



Clear Car insurance



Welcome to LV= Broker

Thank you for choosing LV= Broker Clear Car insurance. We hope you'll be happy with the cover and service you get from us. This booklet tells you everything you need to know about your insurance, please keep it safe with your schedule and certificate of insurance.

A little bit more about us...

LV= and Liverpool Victoria are registered trademarks of Liverpool Victoria Financial Services Limited and LV= and LV= Liverpool Victoria are trading styles of the Liverpool Victoria group of companies. Your policy is underwritten by Highway Insurance Company Limited, part of the Liverpool Victoria General Insurance Group. You can find out more about us at www.LVbroker.co.uk/customers.

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Introduction

Your Clear Car policy is made up of several parts which must be read together as they form **your** contract.

Please take time to read all parts of this policy to make sure they meet **your** needs and that **you** understand the cover provided and the general exclusions and general conditions that apply. If **you** wish to change anything or if there is anything **you** do not understand, or any statement is incorrect, please contact your **insurance advisor**.

The parts of this policy are:

- this introduction; the General definitions; the Cover provided; the General exclusions and General conditions all of which apply to all sections of this policy.
- the **schedule**, which includes all **endorsements** applied to this policy while it is in force.
- the **certificate of motor insurance**
- the **Statement of Insurance** (only applicable where an application form was not required).

Any word or expression in this policy which has a specific meaning has the same meaning wherever it appears in this policy. These words are highlighted in bold.

We will insure **you** in accordance with and subject to the terms of this policy, in consideration of payment of the premium for the **period of insurance**.

Financial Services Compensation Scheme:

If **we** are unable to meet **our** liabilities **you** may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). Further information about compensation scheme arrangements is available at

www.fscs.org.uk

enquiries@fscs.org.uk

FSCS on 0800 678 1100
or 0207 741 4100

Important Information - Privacy Policy

A summary of how we use personal information

Highway Insurance Company Limited is the controller of personal information. We'll keep **you** informed about how **we** use personal information in the document 'Privacy Policy', which is available:

- online at www.LVbroker.co.uk/customers/data-protection

You have a number of rights concerning personal information. **You** can ask for a person to *review* an automated decision, and in certain circumstances to:

- *access* the personal information **we** hold about **you** or anyone on the policy.
- *correct* personal information **you** think is inaccurate or to update information **you** think is incomplete.
- have personal information *deleted* in certain circumstances.
- *restrict us* processing personal information, under certain circumstances.
- receive personal information in a *portable* format. This only applies to information **you** have provided to **us**.
- *object* to **us** processing personal information, under certain circumstances.

If **you** want to find out more or exercise these rights, contact GI Customer Support, LV=, County Gates, Bournemouth, BH1 2NF or email **us** at GICustomerSupport@LV.co.uk

You can also contact **our** Data Protection Officer: Data Protection Officer, 57 Ladymead, Guildford, Surrey, GU1 1DB, or via email at GIdataprotection@LV.co.uk

General definitions

The terms below have their meaning shown next to them and appear in bold throughout **your** policy.

Certificate of motor insurance

The document issued by **us** showing that this policy provides the cover **you** need by law to comply with the relevant United Kingdom and European Traffic laws. It shows who is entitled to drive **your car** and the purposes for which **your car** can be used.

Endorsement

Changes to the terms and conditions of **your** policy which will be shown in **your schedule**.

Excess/Excesses

The amount **you** will have to pay if **you** make a claim regardless of who was to blame. The **excess** amounts are shown in this policy but other additional **excesses** may be shown in **your schedule**.

Highway Insurance Company Limited

An insurance company, part of the Liverpool Victoria General Insurance Group, authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Insurance Advisor

This is the person who **you** arranged **your** insurance with.

Market value

The cost of replacing **your car** at the time of the loss or damage, taking into account its make, model, specification, age, mileage and condition.

This will not exceed the estimate of value that **you** last gave to **us**.

Period of insurance

The period **you** are covered for as shown on **your certificate of motor insurance** and **schedule**.

Prejudicial Claim

Any claim made against **your** policy that has either resulted in **us** making a payment and **we** are not able to recover the full amount of this payment, or a claim that is outstanding and responsibility for the claim has not been decided.

Recommended Repairer

The national network of repairers **we** work with as part of a claim to repair **your car**.

Schedule

A document which includes **your** details and specifies the cover provided by **your** policy and any **endorsements** applying to **your** policy.

Spouse/Civil Partner

The person **you** are legally married to or have entered a legal Civil Partnership with.

Statement of Insurance

A record of the information **you** have provided **us** with.

Territorial limits

Great Britain, Northern Ireland, The Channel Islands, The Isle of Man, Andorra, Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, San Marino, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland and the Vatican City. It also includes travelling between these countries by air, rail or sea, including loading and unloading.

We, us, our

Highway Insurance Company Limited.

You, your, yourself

The insured named on the **schedule**.

Your car

Any car and accessories in, on or attached to it, as described in paragraph 1 of **your current certificate of motor insurance** or **your policy schedule**.

Claims information

We aim to provide **you** with the best claims service that **we** can. If **you** use the services **we** have put in place to achieve this, **we** can provide a better service than when the claim is outside **our** control.

To make a claim

0800 681 6366(24 hours a day, 365 days a year)

Abroad phone number 01202 556797

For glass only claims 0800 169 9499

If any accident, injury, loss or damage occurs **you**, or **your** legal representative, must follow these simple steps:

1. Call **us** as soon as possible after the accident – please have **your** policy number and as much information as possible about the claim ready when **you** call.
2. If **your car** is stolen or vandalised, report this to the police immediately and take a note of the crime reference number.
3. Speak to **us** before **you** make any arrangements for replacement or repair

You must also:

- Immediately send **us**, all communications from other people involved without replying
- Immediately tell **us** about and send to **us** any notice of intended prosecution, inquest, fatal accident inquest, or any writ, summons or process without replying.
- Tell **us** straightaway if the insured vehicle is stolen and **you** later get it back, or discover where it is.
- Get **our** permission before ordering any new part or accessory, and before paying for any transport outside the United Kingdom.
- Give any information, help, co-operation and documentation **we** need, including going to court if necessary.
- Pay any **excess** that applies
- If **you** are registered for VAT, pay any VAT that applies

You must not, without **our** consent:

- Negotiate or admit responsibility
- Make any offer, promise, payment or settlement

We're entitled to do the following:

- Have total control to conduct, defend or settle any claim
- Take proceedings in **your** name, or that of any other person insured, at **our** own expense and for **our** own benefit to recover any payment **we** have made.

Handling your claim (See Sections 2 and 6)

If **your car** is being repaired by a **Recommended Repairer** they will provide **you** with a courtesy vehicle for the duration of the repair to **your car**.

A courtesy vehicle provided under this section will usually be a class A (small hatchback) courtesy car.

We will insure the courtesy vehicle under this insurance in exactly the same way as **we** insure the insured vehicle. **You** must return the courtesy vehicle when the owner or **we** ask **you** to or if this insurance expires and **you** do not renew it.

Paying your claim (See Sections 2 and 6)

We will:

- Pay the reasonable cost of protecting and returning the insured vehicle to the address shown on the **schedule** (within the United Kingdom unless **we** have agreed otherwise first).
- Entirely at **our** discretion and subject to payment of the policy **excess**, arrange to:
 - a) repair the damage at a **Recommended Repairer**. **We** may decide to use suitable parts or accessories which are not supplied by the original manufacturer, or alternatively authorise repairs at a repairer of **your** choice subject to the provision of satisfactory estimates.
 - b) pay **you** the cost of replacing or repairing the damaged parts, including their fitting, or
 - c) treat **your car** as a total loss and replace **your car** or pay **you** the **market value** of **your car** less any applicable **excess**. Once **you** accept **our** offer or **we** have paid the claim (or both) the insured vehicle becomes **our** property, unless **we** agree otherwise.
- If any part or accessory is not available, the most **we** will pay for that part will be the cost shown in the manufacturer's last United Kingdom price list, plus a fitting cost
- Not pay the whole cost of any repair or replacement that leaves the vehicle in a better condition than before the loss or damage (**you** will pay part of the cost of the repair or replacement).
- Not refund any premium if the insured vehicle is written off or there is any claim.
- Settle the claim to the legal owner, up to the **market value**, if **your car** is part of a hire-purchase or leasing agreement, or belongs to someone else. **We** will not pay the VAT element of any claim if **you** are registered for VAT.
- If **we** declare the insured vehicle a total loss (write off), **you** must pay whatever **you** owe **us** before **we** will pay **your** claim, or **we** may take what **you** owe **us** from anything **we** pay **you**.

Complaints procedure

1

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

2

We will always confirm to **you** the receipt of **your** complaint within five working days. If **we** cannot resolve it within this time **we** will provide **you** with fortnightly updates on the current status of **your** complaint.

3

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

4

If **you** have a complaint please contact **our** Customer Care Department via the options on the opposite page.

Using **our** complaints procedure or contacting the Financial Ombudsman Service does not affect **your** legal rights.

Complaints procedure (continued)

The Customer Care Department,
LV= Brentwood,
PO Box 9104,
Frizzell House,
County Gates,
Bournemouth,
BH1 9DB

Tel: 0800 633 5386
For Text Phone please dial 18001 first.

Email: complaints@LVbroker.co.uk

You have the right to refer your complaint to the Financial Ombudsman, free of charge – but you must do so within six months of the date of the final response letter.

If **you** do not refer **your** complaint in time, the Ombudsman will not have **our** permission to consider **your** complaint and so will only be able to do so in very limited circumstances. For example, if the Ombudsman believes that the delay was as a result of exceptional circumstances.

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Website: www.financial-ombudsman.org.uk
Telephone: **0800 0234567** or **0300 1239123**
Email: complaint.info@financial-ombudsman.org.uk

The cover provided

Cover under **your** policy is comprehensive and all sections apply unless **your schedule** shows **endorsements** saying otherwise.

The General exclusions and General conditions at the back of this policy apply to all sections.

Changes to your circumstances

Please contact **your insurance advisor** if there are any changes to **your** circumstances which could affect **your** insurance. There are some changes that **you** should tell **us** about before they happen, for example, if **you** intend to change **your car** or if **you** wish to include other drivers.

Please refer to General Condition 10 of this policy.

If **your** circumstances change and **you** do not tell **us**, **you** may find that **you** are not covered if **you** need to make a claim.

Section 1 – Your liability to others

What is covered in section 1

1a Cover we provide for you

We will pay all the amounts **you** legally have to pay as a result of using **your car** and any trailer, caravan or vehicle being towed by it if **you**:

- cause the accidental death of or bodily injury to any person; or
- cause accidental damage to anyone's property.

In respect of accidental damage to property **we** will not pay any more than £20,000,000 including all costs (or any higher amount or any higher limit provided for by local legislation in territories outside the United Kingdom but within the **territorial limits**) for any one occurrence or series of occurrences arising from one cause.

1b Driving other cars

If **your** current **certificate of motor insurance** includes driving other cars, this policy provides the same cover as 1a above when **you** are driving any other car provided:

- **You** do not own or have not hired the car under a hire purchase or lease hire agreement
- The car must have valid cover in force under another insurance policy
- **You** have the owner's permission to drive the car
- The car is being driven in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.
- **You** are 25 years of age or over
- **You** are not a company, firm or more than one person and
- The car is being used within the limitations of use shown in **your** current **certificate of motor insurance**.

What is covered in section 1 (continued)

2 Cover we provide for other people

We will cover the following people for legal liabilities to others:

- Anyone **you** allow to drive or use **your car** as long as they are entitled to drive by **your current certificate of motor insurance** and **your schedule** and are using **your car** within the limitations of use specified in **your certificate of motor insurance**
- Anyone travelling in, getting into or out of **your car**.
- The employer of anyone **you** allow to drive or use **your car** as long as they are entitled to drive and this use is covered by **your current certificate of motor insurance**.

3 Your legally appointed representatives

After the death of anyone who is insured under this policy, **we** will protect that person's estate against any liability they had if that liability is insured under this policy.

4 Legal fees and expenses

If there is an accident insured under this policy **we** will, subject to **our** written agreement, arrange and pay for:

- a solicitor or barrister to represent anyone insured under this policy at a coroner's inquest or criminal court;
- defending anyone insured under this policy if they are charged with manslaughter or causing death by careless, reckless or dangerous driving.

5 Emergency medical treatment

If there is an accident insured by this policy, **we** will pay for emergency medical treatment which is required under any compulsory motor insurance legislation.

What is not covered in section 1

We will not cover

Liability for causing the death of or bodily injury to any employee in the course of their employment by anyone insured by this policy unless cover is compulsory under motor insurance legislation within the **territorial limits** of this policy.

Liability for loss of or damage to property which belongs to or is held in trust by **you**, or is in **your** care custody or control.

Liability for loss of or damage to property which belongs to, is held in trust by or is in the care custody or control of anyone **you** allow to drive **your car** and who is entitled to drive by **your current certificate of motor insurance**.

Liability for loss of or damage to a car being driven by **you** under section 1b 'Driving other cars'

Liability incurred by anyone covered under any other insurance.

Liability caused by using **your car** on any part of an aerodrome, airport, airfield or military base where aircraft can go.

Loss of or damage to any trailer, caravan or vehicle being towed by **your car**.

Section 2 – Loss of or damage to your car

What is covered in section 2

Damage to your car

We will, at **your** request, pay for:

- loss of or damage to **your car** up to the **market value** of **your car**; if **we** repair **your car** **we** may use alternative parts not supplied by the original manufacturer.
- the cost of replacing a child's car seat fitted in **your car** with a new one of the same or similar model if the existing seat is being used and is damaged as a result of a road traffic accident.
- the cost of draining **your car's** fuel tank due to accidental misfuelling and of repairing any damage caused to **your car's** engine as a consequence of it.
- the cost of protecting and removing **your car** to the nearest repairer and the cost of delivering **your car** back to **you** after it has been repaired as long as **your** home is in the United Kingdom, Channel Islands or the Isle of Man.
- replacement or repair of **your car's** windscreen, windows or sunroof.

Replacing your car

We will, at **your** request, replace **your car** with a new one of the same make, model and specification if **your car** is:

- stolen and not recovered within 28 days of **you** reporting the theft to **us**; or
- damaged to the extent that the cost of repair is more than 50% of the price of an identical new car at the time of loss or damage (based on the manufacturers last United Kingdom list price).

We will only do this if:

- **you** have owned **your car** (or it has been hired to **you** under a hire-purchase agreement or personal contract hire agreement) since it was first registered as new;
- the loss or damage happens before **your car** is one year old;
- **we** have **your** permission or the hire-purchase company's permission to replace **your car**;
- **your car** is in current production and available in the United Kingdom.

If **your car** is on lease hire, hire purchase or personal contract hire, **we** may be required to pay the owner for damage to **your car**. In that event **our** payment will be in full and final settlement of **our** liability under this section.

Electric vehicles – Leased batteries

In the event of loss or damage insured under this section, **we** may be required to make **our** payment to the owner of **your car's** battery, or batteries, if the battery is leased or hired.

What is not covered in section 2

We will not cover

Loss of or damage to **your car** following theft or attempted theft if it was unoccupied at the time of the loss or damage, unless **your car** was locked and the ignition key or other removable ignition device was not in or on **your car**.

Loss or damage to **your car** resulting from fraud or deception or by using any counterfeit form of payment which a bank or building society will not authorise.

Any amount over £750 for loss of or damage to audio, communication, navigational, or in-car entertainment equipment unless it is standard equipment, or a manufacturer fitted optional extra for **your car** when built. Such equipment must be permanently fitted to **your car** and operated exclusively by **your car's** electrical system.

Fire, theft and malicious damage excess

You will have to pay the first £120 of any claim made for fire, theft, attempted theft or malicious damage.

Windscreen Damage Excess

If **your** claim is only for repair or replacement of **your car's** windscreen, windows or sunroof or for bodywork scratched as a direct result of a damaged windscreen, window or sunroof **you** will have to pay the first –

- £75 for replacement using **our recommended repairer**
- £Nil for repair using **our recommended repairer**
- £100 for replacement or repair using any other repairer

We encourage the use of repair rather than replacement where possible.

Accidental damage excess

If **your** claim is not for fire, theft, malicious damage or windscreen, **you** will have to pay the **excess** shown in the category of driver table below. These **excesses** are additional to any other **excess** which may apply (please refer to **your schedule**).

Section 2 – Loss of or damage to your car (continued)

What is not covered in section 2 (continued)

Category of driver

Driver's Age	Experienced	Inexperienced
17 to 20	£350	£350
21 to 24	£250	£350
25 or over	£120	£250

An inexperienced driver is someone who has not held a full licence issued in the European Union, Great Britain, Northern Ireland, the Channel Islands or the Isle of Man for at least one year.

Wear and tear, depreciation, mechanical, electrical, electronic or computer failures, breakdowns or breakages.

Damage to tyres caused by braking, punctures, cuts or bursts.

Damage or destruction due to pressure waves caused by aircraft or other flying objects.

Loss of value following repairs to **your car**.

Loss of use of **your car** or other indirect loss such as travel expenses or loss of earnings.

Loss or damage arising from confiscation, requisition or destruction of **your car** by or under order of any government, Public or Local Authority.

Any damage caused deliberately by **you** or anyone else insured under this policy.

The cost of reinstating or replacing data of any type that was held in or stored on any equipment in **your car**.

Any loss or damage as a result of theft of, or the unauthorised taking of, **your car** by a family member or anyone who lives with **you**, unless **you** report them to the police for taking **your car** without **your** consent.

Section 3 – Medical expenses

Following an accident involving **your car we** will pay;

- medical, surgical and dental fees up to £200 for each person
- veterinary fees up to £200 for each domestic pet (for a maximum of two pets) if they are injured while travelling in **your car**.

We will also pay **you** £30 a day for up to 30 days if **you** have to stay in hospital.

Section 4 – Personal belongings

What is covered in section 4

We will pay, at **your** request, up to:

- £300 for personal belongings
- £200 for wheelchairs, prams, child's push chairs, buggies and carrycots

while in or on **your car** if they are lost or damaged by an accident, fire, theft or attempted theft.

What is not covered in section 4

We will not pay for loss of or damage to:

- money including cash, cheque books, credit, debit cheque and loyalty cards
- tickets vouchers documents or securities (financial certificates such as shares and bonds);
- jewellery including watches;
- mobile phones
- goods, samples or business equipment which **you** or any person insured by this policy carry in connection with any trade or business

We will not pay for any loss following theft or attempted theft if **your car** was unoccupied at the time of the loss, unless

- **your car** was locked and the ignition key or other removable ignition device was not in or on **your car**, or
- **your** personal belongings were stolen from the locked boot of **your car** if **your car** is a convertible.

Section 5 – If you or your spouse or civil partner are involved in an accident

What is covered in section 5

If **you** or **your spouse** or **civil partner** are in an accident while travelling in **your car** or getting into or out of any motor car and this is the only cause of death or bodily injury to **you** or **your spouse** or **civil partner**, **we** will pay £5,000 per person if **you** or **your spouse** or **civil partner** die, suffer the total and permanent loss of sight in one or both eyes or lose any limbs.

We will only pay for one benefit for death or injury to each person for any one injury in any one **period of insurance**.

What is not covered in section 5

We will not cover

- death or loss of sight or limb if this happens more than three months after the accident.
- any loss under this section if **you** are a firm, company or more than one person.
- deliberately injuring **yourself** or **your spouse** or **civil partner**
- suicide or attempted suicide
- any injury caused by a natural disease or weakness;
- any injury caused by being under the influence of drugs or alcohol to a level which would be a driving offence in the country where the accident happens.

Section 6 – Replacement locks

We will cover the cost of changing locks on **your car** if the keys, transmitter or immobiliser key have been lost or stolen provided **you** report the loss to the police within 24 hours of discovering it.

The maximum **we** will pay for any one claim is £1,000.

Section 7 – Foreign travel

This policy provides the minimum cover **you** need by law to use **your car** in the following countries:

Territorial limits – Great Britain, Northern Ireland, The Isle of Man, The Channel Islands, Andorra, Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, San Marino, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland and the Vatican City. It also includes travelling between these countries by air, rail or sea, including loading and unloading.

Where the level of cover in any European Community Member State is less than that provided by the legal requirements of the United Kingdom, the level of cover that applies in the United Kingdom will apply in that Member State.

This policy also provides the cover shown in the **schedule** in any country in the **territorial limits** as long as:

- **your car** is otherwise permanently kept in Great Britain, Northern Ireland, the Channel Islands or The Isle of Man
- **your** main permanent address is in Great Britain, Northern Ireland, the Channel Islands or The Isle of Man,
- **your** visits are only temporary and do not exceed 90 days in any one **period of insurance**.

For cover outside the **territorial limits** or an extended period **you** must tell **your insurance advisor**.

If **we** agree to extend cover **we** may charge an additional premium or apply terms or both.

We will pay any customs duty if **your car** is damaged and **we** cannot return it to Great Britain, Northern Ireland, the Channel Islands or the Isle of Man after a claim covered by this policy.

Section 8 – No claim discount (NCD)

We will give **you** a no claim discount as long as the insurance has been in force for 12 months and that each renewal period is for a further 12 months.

Claims that will not reduce your no claim discount:

- Claims **we** pay solely for a broken windscreen or windows, or for repairing scratched paintwork directly caused by broken glass; and
- Claims made due to an accident with an uninsured driver, provided that **you** are able to meet the conditions of Section 11 – Uninsured Drivers, please see page 26 for further details.

If **you** do not make a claim **your** NCD will continue to increase at each renewal up to a maximum of 9 years.

If **you** have not chosen to protect **your** NCD, each claim in the **period of insurance** will reduce the discount by two years.

If **you** have chosen to protect **your** NCD and paid an extra premium for this, **we** will not reduce **your** discount when **you** renew **your** policy if **you** have made only one claim. If **you** make more than one claim in the **period of insurance** **your** NCD will be reduced by two years for each additional claim made.

The tables overleaf show how this works both with and without NCD protection.

You will not be able to protect **your** NCD if **you** have earned less than 4 years NCD at the beginning of the **period of insurance**.

Section 8 – No claim discount (NCD) (continued)

NCD Years without no claims discount protection

NCD Years at inception or last year's renewal	NCD Years at next renewal without no claims discount protection			
	Prejudicial Claims since the beginning of the period of insurance			
	None	1	2	3 or more
0	1	0	0	0
1	2	0	0	0
2	3	0	0	0
3	4	1	0	0
4	5	2	0	0
5	6	3	1	0
6	7	3	1	0
7	8	3	1	0
8	9	3	1	0
9+	9	3	1	0

NCD Years with no claims discount protection

NCD Years at inception or last year's renewal	NCD Years at next renewal with no claims discount protection				
	Prejudicial Claims since the beginning of the period of insurance				
	None	1	2	3	4 or more
0	1	n/a	n/a	n/a	n/a
1	2	n/a	n/a	n/a	n/a
2	3	n/a	n/a	n/a	n/a
3	4	n/a	n/a	n/a	n/a
4	5	4	2	0	0
5	6	5	3	1	0
6	7	6	3	1	0
7	8	7	3	1	0
8	9	8	3	1	0
9+	9	9	3	1	0

Section 9 – Emergency accommodation and travel expenses

We will pay **you** and any person travelling in **your car** up to £40 for any overnight accommodation or to travel home if **your car** is stolen or damaged as a result of an accident covered under this policy.

Section 10 – Loss of vehicle licence

Following the total loss of **your car** due to an event covered by this policy **we** will pay **you** the unused portion of the road fund licence if **you** are unable to make a recovery from the Licensing Authorities.

Section 11 – Uninsured drivers

If **you** make a claim following an accident and the driver of the other vehicle is not insured **you** will not lose **your** no claim discount or have to pay any **excess** as a result of that accident provided;

- **we** establish that the accident is not **your** fault and
- **you** are able to provide details of the other vehicle's make, model and registration number and
- **you** provide the name and address of the person driving the other vehicle if possible.

You may have to pay **your excess** when **you** first claim and **you** may also temporarily lose **your** no claim discount. If subsequently **we** are satisfied that the accident was not **your** fault **we** will repay **your excess**, reinstate **your** no claim discount and refund any premium which may be due to **you**.

Section 12 – Luggage trailer

What is covered in section 12

We will pay up to £250 under Section 2 (Loss of or damage to **your car**) of this policy for loss or damage to a luggage trailer, whether or not it is attached to **your car** at the time of the accident or loss.

What is not covered in section 12

Any damage caused deliberately by **you** or anyone else insured under this policy.

General exclusions applying to all parts of this policy

What is not covered

- 1 We** will not cover loss or damage or legal liability directly or indirectly caused by:
 - ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the burning of nuclear fuel; or
 - the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear machinery or any part of it.
- 2 We** will not cover loss, damage, injury or liability as a result of:
 - earthquake;
 - underground fire; or
 - war, invasion, revolution or any similar event.

However, **we** will provide the cover **you** need to meet the requirements of any compulsory insurance legislation in force within the **territorial limits** of this policy.

- 3 We** will not cover any claim or damage arising while **your car** is being:
 - driven by anyone who is not mentioned in the "Person or classes of persons entitled to drive" section noted in **your** current **certificate of motor insurance**; or
 - used for a purpose which is not permitted by **your** current **certificate of motor insurance**.

However, this exclusion does not apply to:

- claims under Section 2 (Loss of or damage to **your car**);

and

- the cover given to **you** (and to no other person) under Section 1 (**Your** liability to others) while **your car** is being used without **your** authority or by a motor trader for servicing or repair.

- 4 We** will not cover any loss, damage or liability caused by riot or civil commotion outside England, Scotland, Wales, the Channel Islands or the Isle of Man unless **we** have to meet any compulsory motor insurance legislation.
- 5 We** will not cover loss, damage, liability, cost or expense of whatever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing at the same time or in any other sequence to the loss.

For the purpose of this exclusion an act of terrorism means;

- the use, or threatened use, of biological, chemical and/or nuclear force by any person or group of people whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.
- any act deemed by the government to be an act of terrorism.

General exclusions applying to all parts of this policy (continued)

What is not covered (continued)

6 **We** will not cover any loss, damage or liability caused directly or indirectly by pollution or contamination unless the pollution or contamination is directly caused by a sudden individual, unintentional and unexpected incident which entirely takes place at a specific time and location during the **period of insurance**.

All pollution or contamination which results out of one incident shall be considered to have occurred at the time the incident took place. This exclusion shall not apply where **we** have to meet the requirements of any compulsory motor insurance legislation in force within the **territorial limits** of this policy.

7 Loss damage or liability arising out of or as a result of any agreement or contract **you** have entered into.

8 **We** will not pay more than **our** legal liability under compulsory motor insurance legislation for any claim, if the driver of **your car**, at the time of the accident

- is found to be over the permitted limit for alcohol
- is unfit to drive through drink or drugs, whether prescribed or otherwise
- fails to provide a sample of breath, blood or urine when required to do so, without lawful reason

If **we** are obliged to make a payment in such circumstances **we** reserve the right to seek to recover any such amounts from **you** or the driver of **your car**.

General conditions applying to this policy

1 Premiums

You shall pay the premium or any premium instalment on demand. If **you** pay **your** premium by instalments, in the event that **you** fail to pay one or more instalments whether in full or in part, **we** will cancel the policy in line with General Condition 9 of this policy.

2 Taking care of your car

You must do all **you** reasonably can to protect **your car** from damage or theft and keep it in a good and roadworthy condition. Where required by law, **your car** must have a current Department for Transport test certificate (MOT). If **we** ask, **you** must allow **us**, or **our** representative, to inspect **your car** at any reasonable time.

3 Keeping to the terms of the policy

We will only give **you** the cover described in this policy if:

- any person claiming has met all the conditions as far as they apply; and
- any declarations made and information given to **us** verbally electronically or in writing on the application or **Statement of Insurance** on which this policy is based is complete and correct as far as **you** know.

4 Other insurances

We will not make any payment if there is cover under any other insurance.

5 Compulsory insurance

If the law of any country in which this policy covers **you** says **we** must pay a claim which **we** would otherwise not have paid, then **we** are entitled to recover such payments from **you**.

6 Misrepresentation, Fraud and Financial Crime

If **you** or anyone representing **you**:

- provides **us** with misleading or incorrect information to any of the questions asked when applying for, amending or renewing this insurance;
- deliberately misleads **us** to obtain cover, gain a cheaper premium or more favourable terms;
- provides **us** with false documents
- makes a fraudulent payment by bank account and/or card;

We may:

- agree to amend **your** policy to record the correct information, apply any relevant policy terms and conditions and collect any additional premium due including any premium adjustment charge to cover **our** operational costs;
- reject a claim or reduce the amount of payment **we** make;

General conditions applying to this policy (continued)

- cancel or void **your** policy (treat it as if it never existed), including all other policies which **you** have with **us**, and apply a cancellation premium charge.

Where fraud is identified **we** will:

- not return any premium paid by **you**.
- recover from **you** any costs **we** have incurred.
- pass details to fraud prevention and law enforcement agencies who may access and use this information. Other insurers may also access this information.

Claims Fraud

If **you** or anyone representing **you**:

- makes a claim or part of any claim that is fraudulent, false or exaggerated;

We may:

- reject the claim or reduce the amount of payment **we** make;
- cancel **your** policy from the date of the fraudulent act and not return any premium paid;
- recover from **you** any costs **we** have incurred relating to the fraudulent claim and any further claims notified after the date of the fraudulent act;
- pass details to fraud prevention and law enforcement agencies who may access and use this information. Other insurers may also access this information.

7 Arbitration

If **we** accept **your** claim but **you** do not agree with the amount **we** will pay **you**, **we** will refer the matter to an arbitrator chosen by **you** and **us**. **You** cannot take any action against **us** until **you** and **we** have received the arbitrator's final decision.

8 Reflection period (applicable to new policies and renewals)

You may cancel this policy within 14 days of the date **you** receive it. If **you** wish to do this, please contact **your insurance advisor**. **Your** policy will be cancelled from the date **you** request, or the date **your** request is received, whichever is the later. If **you** choose to do this and provided **your** request is received on or before the 14th day, **you** are entitled to a refund of the premium **you** have paid for this insurance. **We** will charge a pro-rata premium plus £15 plus Insurance Premium Tax to cover **our** operational costs which is subject to a minimum amount payable of £25 plus Insurance Premium Tax except where an incident has occurred which may give rise to a **prejudicial claim**, in which case the full annual premium will be payable to **us**.

9 Cancelling your policy (outside the Reflection period)

We may cancel this policy by giving **you** seven days notice in writing to **your** last known address. If this happens **we** will refund the part of the premium that **you** have not yet used.

We may cancel **your** policy where there are serious grounds to do so, this includes:

- failure to meet the terms and conditions of this policy;
- where **you** are required in accordance with the terms of **your** policy 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;
- failure when requested to supply **us** with other relevant documentation or information that **we** need;
- changes to **your** policy details or circumstances that **we** do not cover under **our** policy; or
- use of threatening or abusive behaviour or language, or intimidation or harassment of **our** staff or suppliers.

We will cancel **your** policy immediately if:

- **we** identify misrepresentation or any attempt to gain an advantage under this insurance to which **you** are not entitled;
- **we** identify **your** involvement in or association with insurance fraud and/or financial crime.

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

If **you** wish to cancel this policy, please contact **your insurance advisor**. **Your** policy will be cancelled from the date **you** request, or the date **you** contact **your insurance advisor**, whichever is the later.

If **you** cancel the policy before the first renewal date **we** will refund the part of the premium **you** have not yet used less a charge of £50 plus Insurance Premium Tax except where an incident has occurred that may give rise to a **prejudicial claim**. If such an incident has occurred the full annual premium will be due to **us**.

If **you** cancel the policy after the first renewal date **we** will refund the part of the premium **you** have not yet used less a charge of £25 plus Insurance Premium Tax, except where an incident has occurred that may give rise to a **prejudicial claim**. If such an incident has occurred the full annual premium will be due to **us**.

General conditions applying to this policy (continued)

10 Changing your details

You must tell **us** about any changes that may affect **your** policy cover. If **we** are not informed of any changes or corrections this may affect **your** ability to claim under **your** policy.

Changes you must tell us about before continuing to use your car:

If **you** want to

- change **your car**;
- make any changes to **your car** that makes it different from the manufacturer's standard UK specification;
- use **your car** for a purpose not permitted in **your Certificate of Motor Insurance**;
- add a new driver.

Changes you must tell us about at your first opportunity:

If **you**

- change **your** address, or where **you** normally keep **your car**;
- or any other driver covered by **your** policy, are convicted of a criminal or motoring offence including fixed penalty notices;
- or any other driver covered by **your** policy, have a prosecution pending for any motoring offence;
- or any driver covered under **your** policy become unemployed or change occupation, including any part-time work;
- or any other driver have had changes made to the status of **your** or their driving licence;
- exceed **your** stated annual mileage; or
- any driver covered under **your** policy have a change of name due to marriage or via Deed Poll.

When **you** tell **us** of a change of details **we** will reassess the premium and terms of **your** policy. **You** will be informed of any revised premium (which will include a charge of £10 plus insurance premium tax to cover operational costs) or terms and asked to agree before any change is made.

To reduce costs **we** will not refund or charge amounts less than £25 plus insurance premium tax.

In some circumstances **we** may not be able to continue **your** policy following the changes, where this happens **you** will be told and the policy will be cancelled in line with the provisions of General Condition 9.

11 Rights of Parties

A person or company who was not a 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.

12 Car sharing

Your policy also covers **your car** when **you** are paid for carrying passengers for social reasons, as long as:

- **your car** is not built or adapted to carry more than eight passengers (including the driver);
- the passengers are not being carried as part of a business of carrying passengers; and
- **you** do not profit from the total amount of money **you** are paid for the journey.

If **you** have any doubts as to whether or not any car sharing **you** have arranged is covered by this policy, please contact **us** or **your insurance advisor**.

13 Renewal

Regardless of **your** claims history, **your** no claim discount or whether **you** have paid for no claim discount protection at renewal **we** have the right to amend **your** policy terms and conditions.

This includes:

- imposing terms such as the application of **excesses** or **endorsements**;
- increasing **your** premium;
- excluding cover;
- amending the policy wording;
- changing **your** payment type; and/or
- declining to renew **your** policy.

We will notify **you** in writing of any such action prior to the renewal date of **your** policy.

14 Proof of no claims

If **you** have declared to **us** that **you** are entitled to a No Claim Discount in respect of the car covered under this policy **we** will require proof of this No Claim Discount in writing, unless **we** otherwise agree.

If **you** do not provide this proof **your** policy may be invalid or **we** may change the terms or premium.

Your period of no claims must have been earned on a private car policy in the United Kingdom which expired no more than 2 years before the start of this policy.

15 Tax and registration

Your car must be taxed where applicable and registered in Great Britain, Northern Ireland, the Channel Islands or Isle of Man.

16 Choice of law

Unless **we** agree with **you** to apply the laws of another country, English law will apply to this contract (unless **you** live in Guernsey or Jersey, where Guernsey or Jersey law will apply).

Protecting your car and belongings

The following information is for guidance only; it does not form part of your policy

Remove the ignition key or other removable ignition device when you get out of the car, even when parking in your own drive or at a petrol station. Your policy may not cover you if your car is unoccupied with the keys inside it or on it.

If you can, leave the car in a locked garage and lock your car and the garage. If you do not have a garage, try to park in a well-lit, open space.

Don't leave money, credit cards or cheque books in the glove compartment.

Don't leave any belongings in your car. A thief won't know that a bag or coat doesn't contain something valuable and might break a window to get at it. If you can't take them with you, lock them out of sight. If you have a removable sat nav remove the cradle as well as the device plus any suction marks that could show that it is in your car.

Never leave a door unlocked or a window or sunroof open, even when just going into a shop for a moment or two. If you use the key fob check the car has actually locked before you leave it. Your policy may not cover you if you do not protect your car against damage or theft.

Remember! Your policy may not cover loss of your vehicle, accessories or spare parts if your ignition key or other removable ignition device is in, or on, an unoccupied vehicle.

When parking in a public car park, look for one that is well supervised, with restricted entry and exit points, good lighting and security cameras. Wherever possible use Park Mark® car parks – details of approved Park Mark® car parks can be found on www.parkmark.co.uk

Never leave your car documents in the car; they could help a thief to sell it.

Etch the car's registration number on all glass surfaces – windows, sunroofs etc. Thieves don't want the expense of replacement.

If your car is not fitted with an alarm or immobiliser, consider fitting one which is Thatcham approved. Also think about fitting a tracking device especially if you have a high-performance or an expensive car.

At home, ensure your car keys are kept in a safe place, out of sight and away from windows and doors.

DON'T GIVE THEM AN EASY RIDE





If there is an accident or theft in the United Kingdom call us on

0800 681 6366



For accidents or theft outside the United Kingdom call us on

01202 556 797



If you suffer windscreen or glass damage call us on

0800 169 9499



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