability to other people and their property

1a. Cover for your liability to third parties

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

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

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

1b. Driving other cars

If your Schedule says so, your policy provides the same cover as Section 1a (above) when you are driving any other car as long as it is not a car 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 which is designed solely for private use and has not been designed, constructed or modified to carry goods
- there is no other insurance in force which covers the same claim
- you have the owner's permission to drive the car
- the car is insured by the owner
- the car is being driven in the UK, the Isle of Man or the Channel Islands
- you still have your car and it has not been sold, 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
- your or your partner's employer or business partner whilst your car is being used for business purposes providing your Schedule permits use for such purposes, unless your car is owned by, leased or hired to your or your partner's employer or business partner.
- 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.

5. Our right to get back what we have paid

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

The most we will pay under Section 1

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

What is not covered under Section 1

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

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

Car audio, navigation and entertainment equipment

We will pay up to the policy limit shown in your Schedule for loss of, or damage to, in-car audio, television, DVD, phone, games-console, electronic navigation or radar detection equipment permanently fitted to your car. If the equipment is part of the 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.

ADAS (Advanced Driver Assistance Systems)

If you have this equipment installed and you are involved in an accident which causes other damage to your car, we'll pay to recalibrate the camera as part of your accidental damage claim.

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 or the Isle of Man and anyone else who has an interest in your car agrees.

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

Car audio, navigation and entertainment equipment

We will pay up to the policy limit shown in your Schedule for loss of, or damage to, in-car audio, television, DVD, phone, games-console, electronic navigation or radar detection equipment permanently fitted to your car. If the equipment is part of the 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.

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 car.
- Recalibrating of any mechanical or electrical cameras or equipment.

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

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

The territorial limits of the cover 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 or the Isle of Man and is usually equivalent to the third party only cover available in the UK or the Isle of Man, with no cover for damage to your car.

You don't need a Green Card to drive abroad within the countries above. Your Certificate of Motor 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 any administration fee charged by esure Services Limited, 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

When you buy your policy, if we've been unable to verify your No Claims Discount (NCD) entitlement using the 'NCD database', you'll need to provide us with proof of this in the form of your latest renewal invitation or a letter which confirms the cancellation of your policy and your No Claim Discount entitlement from your previous insurer.

It's important you send this to us within 21 days from the start of your policy otherwise we will cancel your policy. Please refer to the cancellation section within this booklet for details of the process. A cancellation fee will apply.

If no claims have been made under your policy during the policy year, at renewal your No Claim Discount years will increase and we'll discount your policy to reflect this.

If a claim is made under your policy which we have paid for on your behalf, known as a non-recoverable claim, your No Claim Discount entitlement will reduce at renewal by the amount shown on your Car Insurance Schedule. To see the full step back scale including the effect of making more than one non-recoverable claim, please refer to the 'FAQ' section of our website.

If you allow someone to drive your car when they are not insured to do so and they have an incident that results in a non-recoverable claim involving a third party, your No Claim Discount will be reduced.

Our maximum number of years for No Claim Discount entitlement in the first period of insurance is five years. This means that if you've provided evidence of more than five years No Claim Discount at inception, this will count as five years and be stepped back from this amount if a non-recoverable (fault accident) claim is made.

The following claims will not reduce your No Claim Discount:

- Windscreen damage claims which fall under Section 4 of the policy
- Emergency medical treatment fees paid under Section 1 (4)
- Claims where we have been able to recover all our losses on your behalf
- Claims where the Third Party responsible for the damage has been identified* and they are not insured. *(We will need the driver's details and their 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 made under the Optional Extras cover.

No Claim Discount protection for life

If you have four or more years No Claim Discount you may be able to protect it for the life of your policy for an additional premium, providing you're eligible for this Optional Extra. If you do, your No Claim Discount will not be reduced regardless of the number of claims you make. You can only add protected No Claim Discount for life at the start of your policy or at renewal.

If you make changes to your policy during the year which results in you no longer being eligible for this additional cover, we may remove it.

By adding No Claim Discount for life to your policy, your premium may still increase at renewal if you've 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.

In line with the rest of the market, if you haven't protected it, your No Claim Discount will be reduced by two years for each non-recoverable claim within a policy year.

What happens to your No Claim Discount if you make a claim in the first year of insurance?

If you have five years or less when you buy your policy and you make a claim, your No Claim Discount will be reduced by two years. Please see the table below for further information:

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	Nil	Nil	Nil
3	1 year	Nil	Nil
4	2 years	Nil	Nil
5	3 years	1 year	Nil
5+ at inception	3 years	1 year	Nil

What happens if you make a claim in subsequent renewal years?

If you have five years or less and you make a claim, your No Claim Discount will be reduced by two years. Once you have six or more years the scale changes and includes your loyalty bonus years, as per the table below:

NCD years at the start of the period of insurance	NCD entitlement per non recoverable claim		
	1 claim	2 claims	3 claims
5 years NCD	3	1	Nil
+1 loyalty year	4	2	Nil
+2 loyalty years	4	3	1
+3 loyalty years	5	3	1
+4 loyalty years	6	4	2
+5 loyalty years	7	4	2

What happens if you don't make a claim?

Your No Claim Discount will increase by one year, every time this policy is renewed. After our maximum of 5 years is reached, we'll give you a loyalty bonus every year after that.

Cancelling your policy and Optional Extras

How to cancel

Call us on 0345 607 0417 during our office hours. We are open Monday to Friday 8am to 8pm, Saturday 9am to 5pm and Sunday 9am to 2pm.

Important points to consider before cancelling

- We can only cancel your policy from the date you ring us or later.
- When your policy is cancelled, all cover provided by the Optional Extras you bought will automatically be cancelled at the same time.
- When you ask us to cancel your policy, any premium, including any administration or cancellation fee owed must be paid to us.
- If any incidents have arisen during the period of cover and a claim has been made by you, or against you, we will cancel your cover if you ask us to but not refund any premium. If you are paying by instalments, you must still pay us the balance of the full annual premium. If you or we cancel your policy or any Optional Extras, you must pay all costs you incur in relation to the claim after cancellation.
- Non payment of any outstanding premium may result with the debt being referred to a debt collection agency.
- If you cancel your direct debit this does not mean that you have cancelled your policy.

What happens when you cancel your policy and Optional Extras:

Within the 14 day cooling off period

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

As long as no incidents have arisen which could result in a claim under your policy, we will refund the premium you have paid, less the cancellation fee that applies. The current fees are shown in Your Agreement with esure Services Limited.

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

After the 14 day cooling off period

As long as no incidents have arisen which could result in a claim under your policy, we will refund the part of the motor premium you have not yet used and the breakdown assistance if you bought it, less the cancellation fee that applies. We don't give a refund for all other Optional Extras. The current fees are shown in Your Agreement with esure Services Limited.

What happens when you cancel just Optional Extras:

Within the 14 day cooling off period

If you cancel your Optional Extras within 14 days of receiving your documents, or your renewal date, we will refund the premium you have paid as long as no incidents have arisen which could result in a claim.

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.

After the 14 day cooling off period

After the 14 day period, with the exception of breakdown assistance cover, we will not refund any of the premium you have paid and the full annual premium for Optional Extras will still be payable.



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

Our right to cancel your policy

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

- Where we have been unable to collect a premium payment. In this case we will contact you in writing requesting payment by a specific date. If we do not receive payment by this date we will write to you again notifying you that payment has not been received and giving you seven days' notice of a final date for payment. This letter will also notify you that if payment is not received by this date your policy will be cancelled. If payment is not received by that date we will cancel your policy with immediate effect and notify you in writing that such cancellation has taken place;
- Where you are required in accordance with the terms of this Policy Booklet to co-operate with us, or send us information or documentation and you fail to do so in a way that materially affects our ability to process a claim, or our ability to defend our interests. In this case we may issue a cancellation letter and we will cancel your policy if you fail to co-operate with us or provide the required information or documentation by the end of the seven day cancellation notice period;
- Where we do not receive evidence of your no claim discount within 21 days from the start date of the policy. If we have not received such evidence by the end of the 21 day period we will issue a cancellation letter and we will cancel your policy if we do not receive evidence of your no claim discount by the end of the seven day cancellation notice period;
- Where there is a material failure by you to take care of your car as required by the paragraph headed 'Taking care of your car' in the General Conditions applying to Sections 1 to 7 of this Policy Booklet;
- Where we reasonably suspect fraud; or
- Use of threatening or abusive behaviour or language, or intimidation or bullying of our staff or suppliers.
- Where you, any authorised driver, or any person acting for you provides false or inaccurate information when buying, amending or renewing a policy.

If we do cancel your policy, you will receive a refund of the part of your premium you have not yet used less the cancellation fee that applies. The current fees are shown in Your Agreement with esure Services Limited.

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

If we cancel your policy because we have been unable to collect the premium by direct debit instalments a cancellation fee will apply to take account of the costs in providing your policy and recovering any premium owed for the period of cover. The current fees are shown in Your Agreement with esure Services Limited.

General exceptions which apply to Sections 1 to 7

You are not covered for any of the following:

1. Who uses the car

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

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

This exception does not apply if your car is:

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

2. Contracts

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

3. Radioactivity

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

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

4. War

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

5. Riot

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

6. Use on airfields

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

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

7. Pollution

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

8. Pressure waves

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

9. Track days and off road events

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

- 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.

10. Pets

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

General conditions which apply to Sections 1 to 7

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

1. Your duty and revealing information

It is a condition of your policy that:

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

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

- you change your car
- if the main user of the car changes from the person listed in the Schedule
- if the registered keeper of the car changes
- if you no longer live with the registered keeper
- you make any modifications, alterations or changes to the manufacturer's standard specification for your car, including Optional Extras fitted to the car when new by the vehicle manufacturer or dealer which improves its value, performance, appearance or attractiveness to thieves. This includes, but is not restricted to, changes to the engine, engine management or exhaust system, changes to the bodywork, such as spoilers or body kits or changes to the windows, such as tinting
- you want to use your car for a purpose not included in your Schedule
- you become aware of any medical or physical condition of any driver covered by your policy which may affect their ability to drive
- you or any other driver covered by your policy are convicted of a motoring offence other than fixed-penalty parking offences or are banned from driving
- you or any other driver covered by your policy is involved in an accident whilst driving another vehicle or suffers a loss, such as a theft, of any other vehicle or makes a claim on any other motor insurance policy
- you change the address at which you normally keep your car
- you change the address where you normally live
- you keep your car at a different address to the one where you normally live
- you or any other driver covered by your policy are charged with, or convicted of, any offence, including fraud, arson or dishonesty, that is unspent under the Rehabilitation of Offenders Act. You must also inform us of any prosecutions pending
- you or any other driver covered by your policy change occupation
- you change your annual mileage
- you or any other driver covered by your policy cease to be a permanent resident of Great Britain, or the Isle of Man.

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

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

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

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



2. Accidents or losses

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

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

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

3. Claims procedure

You must not admit liability for or negotiate to settle any claim without our written permission. 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.

4. Other insurance

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

5. Taking care of your car

You must:

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

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

6. Car sharing

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

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

7. Changes to your policy

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

8. Fraud

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

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

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

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

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

9. Suspending your cover

If you ask us, we will:

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

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

- during the suspension period your car is not left on a public road, and is not used. This must be the case for the whole suspension period and this must be at least 30 consecutive days
- you give us notice before the suspension period begins and return the Certificate of Motor Insurance to us at that time. (We'll 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.

10. Car registration

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

11. 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.

12. Paying your premium

You must pay us your premium (including Insurance Premium Tax). If you owe us money we'll contact you, to ask that payment is made. If we don't hear from you, we will try again. After this, if we still haven't had a response from you, we may refer your details to a debt collection agency.



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.



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
First Alternative
The Observatory
Reigate
Surrey
RH2 0SG

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.

Important information

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

Credit reference agencies

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

Fraud prevention and detection

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

- Share information about you and your claim or information provided by you with other organisations and public bodies including the police and the DVLA.
- Check and/or file the details you provide with fraud prevention agencies, credit reference agencies and databases, including the DVLA. These agencies and databases may record the details you provide. If you give false or inaccurate information and we identify fraud, we will record this. We and other organisations may also use and search these agencies and databases from the UK and other countries to:
 - a) help make decisions about the provision and administration of insurance, credit and credit related services for you and members of your household
 - b) trace debtors or beneficiaries, recover debt, prevent fraud, and to manage your accounts or insurance policies
 - c) check your identity to prevent money laundering
 - d) check details of job applicants and employees
- Undertake credit searches and additional fraud searches.

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

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

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

Claims

Under the conditions of your policy you must tell us about any insurance related incidents (such as fire, water damage, theft or an accident) whether or not they will give rise to a claim. When you tell us about an incident, we will pass information relating to it to a database.

We may search these databases when you apply for insurance, in the event of any incident or claim, or at the time of renewal to consider terms and/or validate your claims history or that of any other person or property likely to be involved in the policy or claim.

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



Motor insurance database (MID)

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

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

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

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

It is vital that the MID holds your correct registration number. If it is incorrectly shown on the MID you are at risk of having your car seized by the police. You can check that your correct registration number details are shown on the MID at www.askmid.com

Information on products and services

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

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

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

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

Renewal information

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

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

If you pay your premium by credit/debit card and you have agreed to 'Continuous Payment Authority (CPA), we will automatically renew your policy using the payment details you have given us. Your renewal documents will tell you whether we are able to renew your policy on this basis.

Important: If you don't want to renew your policy, please call us on 0345 607 0418 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 us at least five days prior to your renewal date to arrange this.

Premium collection

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

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

Regulatory status

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



Key contact numbers

Customer service

0345 607 0417

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

Claims

0345 607 7280

(+44 161 862 2891 if calling from abroad)

Please report all accidents or losses immediately.

24-hour accident recovery

0800 028 8292

(+44 141 248 8494 if calling from abroad)

24-hour windscreen repair helpline

0800 783 0122

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

24-hour Legal advice helpline

0345 850 9596

For all your policy and premium queries, and to tell us about any changes to your policy.

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

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

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

To obtain motoring legal advice at no extra cost.

To use the Optional Extras, if you've bought them (see your Schedule)

Motoring legal protection	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.

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

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

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