

ANNUAL MOTOR INSURANCE

Policy Document

Important Numbers

- **Claims and Accident Helpline: 0330 818 0499** *(24 hours)*
- **Glass Helpline: 0330 818 0499** *(24 hours)*
- **Policy Changes: 0330 818 0498** *(Mon to Thu 0830-1930; Fri 0900-1800; Sat 0900-1700)*
- **Quote and Renewals: 0330 818 0498** *(Mon to Thu 0830-1930; Fri 0900-1800; Sat 0900-1700)*
- **Complaints: 0330 818 0498** *(Mon to Fri 0900-1730)*

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Introduction to your policy

Welcome to [SCHEME NAME], which is a trading name of Verex Insurance Services Limited and issued by First Underwriting Ltd on behalf of Accredited Insurance (Europe) Ltd.

You should have this policy booklet, a policy **Schedule** and a **Certificate** of motor insurance. These documents provide evidence of a legally binding contract of insurance between **You** and **Us**. Please read all documentation carefully, including the terms, conditions and exceptions to ensure they meet **Your** needs. If they do not meet **Your** needs, please contact [SCHEME NAME] immediately.

This insurance contract is based on the information provided by **You** or on **Your** behalf at the time **You** applied for this insurance and is shown in the statement of facts. Please tell **Us** at once if **You** have made any mistakes or if the information provided by **You** is not accurate or complete, otherwise this policy may not be valid.

LAW APPLICABLE TO THIS CONTRACT

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

- **You** and **We** agree otherwise; or
- At the start date of the contract **You** are a resident of (or, in the case of a business, the registered office or principle place of business is in) the Channel Islands or the Isle of Man, in which case the law of that area of jurisdiction will apply.

RIGHTS OF THIRD PARTIES

A person or company who was not party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

This clause does not affect any rights enforceable under the Third Parties (Rights against Insurers) Act 2010 or those rights that they have under **Road** traffic law in any country in which this insurance applies.

PERIOD OF INSURANCE AND PREMIUM PAYMENT

We have agreed to insure **You** against loss as described in this policy that may occur within the **Territorial Limits** of the policy during the **Period of Insurance**, provided that **You** have paid the premium shown in the **Schedule**. The cover **We** provide is subject to the terms, conditions and exceptions contained in this policy booklet or in any **Endorsement** applying to this policy.

When cancellation follows **Your** failure to pay the full premium, the amount of money to be returned to **You** will be calculated taking into account a pro rata refund of premium, relating to the number of days left to run under the policy, less a cancellation charge of twenty pounds (£20.00) for the service provided by **Us** in setting up and administering this policy. There will be no refund of premium allowable if there has been a loss or incident likely to give rise to a claim during the current **Period** of Insurance. **We** may at **Our** discretion reduce any claims payment by the amount of outstanding or overdue premiums that **You** owe **Us**.

DELEGATED AUTHORITY

First Underwriting Limited is an intermediary and not an insurer. First Underwriting Limited has not made any personal recommendation regarding the sale of this policy.

This policy is issued in accordance with the authorisation Accredited Insurance (Europe) Limited – UK Branch ('Accredited') have granted to First Underwriting Limited under the terms of a contract between First Underwriting Limited and Accredited. This contract makes First Underwriting Limited the Agent of Accredited and gives them the authority to perform certain acts on Accredited's behalf, but does not affect **Your** rights to claim or make a complaint.

REGULATION AND SIGNATURE

Accredited Insurance (Europe) Limited – UK Branch is licensed in accordance with the Insurance Business Act, 1988 (Chapter 403, Laws of Malta) to carry out insurance and reinsurance business.

First Underwriting Ltd act as an administrator on behalf of Accredited Insurance (Europe) Ltd - UK Branch.



Colin Johnson
Director
Accredited Insurance (Europe) Limited – UK Branch



Tom Donachie
Managing Director
First Underwriting Limited.

REGULATION

Malta Financial Services Authority,
Triq I-Imdina,
Zone 1,
Central Business District,
Birkirkara,
CBD 1010,
Malta
www.mfsa.com.mt

Authorised and regulated by the Malta Financial Services Authority. Authorised by the Prudential Regulation Authority and with deemed variation of permission. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. The nature and extent of consumer protections may differ from those for firms based in the UK. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website.

Accredited Insurance (Europe) Limited – UK Branch is the UK Branch of Accredited Insurance (Europe) Limited, which is incorporated in Malta (Company number: C59505) with limited liability and with its Registered Office and principal place of business at Development House, St Anne Street, Floriana, FRN 9010 Malta.

Accredited Insurance Europe Limited - UK Branch has a place of registration and principal place of business at 71 Fenchurch Street, London, EC3M 4BS. UK Companies House registered number: BR021362.

Reporting a claim

WHAT TO DO WHEN YOU HAVE AN ACCIDENT

Call **Our** 24 hour claims and accident helpline [CLAIMS TEL]. Save this number in **Your** mobile phone for peace of mind.

If **You** have an accident, regardless of blame these measures will help protect **You** and keep the process uncomplicated for **You** and **Us**:

- 1 Don't drive away. **You** must stop if any other person or animal has been hurt, or if any **Vehicle** or property has been damaged. If **You** have a warning triangle, place it well before the obstruction.
- 2 Get the names, addresses and phone numbers of any drivers or pedestrians involved. It is most important to obtain details of all witnesses; if **You** are not to blame this will help protect **Your** no claim discount. Ask drivers for the names of their insurers and their policy or **Certificate** numbers.
- 3 If **You** have a mobile phone with **You** and it is fitted with a camera, try and take photographs to support the positions of the vehicles and the extent of damage.
- 4 Don't admit blame or liability or make an offer of payment. If any of the other people involved do this, please tell **Us**. Make sure **You** call [CLAIMS TEL] straight away, either from the scene of the incident or as soon as practically possible. **We** ask that **You** call **Us** within 2 hours of the incident even if **You** do not plan to make a claim. Delay in notification of an incident invariably increases claims costs and ultimately **Your** next premium and may invalidate **Your** right to claim. Quote **Your** policy number and give all relevant information about the incident. If **Your** claim is due to theft, attempted theft, malicious damage or vandalism **You** must also inform the Police and obtain a crime reference number. **We** will deal with **Your** claim and claims made against **You**, as quickly and fairly as possible. Please read the General conditions and General exclusions in this policy.

Before **We** settle **Your** claim **We** will need to validate **Your** driving **Licence** and that of any **Driver** involved in the incident giving rise to the claim. **You** will need to provide **Us** with DVLA access.

WINDSCREEN AND GLASS CLAIMS

If **You** have a claim for damage to **Your** windscreen/window call [CLAIMS TEL].

Important information

DATA PROTECTION

First Underwriting Ltd is the data controller and processor in respect of **Your** personal data. This means that **We** decide how **Your** personal data is processed and for what purposes, and process **Your** personal data.

We comply with **Our** obligations under the GDPR by keeping personal data up to date, by storing and destroying it securely, by not collecting or retaining excessive amounts of data, by protecting personal data from loss, misuse, unauthorised access and disclosure and by ensuring that appropriate technical measures are in place to protect personal data.

USE OF PERSONAL INFORMATION

We use personal information for the following purposes:

- To assess **Your** request for insurance, provide a quotation and administer **Your** policy;
- To undertake the performance of a contract of insurance to which **You** are a party;
- To administer **Your** claims and third party claims;
- To prevent fraud and financial crime;
- statistical analysis and management information;
- audits, system integrity checking and risk management;
- To send marketing information about **Our** products and services if **We** have received specific consent.

There is no obligation to provide **Us** with personal information, but if **You** do not, **We** may not be able to provide products or services or administer claims.

PROFILING AND AUTOMATED DECISION MAKING

We may use automated decision making, which includes profiling in **Our** assessment of insurance risks and for the administration of policies. This is used to help **Us** decide whether to offer insurance, determine prices and validate claims.

Collection of Personal Information

We collect the following types of personal information to allow **Us** to complete the activities described under 'use of personal information' above:-

- Individual details such as name, address, phone numbers, age, gender, marital status, dependents, employment status and job title;
- Financial details such as bank account or credit card information;
- Identification details such as **Driver Licence** number, passport number or national insurance number;
- Tracking, telematics, camera or video records if it is relevant to the insurance policy or the claim;
- Background insurance checks including previous policy information and claims history;
- Special categories of data including health, disability, motoring convictions and criminal convictions.
- Where **We** collect Personal Information From

We may collect information about **You** from the following sources:-

- **You** or **Your** family members;
- **Your** representatives;
- Information **You** have made public (such as via social media);
- Credit reference or fraud prevention agencies;
- Emergency services, law enforcement agencies, medical and legal practices;
- Insurance industry registers and databases used to detect and prevent insurance fraud, for example, the Motor Insurance Database (MID), the Motor Insurers Anti-Fraud and Theft Register (MIAFTR) and the Claims and Underwriting Exchange (CUE)
- In the event of a claim, insurance investigators, claims service providers, claimants or witnesses;
- Other service providers or provider services for **Our** products.

SHARING OF PERSONAL INFORMATION

We may need to share **Your** personal information with other recipients which could include:-

- Approved service providers or suppliers or other group companies that provide support services;
- Fraud prevention or credit reference agencies or other agencies that carry out work on **Our** behalf such as the Motor Insurers Database (MID) or the Insurance Fraud Bureau (IFB);
- Other insurers, reinsurers, underwriters, regulators, law enforcement, Ombudsman Services or the Claims and Underwriting Exchange (CUE);
- Purchasers of the whole or part of **Our** business.

RETENTION OF PERSONAL INFORMATION

We keep personal information only for as long as is necessary to administer the policy or manage **Our** business or as required for legal or regulatory purposes.

USE AND SHARING OF SPECIAL CATEGORIES OF PERSONAL INFORMATION

Special categories of personal information under Data Protection Legislation include medical history, disabilities, motoring or criminal convictions. **We** may need to collect and process this information for the purposes of evaluating the risk and/or administering **Your** policy or a claim. **You** or any person covered under this policy must provide explicit verbal or written confirmation to such information being processed by **Us**.

We will only share this information in accordance with appropriate laws and regulations or where it is essential to administer the policy or when dealing with a claim.

YOUR RIGHTS

You have the right regarding any personal information that **We** hold to:-

- Restrict or object to **Us** processing it and **We** will agree to either stop processing or explain why **We** are not able to;
- Access the personal information **We** hold about **You** subject to certain restrictions;
- Ask **Us** to update any data that is incomplete or correct any inaccurate information;
- Ask **Us** to delete the information from **Our** records if it is no longer needed for the original purpose;
- Ask **Us** for an electronic copy so it can be used for **Your** own purposes;
- Ask **Us** to stop processing the information if the processing is based solely on individual consent;
- Find out about any automated decisions **We** make that affect **Your** insurance premiums.

If **You** have any questions about how **We** use personal information or if **You** wish to exercise any of **Your** rights or to complain if **You** feel that **Your** personal information has been mishandled, **You** can contact **Our** Data Protection Officer as follows:- dataprotection@firstuw.com.

You also have the right to complain directly to the Information Commissioners Office (ICO) whose details can be found at www.ico.org.uk.

MOTOR INSURANCE DATABASE

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

- electronic **Vehicle** licensing;
- continuous insurance enforcement;
- law enforcement for the prevention, detection, apprehension and or prosecution of offenders;
- The provision of government services or other services aimed at reducing the level and incidence of uninsured driving.

If the **Vehicle** is involved in a **Road** traffic accident (either in the United Kingdom, the EEA or certain other territories), insurers or the MIB (or both) may search the MID to obtain relevant information.

Persons (including their 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 the correct details including registration numbers for all of **Your** vehicles. If incorrect details for any of **Your** vehicles are shown on the MID **You** are at risk of having the relevant **Vehicle** seized by the police and may delay or cause **Us** not to pay a claim. **You** can check that correct registration number details for **Your** vehicles are shown on the MID at www.askmid.com.

FRAUD PREVENTION AND DETECTION

In order to prevent and detect fraud, **We** may at any time:

- share information about **You** with other organisations including law enforcement agencies and public bodies;
- conduct searches using publicly available databases;
- undertake credit searches;
- check and share **Your** details with fraud prevention and detection agencies.

If false or inaccurate information is provided and fraud is identified or **We** suspect fraud, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information.

We and other organisations, including those from other countries may also access and use this information to prevent fraud and money laundering for example when:

- checking details on applications for credit and credit related to other facilities;
- managing credit and credit related accounts or facilities;
- recovering debt and tracing beneficiaries;
- checking details on proposals and claims for all types of insurance;
- checking details of job applicants and employees.

You can contact **Us** if **You** want to receive details of the relevant databases, registers and fraud prevention agencies that **We** use.

CLAIMS HISTORY

When **You** tell **Us** about an incident or claim **We** may pass information relating to it to the Claims and Underwriting Exchange Register (CUE), run by Insurance Database Services Ltd (IDSL), Motor Insurance Anti-Fraud and Theft Register (MIAFTR), run by the Association of British Insurers (ABI) or another relevant database.

We and other insurers may search these databases when **You** apply for insurance, in the event of any incident or claim or at time of renewal to validate **Your** claims history or that of any other person or property likely to be involved in the policy or claim.

This helps to check information provided and prevent fraudulent claims.

Our complaints procedure

OUR COMMITMENT TO YOU

Our aim is to get it right, first time, every time. If **We** make a mistake **We** will try to put it right promptly.

We will always confirm to **You** the receipt of **Your** complaint within five working days and do **Our** best to resolve the problem within four weeks. If **We** cannot, **We** will let **You** know when an answer may be expected.

If **Your** complaint involves the services of the insurer, **You** may complain to them directly, and **We** will provide the contact details for **You**.

If **We** have not resolved the situation within eight weeks **We** will issue **You** with information about the Financial Ombudsman Service (FOS) which offers a free, independent complaint resolution service.

If **You** have a complaint, please contact **Our** Customer Satisfaction Manager at:

[SCHEME NAME]
Batchworth House,
Church Street,
Rickmansworth,
Hertfordshire,
WD3 1JE

Telephone: [CUSTOMER SERVICE TEL]

Email: complaints@verexinsurance.co.uk

THE FINANCIAL OMBUDSMAN SERVICE (FOS)

If **We** are unable to resolve **Your** complaint to **Your** satisfaction or if **You** remain dissatisfied following receipt of **Our** final response letter, **You** may be able to ask the FOS to formally review **Your** case. **You** must contact FOS within six (6) months of **Our** final response.

The FOS contact details are as follows:

Financial Ombudsman Service Exchange Tower, London E14 9SR

You can telephone for free on:

0800 023 4567 for people phoning from a “fixed line” (for example a landline at home) or

0300 123 9123 for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02

Or by e-mail: complaint.info@financial-ombudsman.org.uk

This is a free and impartial service and **You** are entitled to contact the FOS at any stage of **Your** complaint.

If **You** are unsure whether FOS will consider **Your** complaint or for more information please contact the ombudsman directly, or visit www.financialombudsman.org.uk.

OFFICE OF THE ARBITER FOR FINANCIAL SERVICES

You may also be able to refer **Your** complaint to:

Office of the Arbiter for Financial Services, 1st Floor St Calcedonius Square, Floriana FRN 1530 Malta, telephone (+356) 212 49245 if **You** are not satisfied with **Our** final response or **We** have not responded within fifteen (15) working days. **You** will have to pay EUR 25.00 at the time of making **Your** complaint to the Arbiter to use this service.

About the Office of the Arbiter for Financial Services

The Office of the Arbiter for Financial Services considers that a “complaint” refers to a statement of dissatisfaction addressed to an insurance undertaking by a person relating to the insurance contract or the service he/she has been provided with. The terms “person” does not specify that this is limited to individuals and therefore any policyholder, **Insured** person, beneficiary and injured third party (irrespective of the country of residence or where the risk is situated) is eligible to make a complaint.

For more information on the Office of the Arbiter for Financial Services and its complaints process, please visit www.financialarbiter.org.mt.

THE FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS) which means that **You** may be entitled to compensation if **We** are unable to meet **Our** obligations to **You**. Further information is available on www.fscs.org.uk or by contacting the FSCS directly on 0800 678 1100.

Cancellation

1 **Your** cancellation rights:

You have the right to immediately cancel the cover within fourteen (14) days of the commencement of the **Period of Insurance** or the receipt of this policy, whichever is the later (the ‘cooling off period’);

You should exercise this right by contacting the entity that effected this insurance on **Your** behalf or by writing to **Us**;

If **You** do exercise this right, and provided no claim has been made or no circumstance has arisen which is likely to give rise to a claim during the **Period of Insurance**, **We** will return to **You** a proportion of the premium calculated on a pro-rata basis. The amount of premium to be refunded under this condition will be reduced by all unpaid premiums or unpaid premium instalments outstanding at the date of cancellation;

If the “cooling off period” has expired, **You** may cancel the policy during the **Period of Insurance** in writing via the entity that effected this insurance on **Your** behalf. Provided no claim has been made or no circumstance has arisen which is likely to give rise to a claim during the **Period of Insurance**, **You** will be entitled to a refund of the premium paid calculated on a pro-rata basis less a cancellation charge of twenty pounds (£20.00) for the service provided by **Us** in setting up and administering this policy. The amount of any premium to be refunded under this condition will be reduced by all unpaid premiums or unpaid premium instalments due.

2 **Our** cancellation rights:

In addition to **Our** rights set out in the following clauses:

- a) General Conditions 3 - **Your** duty of fair presentation;
- b) **Period of Insurance** and premium payment;
- c) General Conditions 4 – Fraud.

We may, if **We** have a valid reason, cancel this insurance at any time by sending **You** notice in writing to **Your** last known address. The notice will include the reason for the cancellation, which may include but are not limited to **Your**:

- a) continued failure to comply with the terms and conditions of this policy;
- b) failure to co-operate with **Us** or provide **Us** with information or documentation **We** reasonably require where such the lack of cooperation affects:
 - i) **Our** ability to process a claim; or

- ii) the defence of **Our** interests; or
- iii) the making of risk based underwriting decisions.

In this case, the notice of cancellation will be withdrawn if **You** provide the details required in the letter within the notice period;

- c) use of threatening, abusive or intimidating behaviour or inappropriate language towards, or bullying of **Our** staff or anyone acting on **Our** behalf;

If **We** cancel this policy, provided no claim has been made or no circumstance has arisen which is likely to give rise to a claim during the **Period of Insurance** **We** will return to **You** a proportionate return of the premium in respect of the unexpired **Period of Insurance**. The amount of premium refund payable will be reduced by all unpaid premiums or unpaid premium instalments due.

Definitions

The definitions of key words which are used in this document are shown below.

Wherever the following words or phrases appear in **Your** policy, they will have the meaning given below unless stated otherwise:

Also where the context requires:

- words in the singular will include the plural and vice versa; and
- words expressed in one gender shall include all genders; and
- references to 'a person' shall include any individual, company, partnership or any other legal entity;
- references to a statute, regulation or trade terms of contract will be construed to include all its amendments or replacements.

ACCESSORIES

Motoring equipment (other than **Audio and Visual Equipment**) kept in or on **Your Vehicle** which has been specifically designed for use with **Your Vehicle**.

APPROVED REPAIRER OR SUPPLIER

A company approved by **Us** for the repair of the **Vehicle** or windscreen or glass in the **Vehicle**.

AUDIO AND VISUAL EQUIPMENT

Media players, satellite navigation systems, communication equipment and telematics or camera systems permanently fitted to the **Vehicle**.

CERTIFICATE

The document, required by law to evidence the existence of the minimum compulsory insurance in accordance with **Road** Traffic Acts and which details whom may drive **Your Vehicle** and the purpose for which it may be used.

DRIVER

Any person driving the **Vehicle** and entitled to do so by the terms of the **Certificate**.

ENDORSEMENT

An additional clause that either alters the details shown in the **Schedule** or a term or terms contained in this policy.

ELECTRIC CAR

An electric **Vehicle**, also known as an EV, which uses electric motors or electric traction for propulsion.

EXCESS

The first part of any claim for which **You** are responsible, which shall be deducted from any amount payable under this policy.

INSURED

The person named in the **Schedule** as such.

LICENCE

A **Licence** to drive a **Vehicle** of the same class as the **Vehicle**.

MARKET VALUE

The cost of replacing the **Vehicle** with another **Vehicle** of the same make, model and specification and of a similar age, mileage and condition at the time of the accident or loss by reference to **Vehicle** value websites and publications (including but not limited to 'Glasses Guide') and, where applicable, a suitably qualified independent motor engineer.

PASSENGER

Any person (other than the **Driver**) travelling in or on or getting into or out of the **Vehicle** or any **Trailer** or disabled mechanically propelled **Vehicle** attached to the **Vehicle**.

PERIOD OF INSURANCE

The duration of the policy as shown in the **Certificate** and the **Schedule** unless the policy is cancelled prior to the date of expiry including by the operation of Automatic cancellation, in which case the period will end upon that cancellation.

ROAD

Any place compulsory motor insurance legislation applies within the **Territorial Limits** of the policy.

SCHEDULE

The document containing a summary of the insurance cover that applies.

TERRITORIAL LIMITS

The United Kingdom of Great Britain and Northern Ireland, the Channel Islands and the Isle of Man.

VEHICLE

The **Vehicle** (including its **Accessories**) described in the **Schedule** and any other **Vehicle** for which details have been supplied to **Us** and an effective **Certificate** of motor insurance (and/or a windscreen disc if applicable) specifying the registration mark has been issued to **You** by **Us**.

WE OR US OR OUR

Accredited Insurance (Europe) Ltd and where the context requires, First Underwriting Ltd.

YOU OR YOUR

The person named as the **Insured** in the **Schedule**.

Cover provided

The extent of cover applicable under the policy is as stated in the **Schedule** or any relevant **Endorsement** and determines the extent of cover that applies.

Comprehensive cover – all sections of this policy are applicable.

The General Exceptions and General Conditions of this policy apply to all levels of cover.

Section 1 – Damage to or loss of your vehicle

THE COVER

We will cover **You** for damage to or loss of the **Vehicle** and **Accessories** caused by accidental or malicious damage, vandalism, damage from flood, fire, lightning, explosion, self-ignition, theft or attempted theft.

This cover shall not exceed the **Market Value** of the **Vehicle** (including its **Accessories** and spare parts) immediately before such damage or loss.

If any payment is made under this sub-section on the basis of actual or constructive total loss of the **Vehicle**, then **We** shall become entitled to possession and ownership of the **Vehicle** or its remains and **We** will not return any premium for the remaining **Period of Insurance**.

ELECTRIC CARS

This sub section provides **You** with additional information when insuring **Your Electric Car** which is not referenced elsewhere in **Your** policy wording.

All sections within the policy wording applies to **You** and **Your** car when insuring an **Electric Car**.

We will **Cover You** for theft of, or accidental damage to the battery if **You** own **You** the battery or the battery is included within **Your Vehicle** lease. Please ensure **You** read all documentation **You** receive from the manufacturer

It is **Your** responsibility to ensure that the charging cable is safeguarded against any trips or falls and/or injury to any persons or property, including malicious damage.

Charging on **Your** driveway or in **Your** garage

We will cover **You** whilst **Your Electric Car** is being charged on **Your** driveway or in **Your** garage for:-

- Theft of, fire or accidental damage to **Your** charging cable and home charging point;
- Liability to others;
- Loss or damage to **Your Vehicle** as a direct result of a charging point or cable.

Charging away from **Your** driveway or **Your** garage

We will cover **You** whilst **Your Electric Car** is being charged away from **Your** driveway or in **Your** garage for:-

- Theft of, fire or accidental damage to **Your** charging cable;
- Liability to others;
- Loss or damage to **Your Vehicle** as a direct result of a charging point or cable.

AUDIO AND VISUAL EQUIPMENT

We will also cover **You** for damage as covered by this section to **Audio and Visual Equipment** permanently fitted to **Your Vehicle** however, **We** will not provide cover for more than seven hundred and fifty pounds (£750) for any **Audio and Visual Equipment** that was not factory fitted.

EXCESS

Where an **Excess** is shown on the **Schedule**, **You** will be required to pay that amount in respect of any loss or damage under Section 1.

If more than one **Vehicle** is involved in the same incident, the **Excess** shown on the **Schedule** will apply to each **Vehicle** separately.

NEW FOR OLD

If **Your Vehicle** is within one year of first registration:

- damaged to the extent that the costs of repairs would exceed 60% of the manufacturer's recommended retail price plus taxes; or
- Stolen and not recovered
- **We** will replace it with a new **Vehicle** of a similar make, model and specification, provided that:
- **You** request it and any other interested party known to **Us** consents; and
- it is owned by **You** and not registered in the name of a company; and
- **You** are the first and only registered keeper of the **Vehicle**; and
- It is not subject to a finance agreement other than a personal contract plan (PCP) agreement or a hire purchase agreement; and
- such a replacement is available within the United Kingdom.

In such an event **We** will become entitled to possession and ownership of the replaced **Vehicle** or its remains.

HIRE PURCHASE AND LEASING AGREEMENTS

If to **Our** knowledge the **Vehicle** is the subject of a hire purchase, leasing or contract hire agreement any payment for damage to or loss of the **Vehicle** which is not made good by repair, reinstatement or replacement may, at **Our** discretion, be made to the owner whose receipt shall be of full discharge of **Our** liability.

RECOVERY AND RE-DELIVERY

Following any claim covered by this Section **We** will pay the reasonable cost of removing the **Vehicle** from the place where damage occurred to the premises of the nearest competent repairer and delivering the **Vehicle** back to **You** in the United Kingdom after repair.

OUR REPAIR PROMISE

Where **We** carry out the repair, **We** guarantee to use genuine **Vehicle** manufacturer parts. The quality of all repairs carried out by the **Approved Repairer** is guaranteed for 5 years. If **You** choose to use an alternative repairer **We** will not pay more than the cost of repairs had the work been undertaken by the **Approved Repairer**. In these circumstances **We** may at **Our** option settle the claim or repairs to **Your Vehicle** by making a cash payment for the amount quoted by the **Approved Repairer**. If parts required for repairing **Your Vehicle** are not available in the United Kingdom **Our** liability for those parts shall not exceed the manufacturer's last United Kingdom list price or if not listed the price of those parts for the nearest comparable car available in the United Kingdom. **We** will not pay the cost of importing parts that are not available in the United Kingdom.

EXCEPTIONS TO SECTION 1

We shall not be liable to pay for:

- 1 wear, tear, gradual deterioration, rust, oxidisation, fading or tarnishing or depreciation.
- 2 loss of use and other indirect losses which result from the incident that caused **You** to claim including but not limited to the financial consequence of **You** not being able to use **Your Vehicle**.
- 3 loss of fuel.
- 4 loss resulting from repossessing the **Vehicle** and returning it to its rightful owner.
- 5 loss or damage due to confiscation, requisition or destruction by or under the order of any government, public or local authority.
- 6 breakage, failure or breakdown of mechanical, electrical, electronic or computer equipment.
- 7 damage to tyres caused by braking or by cuts, punctures or bursts.
- 8 damage to or loss of the **Vehicle** caused directly by pressure waves from aircraft or other aerial devices travelling at sonic or supersonic speeds.
- 9 any diminution in the value of the **Vehicle** as a result of any event giving rise to a claim under this section.
- 10 damage or loss to the **Vehicle** or its contents arising from theft or attempted theft where:
 - a) all locks have not been engaged; or
 - b) any windows have been left open; or
 - c) the immobiliser is either not working or not been activated; or
 - d) the keys have been left in or on **Your Vehicle**.
- 11 loss or damage to:
 - a) money, credit or debit cards, tickets, jewellery, audio and video equipment and media that is not fitted to the **Vehicle**, documents and securities, mobile phones, computers and tablets;
 - b) tools, trade goods or samples.
- 12 loss or damage to any modifications to **Your Vehicle** unless they form part of the manufacturer's standard specification or are optional extras that **You** have disclosed to **Us** and **We** have agreed to cover.
- 13 loss of or damage to **Your Vehicle** resulting from an unnamed **Driver**, member of **Your** immediate family, a person living in **Your** home, or any other person known to **You** taking or driving **Your Vehicle** without **Your** permission, unless **You** can prove that the **Driver** intended to permanently deprive **You** of **Your Vehicle** or that person is convicted of theft.
- 14 loss or damage resulting from misuse of the battery, including but not limited to, overcharging or undercharging and self repair or replacement.
- 15 any cost to repair or replace a non-functional battery.
- 16 Loss or damage resulting from misuse of the charging cables, including but not limited to, overcharging or undercharging and self repair or replacement.
- 17 any cost to repair or replace faulty charging cables or fault charging points.
- 18 loss or damage to any charging point that is not on **Your** driveway or in **Your** garage.
- 19 loss or damage to any battery that is leased separately to **Your Vehicle** by **You**. Please ensure **You** read all documentation **You** receive from the manufacturer

Section 2 – Windscreen damage

We will cover **You** for damage to windscreens, windows and sunroofs in the **Vehicle** and for any damage to bodywork which has been scratched by broken glass from the windscreen, windows and sunroofs subject to the Excesses shown below:-

For replacement or repair by **Our Approved Supplier**, **You** must pay the first amount of any claim as shown in the **Schedule**;

For replacement or repair by someone other than **Our Approved Supplier**, **We** will apply a limit of one hundred and fifty pounds (£150) to any claim.

EXCEPTIONS TO SECTION 2

We shall not be liable to pay for damage to any fixed panoramic glass roof panels that are an integral part of the body structure of **Your Vehicle**. This cover will fall under Section 1 of the policy and any claim will be recorded as a fault claim.

Section 3 – Liability to third parties

THIRD PARTY LIABILITY

We will cover **You** for **Your** legal liability for:

- the death of or bodily injury to any person; or
- damage to property of others

arising out of an accident caused by, or in connection with the **Vehicle** or the loading or unloading of the **Vehicle**.

For any claim involving damage to property, the most **We** will pay for any one claim or series of claims arising out of one incident is twenty million pounds (£20,000,000).

For any claim involving claimants' costs, the most **We** will pay for any one claim or series of claims arising out of one incident is five million pounds (£5,000,000).

COVER FOR OTHER PERSONS

We will also cover any persons shown below as **Insured** under this insurance:-

- any person **You** allow to drive or use the **Vehicle** which is covered by the current **Certificate** and who has not been excluded by **Endorsement** or condition provided that:
 - a) they have **Your** permission;
 - b) they comply with the terms of this insurance;
 - c) they are not using **Your** car for their employment or any business use unless agreed by **Us** & shown in **Your Certificate of Insurance**;
- any **Passenger** who **You** ask **Us** to cover that causes any accident while travelling in or getting into or out of the **Vehicle**.

COVER FOR EMPLOYER

We will also cover **Your** employer for their legal liability for the death of or injury to any person or damage to property of others while **You** are driving the **Vehicle** for the purpose of **Your** employer's business, provided that:

- a) Such business use is permitted by **Us** and is shown on **Your Certificate**; and
- b) the **Vehicle** being driven is **Your** car and does not belong to and is not the subject of a financial arrangement entered into by **Your** employer or business partner; and
- c) the policy is in the name of an individual or partnership;
- d) **Your** employer does not have any other insurance providing contingent motor liability.

COVER FOR PERSONAL REPRESENTATIVES

Following the death of any person entitled to cover, **We** will, in respect of the liability incurred, cover such person's legal personal representatives in the terms of this section.

EMERGENCY TREATMENT

We will cover **You** in respect of liability for emergency treatment fees as defined by the **Road Traffic Act (1988)** after an accident involving any **Vehicle** covered by this insurance.

LEGAL COSTS

In respect of any event which may be the subject to cover under this section **We** will also pay up to one hundred thousand pounds (£100,000) for:

- solicitor's fees for representation at any court of summary jurisdiction or at any Coroner's Inquest or Fatal Inquiry;
- the cost of legal services arranged by **Us** for defending a charge of manslaughter, causing death by dangerous driving or causing death by careless driving when under influence of drink or drugs (or any equivalent local charge in a country specified in Section 8 of this document);
- all other costs and expenses incurred with **Our** written consent;

- the cost of any defending any prosecution brought under The Corporate Manslaughter and Corporate Homicide Act 2007, Health & Safety at Work Act 1984 or Health & Safety at Work (Northern Ireland) Order 1978.

If **We** agree to pay these costs under this policy, the choice and appointment of legal representation and the extent of any assistance that **We** provide will be entirely at **Our** discretion. There will be no agreement to pay these costs unless **We** have confirmed this to **You** in writing.

TRAILERS

We will cover **You** for liability in respect of a **Trailer** or any disabled mechanically propelled **Vehicle** whilst attached to **Your Vehicle** and not attached to any other **Vehicle**.

APPLICATION OF LIMITS OF COVER

In the event of any accident involving cover for more than one person **Insured** under this section, any limitation by the terms of this policy or any Endorsements relating to the maximum amount payable shall apply to the aggregate amount of payments on behalf of all such persons covered and **Your** liability shall be settled in priority.

EXCEPTIONS TO SECTION 3

We will not be liable:

- 1 to cover any person other than **You** if that person is entitled to cover under any other insurance.
- 2 for:
 - a) damage to or loss of property belonging to or in the custody or control of the **Insured**;
 - b) damage to premises (or to the fixtures and fittings therein) which are not **Your** property but are occupied by **You** under a leasing or rental agreement if such damage is also covered by any other insurance;
 - c) damage to anything which either is being carried in or on **Your Vehicle**, or is being carried in or on any **Trailer** or other **Vehicle** which is being towed by or attached to **Your Vehicle**;
 - d) damage to or loss of the **Vehicle** or **Trailer**.
- 3 for death of or bodily injury to any person arising out of, or in the course of, that person's employment by the person claiming cover under this section if insurance cover in respect of liability for such death or bodily injury is in fact provided pursuant to a requirement of any compulsory Employers' Liability legislation within the **Territorial Limits**.
- 4 for death of or bodily injury to any person or loss or damage to property directly or indirectly caused by pollution or contamination unless caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the **Period of Insurance**.
- 5 for the death or injury to any person driving **Your Vehicle** or in charge of it for the purpose of driving it.
- 6 for fines, penalties, punitive or exemplary damages awarded intended to punish **Your** wrongdoing.
- 7 for death, bodily injury or damage to property where **Your Vehicle** is towing more Trailers than permitted by law.
- 8 if any **Trailer** or disabled mechanically propelled **Vehicle** is being towed otherwise than in accordance with the law;
- 9 if the disabled mechanically propelled **Vehicle** is being towed for reward;

Exception 4 to Section 3 shall not apply in circumstances where it is necessary to meet the requirements of any compulsory motor insurance legislation operative within the **Territorial Limits**.

Section 4 – Loss of keys

We will pay up to four hundred pounds (£400) if the keys or lock transmitter for the **Vehicle** are lost, or stolen by forcible and violent means or robbery or attempted robbery in respect of any one occurrence for each **Vehicle** to replace:

- 1 the door locks and/or boot lock;
- 2 the ignition/steering lock;
- 3 the lock transmitter and/or central locking interface.

Provided that **We** shall not be liable for the cost of replacing any alarms or other security devices fitted to the **Vehicle**.

You will not have to pay an **Excess** for any claim under this Section.

Section 5 – Personal accident

We will pay two thousand five hundred pounds (£2,500) for death, the loss of any limb or the permanent loss of sight in one or both eyes if the **Driver** of the **Vehicle** is accidentally injured in direct connection with an accident whilst travelling in, or getting into or out of the **Vehicle** and within three months of that accident it is the only cause of death or injury.

We will make payment directly to the **Insured** person or their legal representative.

Provided that **We** will not be liable to pay for:

- more than two thousand five hundred pounds (£2,500) in respect of any one claim;
- death or injury to any **Driver** under the age of twenty one (21) and over the age of seventy (70);

- death or injury to any **Driver** not wearing a seat belt when they are required to do so by law;
- death or injury to any **Driver** convicted of driving while under the influence of drink or drugs at the time of the accident;
- For death or injury arising from suicide or attempted suicide.

Section 6 – Personal effects

We will pay up to one hundred pounds (£100) any one occurrence in respect of damage to or loss of personal effects whilst in or on the **Vehicle** as a result of an accident, fire, theft or attempted theft.

Provided that, **We** shall not be liable for:

- 1 loss or damage to money, credit or debit cards, tickets, jewellery, audio and video equipment and media, documents and securities, mobile phones, satellite navigation equipment, computers and tablets;
- 2 any item that is **Insured** under another policy
- 3 any damage to or loss of money or any goods, samples, tools or equipment carried in connection with any business or trade.
- 4 Loss or damage by theft or attempted theft where
 - a) all locks have not been engaged; or
 - b) any windows have been left open; or
 - c) the keys have been left in or on **Your Vehicle**.

You will not have to pay an **Excess** for any claim under this Section.

Section 7 – Medical expenses

We will pay medical expenses of up to two hundred and fifty pounds (£250) incurred by the **Driver** or any other person travelling in or on the **Vehicle** following injury caused by an accident in direct connection with the **Vehicle**.

You will not have to pay an **Excess** for any claim under this Section.

Section 8 – Territorial limits

This policy provides the minimum insurance required by the relevant law in respect of accidents occurring whilst **Your Vehicle** is being used in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands and any member country of the European Union, Andorra, Iceland, Norway, Serbia and Switzerland (including Liechtenstein) and during transit (including the process of loading and unloading) between ports in countries where **You** have cover by a recognised sea route not normally exceeding sixty five (65) hours between ports in these areas.

This policy also provides the cover shown in the **Schedule** whilst the **Vehicle** is being used in any country described above.

For trips outside of Great Britain, Northern Ireland, the Isle of Man of the Channel Islands, there is no limit on the number of trips that **You** may make, but each trip must be for no longer than thirty (30) days.

ADDITIONAL COVER

For travel to any other country or if **You** wish to extend the thirty (30) day limit for a single trip, **You** should contact **Us** before **You** travel. If **We** agree to provide cover, an additional premium will be payable.

CUSTOMS DUTY

Provided that liability arises directly from damage to or loss covered by this policy **We** will cover **You** against liability for the enforced payment of customs duty.

OTHER CHARGES

We will cover **You** against General Average Contribution and Salvage and Sue and Labour charges incurred during the transportation of the **Vehicle** by sea.

Provided always that:

- such **Vehicle** is covered against damage or loss by this policy
- the contribution relates to the value of such **Vehicle**.

Section 9 - No claim discount

This policy includes a no claim discount provided that the **Period** of Insurance is for twelve (12) months and each subsequent **Period of Insurance** is also for twelve (12) months.

Your no claim discount will not be affected if the only claim is for broken glass in the windscreen or windows of the **Vehicle**, including bodywork scratched by the breakage.

If **You** have not made a claim during the **Period of Insurance**, **Your** no claim discount will be increased at renewal by an additional year up to a maximum of six (6) years.

If **You** have chosen not to protect **Your** no claim discount and **You** make a claim in the **Period of Insurance**, **Your** no claim discount will be stepped back by two (2) years for each claim made.

If **You** have chosen to protect **Your** no claim discount and paid a premium for this, **We** will not reduce **Your** no claim discount if **You** have made one (1) claim during the **Period of Insurance**. If **You** make more than one (1) claim in the **Period of Insurance**, **Your** no claim discount will be stepped back by two (2) years for each subsequent claim made.

The tables below show how the step back procedure works both with and without protected no claim discount.

If more than one **Vehicle** is **Insured** under the policy, **We** will assess the no claim discount for each **Vehicle** as if it were **Insured** separately.

Your no claim discount is not transferable.

CURRENT NCD IN YEARS	NUMBER OF CLAIMS IN PERIOD OF INSURANCE	NCD FROM NEXT RENEWAL IN YEARS	
		WITHOUT PROTECTED NCD	WITH PROTECTED NCD
1	1	0	n/a
	2	0	n/a
	3 or more	0	n/a
2	1	0	n/a
	2	0	n/a
	3 or more	0	n/a
3	1	1	3
	2	0	1
	3 or more	0	0
4	1	2	4
	2	0	2
	3 or more	0	0
5	1	3	5
	2	1	3
	3 or more	0	1
6	1	4	6
	2	2	4
	3 or more	0	2

Section 10 – General exclusions

These exclusions apply to all sections in addition to any specific exclusion contained in the sections of insurance

We shall not be liable for any liability, loss or damage under this policy:

- 1 while the **Vehicle** is:
 - a) with **Your** general consent being used for any purpose not permitted by the **Certificate**;
 - b) being driven by any person not authorised by the **Certificate** or who is excluded by **Endorsement**;
 - c) being driven by **You** or any person with **Your** permission and **You** or that person:
 - i. does not hold a **Licence** to drive **Your Vehicle** for the use required or has had the **Licence** to drive **Your Vehicle** revoked;
 - ii. has held but is currently disqualified from holding or obtaining such a **Licence**;
 - iii. does not fully comply with the conditions of their **Licence**;
 - iv. holds, or last held a provisional **Licence**, unless **You** or that person is accompanied by a full **Licence** holder aged twenty one (21) years or over and the accompanying full **Licence** holder has held a full driving **Licence** for at least three (3) years.
 - d) being used on any race track or race circuit (including the Nürburgring);
 - e) being used for racing, pace-making, speed testing or reliability testing;

- f) being driven by or in the charge of any **Driver** who is convicted of driving over the legal limit for alcohol or under the influence of drugs;
 - g) carrying more **Passengers** than the maximum seating capacity allows as prescribed by the **Vehicle** manufacturer;
- 2 that **You** have accepted by virtue of any agreement or contract unless **You** would have had that liability anyway.
 - 3 for any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
 - 4 directly or indirectly caused by or contributed to, by, or arising from the **Vehicle** whilst in or on that part of any aerodrome, airfield, airport or military installation which is used for:
 - a) the takeoff or landing of aircraft and aerial devices or for the movement of aircraft and aerial devices on the ground;
 - b) aircraft parking including any associated service roads, refueling areas, ground equipment parking areas, aprons, maintenance areas and hangars.
- except where it is necessary to meet the requirements of any compulsory motor insurance legislation operative within the **Territorial Limits**.
- 5 arising from, during or in consequence of:
 - a) earthquake or earthquake shock;
 - b) any acts of terrorism as defined by the Terrorism Act 2010;
 - c) riot or civil commotion occurring in Northern Ireland, or elsewhere than in Great Britain, the Isle of Man, the Channel Islands or any member country of the European Union;
 - d) ionising radiation from or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the burning nuclear fuel;
 - e) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, nuclear reactor or other explosive nuclear assembly or nuclear component of that equipment;
 - f) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
 - g) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter except that this exclusion f) will not apply to radioactive isotopes other than nuclear fuel when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other peaceful purposes.
 - 6 arising out of the negligence of the owner or the servants or agent of such owner of a **Vehicle** leased to **You**.
 - 7 that is also covered by any other insurance.
 - 8 that occurs outside of the United Kingdom other than where **We** have agreed to provide cover in accordance with Section 8.
 - 9 while the **Vehicle** is being used by any **Driver** in the course or furtherance of a crime or as a means of escape from or avoidance of lawful apprehension.
 - 10 caused by a deliberate act or omission to act by anyone covered under this policy.
 - 11 directly or indirectly caused by or contributed to, by, or arising from the **Vehicle** carrying any hazardous goods or substances for which a **Licence** is required from the relevant authority except where it is necessary to meet the requirements of any compulsory motor insurance legislation operative within the **Territorial Limits**.
 - 12 for any **Vehicle** that **You** are driving that is not owned by **You** or held under a hire purchase or lease agreement by **You**.

Section 11 – General conditions

- 1 **Your** premium is based upon the information that **You** have provided to **Us** prior to the commencement of the **Period of Insurance**. If any information that **You** have provided to **Us** has changed or is inaccurate, then **You** must tell **Us** immediately or this could lead to **Your** claim being denied or **Your** insurance being invalid.
- 2 **You** must tell **Us** as immediately if there is any change in **Your** circumstances or to the information previously disclosed by **You** to **Us**. If **You** do not tell **Us** of any changes, it may affect **Your** ability to claim under the policy. **We** will be entitled to vary the premium and terms for the rest of the **Period of Insurance** upon notification of any such change. Examples of changes that **You** must tell **Us** about include:-
 - A permanent or temporary change to the **Vehicle** or additional vehicles;
 - Any changes to the **Vehicle** that make the **Vehicle** different from the manufacturers specification;
 - Any change to the main **Driver** of the **Vehicle** or the addition or deletion of additional Drivers;
 - A change to **Your** job or any change to **Your** employment status;
 - A change of **Your** address or a change to where **You** keep the **Vehicle**;
 - If **You** or anyone entitled to drive receives a non motoring conviction or a motoring conviction resulting in penalty points or a disqualification. This includes any pending prosecutions;
 - If **You** or anyone entitled to drive suffers a physical or medical condition that must be notified to the DVLA.
 - If there are any other changes not included above which **You** are unsure about whether to advise **Us** of, **You** should speak to **Your** broker.
- 3 Whenever **You** provide information to **Us** or make changes to this policy (at inception, renewal or mid-term) **You** must disclose to **Us** all material facts in a clear and accessible manner and take reasonable care not to make a misrepresentation of those facts.

If **You** do not comply with this clause and any non-disclosure or misrepresentation of the facts by **You** is proven by **Us** to be deliberate or reckless, **We** will either cancel or void this policy. If **We** void this policy, it means that **We** will treat it as if it had never

existed and refuse all claims. **We** will not return the premium paid by **You**.

If **You** do not comply with this clause and the non-disclosure or misrepresentation of the facts is not deliberate or reckless this policy may be affected in one or more of the following ways depending on what **We** would have done if **We** had known about the facts which **You** failed to disclose or misrepresented:

- a) If **We** would not have provided **You** with any cover **We** will have the option to void the policy which means that **We** will treat it as if it had never existed and repay the premium paid, and recover from **You** any amount **We** have already paid for any claims including costs or expenses **We** have incurred;
 - b) If **We** would have applied different terms to the cover **We** will have the option to treat this policy as if those different terms apply and/or reduce proportionately the amount paid or payable on any claim, with **Our** proportion of the liability being calculated by comparing the amount of premium paid as a percentage of the premium **You** would have paid had **You** made a fair presentation.
- 4 If **You** or anyone acting on **Your** behalf makes a false, fraudulent or exaggerated claim under this policy, makes a false statement or submits false, forged or stolen documents in respect of a claim or suppresses or omits to provide information that would enable **Us** to refuse to pay a claim, **We** will be entitled to cancel this policy, refuse to pay the whole of the claim and recover any sums that **We** have already paid in respect of the claim.

As a result of the actions above, **We** will also treat this policy as having terminated with effect from the date of any of the acts or omissions.

If **We** terminate this policy under this condition **You** will have no cover under this policy from the date of termination and not be entitled to any refund of premium.

- 5 If **You** do not comply with any part of any condition which makes payment of a claim conditional upon compliance with it and such compliance would tend to reduce
- a) losses of a particular kind;
 - b) loss at a particular location;
 - c) losses of a particular time;

We will not pay for any claim unless **You** can show that non-compliance with the condition could not have increased the risk of the loss that actually occurred in the circumstances that occurred.

- 6 **You** must supply the details **We** need of any **Vehicles** covered by this insurance for the purposes of the Motor Insurance Database (MID).
- 7 **We** shall not provide cover nor be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **Us** or any member of **Our** group to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of any country.
- 8 If, under Section 1 –Damage to or Loss to or **Your Vehicle**, **We** decide to pay to **You** the pre-accident value of **Your** car instead of repairing it or it is stolen and not recovered, **We** will allow this insurance contract to continue on a replacement **Vehicle** provided **We** accept this substitution and **You** pay the additional premium applicable.
- 9 **You** shall at all times maintain the **Vehicle** in an efficient and roadworthy condition and take all reasonable steps to safeguard the **Vehicle** from loss or damage. Where required by law, the **Vehicle** must have a current Department for Transport test **Certificate** (MOT).

Section 12 – Claims conditions

PLEASE ALSO REFER TO THE 'HOW TO REPORT A CLAIM' PROVISIONS AT THE BEGINNING OF THIS POLICY.

- 1 **You** must report to **Us** details of any event which might result in a claim under this policy and all subsequent developments as soon as possible.
- 2 If **Your** claim is due to theft, riot, attempted theft or vandalism **You** must also inform the Police and obtain a crime reference number
- 3 **You** must report the accident to the Police and **Us** within twenty four (24) hours at the latest if anyone is injured
- 4 Regarding claims for damage to **Your Vehicle**:
 - a) **You** must tell **Us** about any damage **You** are going to claim for;
 - b) repairs are normally undertaken by **Our Approved Repairer**. If **You** choose not to use **Our Approved Repairer**:
 - i) **You** must obtain a written estimate for repair from **Your** repairer before instructing the repairer;
 - ii) **We** will authorise repairs by **Your** repairer only if **We** consider the estimate for repairs reasonable;
 - iii) If **We** believe the estimate is unreasonable **We** may at **Our** sole option, settle the claim for repairs to **Your Vehicle** by paying the amount quoted by **Our Approved Repairer** less the applicable **Excess**.
- 5 Notice of any prosecution inquest or fatal inquiry and every letter, claim, writ or summons must be sent to **Us** on receipt.
- 6 **You** must not, except with **Our** written consent, make any admission of liability, offer, repudiation or promise of payment on **Your** behalf or any person claiming payment under this policy.
- 7 **We** shall be entitled to take over and conduct in **Your** name or that of any person entitled to cover under this policy the defence or settlement of any claim or to prosecute any claim in the name of such person. **We** or a solicitor appointed by **Us** shall have full discretion in the conduct of any proceedings and in the settlement of any claim and shall be given all such information and assistance as they may require.
- 8 If **We** admit liability for a claim but there is a dispute as to the amount to be paid the dispute will be referred to an arbitrator. The

arbitrator will be appointed jointly by **You** and **Us** in accordance with the law at the time. The arbitrator must have reached a decision over the dispute before **You** may take any legal action against **Us**.

- 9 In connection with any one claim or series of claims arising out of any one event in respect of property damage **We** may at any time pay to **You** the amount of the cover provided by this policy (after deduction of any sum already paid as compensation) or any less amount for which such claim(s) may be settled. From the date such payment is made **We** shall relinquish control of the negotiations and legal proceedings in connection with such claim(s) and **We** shall be under no further liability in connection with such claim(s) other than for costs and expenses incurred with **Our** written consent prior to the date of such payment.
- 10 If, under the law of any country which this insurance covers **You** in, **We** must settle a claim which **We** would not have otherwise paid, **We** reserve the right to recover this amount from **You** or the person who made the claim.
- 11 **You** must provide **Us** with relevant information, documentation and permission to access **Your** driving record with DVLA if **We** ask **You** to do so.
- 12 If **We** have a legal responsibility to settle a claim under the **Road** Traffic Acts (1988) for a claim where **We** have refused cover because **You** have failed to provide information or have provided incorrect information, **We** can settle the claim or judgement without affecting **Our** position under this policy. **We** reserve the right to recover any payments made from **You**.