

# Your car insurance policy booklet



**Privilege.**<sup>®</sup>

# Contents

<b>Welcome to Privilege</b>	<b>3</b>	<b>Where you can drive</b>	<b>22</b>
<b>Making a claim</b>	<b>4</b>	<b>Losses we don't cover</b>	<b>23</b>
<b>How much we'll pay at a glance</b>	<b>6</b>	<b>Other conditions you need to know about</b>	<b>25</b>
<b>Your cover</b>	<b>8</b>	<b>How the policy works</b>	<b>26</b>
Section 1: Third Party, Fire and Theft	8	<b>Everything else</b>	<b>30</b>
Section 2: Comprehensive and Comprehensive Plus	11	<b>Glossary</b>	<b>31</b>
<b>Cover options</b>	<b>15</b>	<b>If you have a complaint</b>	<b>34</b>
Section 3: Motor Legal Cover	15	<b>How to get in touch</b>	<b>Back cover</b>
Section 4: Guaranteed Hire Car Plus	19		
Section 5: Protected No Claim Discount (NCD)	21		

## If you're in an accident

### Stop

You must stop after an accident and:

- › Check whether anyone's been injured.
- › Check whether there's any damage to property.
- › Call the emergency services if needed.

### Report it

Let the police know as soon as you can if:

- › Anyone's injured.
- › Anything's been stolen.
- › The other driver fails to stop.
- › There's no other driver involved, but there has been any damage to property.
- › **Your car** is causing a traffic jam.
- › You have any concerns about your safety or the safety of others.

### Swap details

Try to talk to the other driver or drivers where possible, so long as it's safe to do so. Share your:

- › Contact details.
- › Insurance information.
- › Car make and model and registration number.

If there are witnesses, try to get their details too.

### Take notes and pictures

Record as much detail as you can as soon as you reasonably can. For example:

- › Take pictures on your phone.
  - › Make a drawing of the scene.
  - › Make notes of key details, such as your location.
  - › Make notes about how the accident happened.
- This information will help us to assess any claim.

### Don't negotiate

It's up to us, or the police, to decide the cause of any incident. So **never do any of the following** – we'll do this for you.

- › Admit responsibility, even if you think it may have been your fault.
- › Negotiate with the other driver.
- › Offer to pay for any damage.

### Get in touch with us by calling 0345 246 8539

Let us know what's happened as soon as you can, even if you don't intend to claim for damage to **your car**. We'll let you know what to do.

Please also tell us if anything's been stolen.

# Welcome to Privilege

## This booklet tells you all about your car insurance.

### About the policy

The **policy** is made up of:

- › This booklet.
- › Your **car insurance details**.
- › Your **certificate of motor insurance**.

If the **policy** includes Green Flag breakdown cover:

- › Your breakdown cover and your car insurance are part of the same **policy**.
- › The **policy** also includes the Green Flag policy booklet we've given you.

Please read all these documents carefully and keep them safe in case you need them.

### Words in bold type

Some of the words and phrases we use in this guide have a specific meaning – for example, **your car** or **modifications**.

We've highlighted these words using bold type. You can find the exact meanings of these words in the glossary on page 31, or at the start of each section.

## FAQs

### How much will you pay if my car is damaged?

If **your car** is damaged, we'll pay the cost of repairing or replacing your vehicle up to its UK **market value**. This is the current value of the vehicle at the time of the claim. It may be different to the amount you paid or any amounts we spoke about when you insured your vehicle with us.

### Am I covered if I drive other cars?

Your **certificate of motor insurance** will show who has cover to drive other cars. We'll only cover injury to third parties, or damage caused to their property, not to the car being driven – see 'Liability to other people' on page 8.

### Am I covered if I leave my car unlocked or the keys in the car?

We won't pay a claim for theft if **your car** is left:

- › Unlocked.
- › With keys or key fobs in, on, or attached to the car.
- › With the engine running.
- › With a window or roof open.

### What's not included in my cover?

Your insurance is designed to cover you if you're in an incident or **your car** has been stolen or damaged. So we don't cover things like:

- › Breakdowns (unless you've purchased Green Flag breakdown cover)
- › Mechanical or electrical failure.
- › Wear and tear.
- › Damage to tyres caused by braking, punctures, cuts or bursts.

We won't provide cover if **your car** is being used:

- › By someone who's not insured on the **policy**.
- › By someone who's disqualified from driving.
- › For a purpose that's not allowed under the **policy**.

You can find full details of what's not covered by the **policy** in each cover section, and in 'Losses we don't cover' on page 23.

### Does Privilege have a national network of approved repairers?

Yes, we have a UK-wide repair network of **approved repairers**. If you use one of these, they'll deal with all aspects of your repair. They'll arrange a time to collect **your car**, work on the repairs, and deliver **your car** back to you once everything's done.

# Making a claim

## If you need to claim

These steps will help you and enable us to process your claim quickly.

## The different types of claim

### Windscreen damage

If you need to make a claim for windscreen damage, please get in touch with our windscreen damage team on 0800 328 7471.

### Legal claims

If you have Motor Legal cover and you're in a motor contract dispute or being prosecuted for a motoring offence, please get in touch with our legal advice line on 0345 878 8731. See page 15 for more about the issues we can help you with.

### All other claims

If you need to claim for anything else, please get in touch with our general claims team straight away on 0345 246 8539.

We need to know about any incident, loss or damage as soon as possible after it happens.

Our claims advisers can take all the details from you and tell you what you need to do.

### If somebody else might make a claim against you, or is already doing this

You should also let us know if you think someone else might make a claim against you, or is already doing this – even if you're not going to claim yourself. For example, if you hit another car, the other person may want to claim against you for the damage.

## How it works

To get the ball rolling, we'll need to know things like:

- › Your personal details.
- › Your **policy** number.
- › Your registration number.
- › A description of the loss or damage.
- › If you've been in an accident, the other driver's details.

Please have these handy when you get in touch.

## Other information you need to send us

If you get any communication such as any notice or form from a Court, any threat of legal action or similar, please contact us straight away. We'll deal with it or tell you what you need to do. You must also give us any other relevant information, documents or help we might need to process your claim, and pay any charges for sending such information.

## Avoiding increasing the claim

You must not do anything, or refrain from doing anything, that would increase the amount of the claim without our written permission.

## Paying the excess

For some claims, you'll need to pay an **excess**.

You can find your **excesses** in your **car insurance details**. Each driver may have different **excesses**.

We won't charge an **excess** if:

- › You're in an accident that's not your fault. Sometimes you may have to pay the **excess** while we're looking into the claim, but we'll refund it once it's proven you're not to blame.
- › **Your car** is stolen from a private locked garage.

## If you're leasing your car or buying on hire purchase

If **your car** can't be repaired and you're leasing it, we'll pay any claims to the lease company, because they are the legal owners of the car.

If **your car** can't be repaired and you're buying it on hire purchase or a similar agreement, we'll pay any claims to the legal owner. We'll only pay any remaining balance to you if you have the option to become the full owner at the end of the agreement.

## How repairs and replacements work

This page explains how we'll repair **your car**. We'll only do this if it makes financial sense for us to do so. See 'Fire and Theft', page 9; 'Damage', page 11; or 'Windscreen Damage', page 12 for more details.

### Repairs to your car

If our **approved repairer** carries out the repairs, you do not need an estimate, and you will benefit from our 5-year Guarantee. This means parts, materials and workmanship provided by our **approved repairer** are guaranteed for five years, unless you sell **your car** or end your lease. **Your car** will not qualify for repair under our 5-year Guarantee if the cause is a lack of maintenance, wear and tear, or a subsequent incident. If there is a problem with the repair, your first port of call is the **approved repairer** who did the original work. If they cannot put things right, please let us know.

Where we have agreed with you, reasonable and necessary repairs can be carried out at a repairer of your choice. However, you must give us full details of the incident and we must approve the repairer's detailed assessment of the repairs before the work begins. We may then make the arrangements for the repairs ourselves. Where the repairs are carried out at a repairer of your choice, those repairs will NOT be guaranteed by us even though we may pay for them directly. For the purposes of this **policy**, those repairs will not be treated as being carried out by our **approved repairer**.

### Windscreen repairs

If you arrange windscreen repairs or replacement with someone who isn't an **approved windscreen supplier**, you don't need to get our approval beforehand. However, we'll only cover a limited amount – see 'Windscreen damage' on page 12.

The **excess** amounts for windscreen repairs and replacement are shown in your **car insurance details**.

## Replacing parts in your car

We may decide to repair **your car** with parts that haven't been made by **your car's** manufacturer, but that are of a similar standard. This can include recycled parts. If any part or accessory is not available, the most we'll pay for that part will be the cost shown in the manufacturer's last UK price list (plus reasonable fitting costs).

### Removing, delivering and storing your car

If **your car** can't be driven after an accident, we'll cover reasonable costs to take it to the nearest suitable repairer. We'll also cover the reasonable cost of delivering it to you (at the address shown in your **car insurance details**) after it's repaired.

We'll help you and your passengers arrange to get to one place you choose, such as your home or destination.

If we need to put **your car** into safe storage at any time, we'll cover the reasonable cost of storage.

### Uneconomic repairs – if your car is written off

If **your car** is uneconomical to repair (written off), and we choose to settle your claim on that basis, you'll still need to pay us your premium in full. This is because we've carried out our responsibilities to you as your insurer.

Once we settle your claim:

- › **Your car** will become our property, and you must send us the registration document.
- › We'll put your insurance cover on hold – unless we agree something different with you.
- › If you pay annually, we won't refund any of your premium.
- › If you pay by monthly instalments under a credit agreement, you must pay us both of the following:
  - All instalment payments that you owe under the credit agreement but haven't paid yet, including any payments that are in arrears.
  - The total remaining balance under the credit agreement, including instalments that haven't become due up to this point.

If we agree to pay your claim and you haven't paid these amounts, we may take the total that you owe us off the amount payable to settle the claim. Alternatively, we may write to you asking you for full payment.

## How much we'll pay at a glance

- › We'll pay up to the amounts shown below, depending on the type of claim and the level of cover.
- › If your **policy** includes an **excess**, we'll take this off what we pay (except under 'Windscreen Damage' section).

	Third Party, Fire and Theft	Comprehensive	Comprehensive Plus
<b>Section 1: Third Party, Fire and Theft</b>			
<b>Liability to other people</b>			
Injuries to other people	✔ Unlimited		
Property damage	✔ £20,000,000 per accident (includes all costs and expenses)		
<b>Fire and theft</b>			
Fire damage to <b>your car</b>	✔ <b>Market value</b>		
Theft or attempted theft of <b>your car</b>	✔ <b>Market value</b>		
Child car seat	✔ Unlimited		
In-car entertainment fitted in <b>your car</b> when it was made	✔ Unlimited		
In-car entertainment fitted in <b>your car</b> after it was made	✔ £500	✔ £1,000	✔ £2,000
Removable electronic equipment	✔ £500	✔ £1,000	✔ £2,000
Theft of <b>car keys</b>	✘	✔ £1,000	
<b>Courtesy car</b>			
<b>Courtesy car</b>	✔ Included	✔ Included if you haven't picked Guaranteed Hire Car Plus	Replaced by Guaranteed Hire Car Plus – see below
Amount of time you can have the car for if you use an <b>approved repairer</b>	Duration of repair		
<b>Excess</b> for accidental damage claims related to the <b>courtesy car</b>	£250	The <b>excess</b> in your <b>car insurance details</b>	
<b>Section 2: Comprehensive and Comprehensive Plus</b>			
<b>Accidental damage</b>			
Accidental damage to <b>your car</b>	✘	✔ <b>Market value</b>	
Child car seat		✔ Unlimited	
In-car entertainment fitted in <b>your car</b> when it was made		✔ Unlimited	
In-car entertainment fitted in <b>your car</b> after it was made		✔ £1,000	✔ £2,000
Removable electronic equipment		✔ £1,000	✔ £2,000
Misfuelling		✔ <b>Market value</b>	
Lost <b>car keys</b>		✔ £1,000	

Third Party,  
Fire and Theft

Comprehensive

Comprehensive  
Plus

## Section 2: Comprehensive and Comprehensive Plus continued

## Windscreen damage

If you use an <b>approved windscreen supplier</b>	x	✓ Market value
If you choose a different supplier for repairs		✓ £40
If you choose a different supplier for replacement		✓ £125

## Personal benefits

Personal belongings	x	✓ £250	✓ £500
Personal accident		✓ £5,000	✓ £10,000
Medical expenses		✓ £200	✓ £400
Hotel expenses		✓ £250	✓ £ 300
New car cover		✓ Market value	
Onwards travel		✓ Destination	

## Section 3: Motor Legal Cover

Motor Legal Cover	Optional – see your <b>car insurance details</b>	✓ Included
Overall limit for all claims	✓ £100,000 if option is included	✓ £100,000
Road traffic accident	✓ £100,000 if option is included	✓ £100,000
Motor contract dispute	✓ £100,000 if option is included	✓ £100,000
Motoring conviction defence	✓ £100,000 if option is included	✓ £100,000

## Section 4: Guaranteed Hire Car Plus

Guaranteed Hire Car Plus	x	Optional – see your <b>car insurance details</b>	✓ Included
Amount of time you can have the car for if you use an <b>approved repairer</b>		Duration of repair	
Amount of time you can have the car for if you use a different repairer		21 days	
Travel costs		£50 per person per day up to £500 per claim	

## Section 5: Protected No Claim Discount

Protected No Claim Discount (NCD)	Optional – check your <b>car insurance details</b>
Maximum number of claims allowed	2 claims in 3 years

# Section 1: Third Party, Fire and Theft

## Liability to other people (third parties)

We'll cover you if you're found to be legally responsible for an accident.

### What we'll do

We'll provide cover:

#### If you cause an accident

We'll provide cover if you're found to be legally responsible for an accident involving **your car** that:

- › Injures or kills someone.
- › Damages someone else's property.

This includes accidents caused by a **trailer** or vehicle you're towing.

We'll provide cover up to the amounts shown in 'How much we'll pay at a glance' on page 6.

#### If the main driver is driving another car

The **main driver** may be covered for liability to others when driving another car.

If they're covered:

- › You'll see this on your **certificate of motor insurance**.
- › When the **main driver** drives any other car, we'll provide the same cover as 'If you cause an accident' above, as long as:
  - They aren't covered by another insurance policy.
  - They don't own the other car.
  - The other car isn't hired to them under a hire-purchase or leasing agreement.
  - The owner of the car they're driving gives their permission.
  - The car they're driving is registered in the **territorial limits** (UK, Isle of Man or Channel Islands) or in the Republic of Ireland.
  - You still have **your car** and it hasn't been damaged beyond cost-effective repair.

**Check your certificate of motor insurance to see if the main driver is covered for liability to others when driving another car.**

#### If someone else is using your car

We'll also cover any of the following people for their liability to others:

- › Anyone insured by this **policy** to drive **your car**, if they have the **policyholder's** or **main driver's** permission.
- › A passenger, or anyone else that the **policyholder** or **main driver** allows to use, but not drive, **your car**.
- › Anyone getting into or out of **your car**.
- › The legal representative of anyone covered if that person dies.
- › The employer or business partner of anyone covered while **your car** is being used for business purposes, if your **certificate of motor insurance** includes business use.

#### If someone needs emergency medical treatment

We'll cover emergency medical treatment if it's our responsibility under the **Road Traffic Act**.

If you claim for emergency medical treatment only, you won't lose your No Claim Discount.

#### If you have to go to court

If there's an accident covered by this **policy**, we may pay reasonable legal costs or expenses to defend or represent you or any driver covered by this **policy**:

- › At a coroner's inquest or fatal accident inquiry.
- › In criminal proceedings to do with the accident.

It's up to us whether we do this. If we do, we must agree to all legal costs or expenses beforehand.

If we agree to pay these legal costs or expenses, we'll tell you how much we're willing to cover.

#### Payments made outside the terms of the policy

If we have to make a payment that isn't covered by this **policy** because we're required to do so under any country's laws, we may ask you (or the person who is legally responsible) to pay us back any payment made that isn't covered by this **policy**. This includes any amount that we have to pay because you don't provide accurate information.

## You're not covered for

### Liability

- ✘ We won't cover any liability for loss, damage or injury that's:
  - Covered by another insurance policy.
  - The result of grinding, cutting, welding or soldering operations, or using blow lamps or torches on or in **your car**.
  - Due to an act of terrorism, as defined in the Terrorism Act 2000 (UK) or the Anti-Terrorism and Crime Act 2003 (Isle of Man), except as is strictly required under the **Road Traffic Act**.

### Legal costs

- ✘ We won't cover any legal costs or expenses for:
  - Speeding offences.
  - Driving under the influence of alcohol or drugs.
  - Parking offences.

You may have cover for costs relating to speeding offences if your cover includes 'Motor Legal Cover' – see page 15.

### If you're driving another car

- ✘ We don't cover any damage, fire or theft to the car you're driving when you're driving another car.
- ✘ We don't provide Motor Legal cover if you're driving another car.
- ✘ We'll only cover you if you still have **your car** and it hasn't been damaged beyond cost-effective repair.

### Other exclusions

- ✘ We don't cover:
  - Damage caused by any driver insured on this **policy** to any property they own or are responsible for.
  - Liability for loss of, or accidental damage to, any car you're driving or any **trailer** or vehicle you're towing.
  - Death of, or injury to anyone working with or for the driver of the car (except as covered by the **Road Traffic Act**).

## Fire and theft

**We'll put things right if your car is stolen, damaged by an attempted theft, or damaged by fire.**

## What we'll do

### If your car is

- › Stolen.
- › Damaged as a result of theft or attempted theft.
- › Damaged by fire, lightning or an explosion.

### We can choose to

- › Repair – we'll repair the damage ourselves, or pay to repair it.
- › Replace – we'll replace whatever is lost or damaged if that's more cost-effective than repairing.
- › Repay – we'll settle your claim by sending a cheque or bank transfer.

### If any of these things happen, we'll also cover:

**Child car seats** We'll pay back the cost of replacing your child car seat with one of a similar standard, even if there is no apparent damage. This includes booster seats and isofix bases.

**In-car entertainment equipment** We'll:

- › Replace any damaged or stolen entertainment equipment that was permanently fitted in **your car** when it was made (for example a car radio), as long as we haven't sent a cheque to cover replacing **your car**.
- › Replace removable in-car entertainment equipment, such as satnavs or dashboard cameras, up to the amounts shown in 'How much we'll pay at a glance' on page 6.

If the in-car entertainment equipment was fitted in **your car** after it was made, we'll provide cover up to the amounts shown in 'How much we'll pay a glance' on page 6.

## How much am I covered for?

We'll provide cover up to the amounts shown in 'How much we'll pay at a glance' on page 6.

## You're not covered for

### If your car isn't kept secure

- ✘ We won't cover loss or damage to **your car** if the person using it doesn't take care to keep the car secure. For example, if anyone who uses **your car**:
  - Left the **car keys** unattended in or on the car.
  - Left the car unattended and unlocked. This includes leaving windows, roof panels or hoods open or unlocked.
  - Lost **your car**, or it was damaged, by deceit, fraud or trickery when selling **your car**.
- ✘ We won't cover you for loss or damage to property if anyone who uses **your car**:
  - Left any removable in-car electronic equipment inside a locked car where it could be seen.
  - Left any property in an open or **convertible** car outside of a locked boot or locked glove compartment.

### Using tracking devices

- ✘ We won't cover you for any loss or damage if we required a tracking device to be installed on **your car** and:
  - It hasn't been fitted.
  - The **policyholder, main driver** or anyone else named on the **policy** is aware that it's not working.
  - The device is not connected to a network because a subscription or service is not active.
  - The driver recognition device for any tracking device is left unattended in or on **your car**.

If we need you to use a tracking device, you can see this under 'Endorsements' in your **car insurance details**.

## Courtesy car

The courtesy car will be a small hatchback, so may not be of a similar size or style to your car.

Please note: this section doesn't apply if you have **Guaranteed Hire Car Plus** cover – please see page 19 for details of this cover.

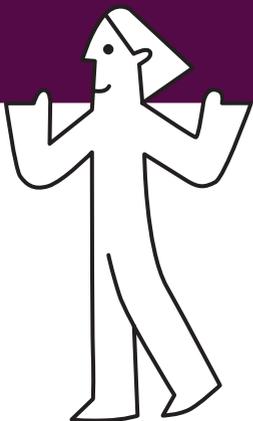
## What we'll do

If you claim under section 1 or section 2 of your **policy** and **your car** is repaired by an **approved repairer**:

- › They'll give you a **courtesy car** to keep you mobile while **your car** is repaired.
- › The **courtesy car** will be a small hatchback car with an engine size of up to 1000cc.
- › Your **policy** will cover you (or anyone other driver named on your **certificate of motor insurance**) to drive the **courtesy car**.
- › Your cover to drive the **courtesy car** is restricted to the limits on use and exclusions shown on your **certificate of motor insurance**, and in the **terms** of your **policy**.
- › A **courtesy car** may not be available on the day.
- › You can only drive the **courtesy car** in the **territorial limits**. It cannot be used in the Republic or Ireland.
- › If your insurance cover is third party, fire and theft, we'll provide comprehensive cover for the **courtesy car**. If you claim for this car, you'll have to pay the first:
  - £250 if you claim under section 2 for damage
  - £75 if you claim under section 2 for windscreen replacement
  - £10 if you claim for windscreen repair.

## Section 2: Comprehensive and Comprehensive Plus

If you have Comprehensive or Comprehensive Plus, you'll have all the cover shown in Section 1: Third Party, Fire and Theft, plus the cover in this section that applies to the cover level you've chosen.



### Damage to your car

We'll put things right if your car is damaged.

#### What we'll do

If your car is accidentally damaged, we can choose to either:

- › Repair – we'll repair the damage ourselves or pay to repair it.
- › Replace – we'll replace whatever is lost or damaged, if that's more cost-effective.
- › Repay – we'll settle your claim by sending a cheque or bank transfer.

'How it works' on page 4 tells you how we manage repairs and replacements.

#### If your car is damaged we'll also cover

**Child car seats** We'll pay back the cost of replacing your child car seat with one of a similar standard, even if there is no apparent damage. This includes booster seats and isofix bases.

**In-car entertainment equipment** We'll:

- › Replace any damaged or stolen entertainment equipment that was permanently fitted in **your car** when it was made (for example a car radio), as long as we haven't sent a cheque to cover replacing **your car**.
- › Replace removable in-car entertainment equipment, such as satnavs or dashboard cameras, up to the amounts shown in 'How much we'll pay at a glance' on page 6.

If the in-car entertainment equipment was fitted in **your car** after it was made, we'll provide cover up to the amounts shown in 'How much we'll pay at a glance' on page 6.

#### How much am I covered for?

We'll provide cover up to the amounts shown in 'How much we'll pay at a glance' on page 6.

#### You're not covered for

- ✗ We won't cover the cost of draining, flushing or replacing the fuel if the wrong fuel is put in **your car**. But we do cover any damage this causes.

## Lost or stolen car keys

We'll cover your car keys.

We can choose to either repair or replace your damaged, lost or stolen **car keys** and the locks they fit, including any locksmith charges.

You must take all reasonable steps to protect your **car keys** from loss, theft or damage.

If your keys are stolen, you'll need to pay the theft **excess**. You'll need to report this to the police and get a crime reference number from them.

If your keys are lost or damaged, you'll need to pay the accidental damage **excess**.

**Car security** We'll provide cover to reprogram immobilisers, infrared handsets and alarms.

**Car hire** If you can't drive **your car** because of damaged, lost or stolen **car keys** and have our Guaranteed Hire Car Plus cover, we'll extend the hire car cover while you're unable to use **your car**. See page 19 for details of Guaranteed Hire Car Plus cover.

**Driving abroad** We'll cover lost or stolen keys if this happens while you're driving **your car** abroad, so long as:

- › If you have Comprehensive cover, you've added 'foreign use' to your cover (this will be shown on your **car insurance details**).
- › If you have Comprehensive Plus cover, you're covered by the 90 days of foreign use that are included with this cover level.

In this case, you'll need to replace your **car keys** and send the receipts to us. We'll then pay back the cost.

## You're not covered for

- ✗ There's no cover if anyone in your family or living or staying at your home address takes your keys without your permission, unless you've reported it to the police and have a crime reference number.
- ✗ We don't cover any reduction in **your car's market value** because of lost or stolen keys.
- ✗ We don't cover losses that aren't directly due to your keys being damaged, lost or stolen. For example, we don't cover loss of use or earnings.

## Windscreen damage

We'll help put things right if your car windows are damaged.

## What we'll do

We'll:

- › Replace or repair broken glass in the windscreen, sunroof or windows of **your car**.
- › Repair any scratching to the bodywork caused by the broken glass, so long as there wasn't any other loss or damage to **your car**.
- › If **your car** has a folding roof, replace the roof and rear windscreen assembly together, if this is more cost-effective than replacing the glass alone.

## How much am I covered for?

We'll cover up to the amounts shown in 'How much we'll pay at a glance' on page 6.

**If your claim is only for windscreen damage, you won't lose your No Claim Discount.**

## Personal benefits

The other cover you have as part of your car insurance.

### New car replacement

If your new car is stolen or badly damaged, we'll replace it with one of the same make and model.

#### What we'll do

We'll replace **your car** with one of the same make and model if it has:

- › Been stolen and not found.
- › Suffered damage that this **policy** covers, and the cost of repairing it is more than 60% of the last UK list price (including taxes).

We can only do this if a replacement car is available in the UK, and so long as anyone else with an interest in **your car** agrees.

If a suitable replacement car is not available, or **your car** was not supplied as new in the UK, we'll pay you the **market value of your car** at the time it was stolen or damaged. We'll take any **excess** off the amount we pay you. If we settle a claim this way, the lost or damaged car becomes our property, and you'll need to send us the registration document.

#### When you'll get this cover

We'll provide this cover so long as:

- › You're the first and only registered keeper.
- › If you have Comprehensive cover, **your car** is less than 1 year old when it's stolen or damaged.
- › If you have Comprehensive Plus cover, **your car** is less than 2 years old when it's stolen or damaged.

We count **your car's** age from the date it was first registered. This means **your car** may be older than if you count from the date you bought or registered it.

### Medical expenses

If **your car** is in an accident and people are injured, we'll cover medical expenses if needed. This is so long as no other car insurance policy covers the cost. We'll cover up to the amounts shown in 'How much we'll pay at a glance' on page 6.

### Hotel expenses

If you cannot drive **your car** after an accident or loss that's covered by the 'Damage to your car' section of this **policy**, we'll pay towards the cost of hotel expenses for an overnight stay as follows:

- › For Comprehensive, up to £250.
- › For Comprehensive Plus, up to £300.
- › The limit is the total we'll pay for everyone in the car.

### Personal belongings

We'll pay for personal belongings if they're lost or damaged by fire, theft, attempted theft or accident while they're in or on **your car**. We'll cover up to the amounts shown in 'How much we'll pay at a glance' on page 6.

If you ask us to pay someone else, we'll have no further responsibility to you once we've done this.

#### You're not covered for:

- ✗ We don't cover:
  - money
  - credit or debit cards
  - stamps
  - tickets
  - vouchers
  - documents
  - securities (such as share or Premium Bond certificates)
  - goods or samples for a trade or business
  - any property that's insured under any other policy.

## Personal accident

We'll help if you or your **partner** are accidentally injured or killed in a car accident.

### What we'll do

If you or your **partner** are accidentally injured while travelling in or getting in or out of any car, we'll pay you or your legal representatives up to the amounts shown in 'How much we'll pay at a glance' on page 6.

We'll do this if the injury from this incident causes any of the following within three calendar months:

- › Death.
- › Total irrecoverable loss of sight in one or both eyes.
- › **Loss of any limb.**

### How much am I covered for?

We'll cover up to the amounts shown in 'How much we'll pay at a glance' on page 6.

If there's a claim for both you and your **partner**, these amounts are the maximum we'll cover in total for both people.

We'll only pay out once in any **period of insurance.**

### You're not covered for

- ✗ We won't cover:
  - Any injury or death caused by suicide or attempted suicide.
  - Anyone who is convicted for driving while under the influence of drink or drugs at the time of the accident.
  - Any injured person if we insure them against personal accident under another car insurance policy.

## Uninsured Driver Promise

If you claim for an accident that isn't your fault, and the driver of the car that hits **your car** is uninsured, you won't lose your No Claim Discount or need to pay an **excess.**

### What we need from you

If this happens, you'll need to give us:

- › The registration number, make and model of the car that hit you.
- › The driver's details, if possible.
- › If available, the names and addresses of any independent witnesses.

### While we're looking into your claim

While we're looking into your claim, you may have to pay your **excess.** Also, if you renew during this time, you may temporarily lose your No Claim Discount. Once we confirm that the accident was the fault of the uninsured driver, we'll repay your **excess**, restore your No Claim Discount, and refund any extra premium you've paid that was solely due to this claim.

## Section 3: Motor Legal Cover

### About Motor Legal Cover

We'll cover your costs if you need to take legal action or defend yourself in court.

This cover is included with Comprehensive Plus. It's an optional extra for Comprehensive and Third Party, Fire and Theft. Check your car insurance details to see if you're covered.

### Who's covered?

You'll have this cover if you're any of the following:

- › The **policyholder**.
- › Named as a driver on your **certificate of motor insurance** or **car insurance details**.
- › The registered keeper of **your car**.
- › A passenger – so long as it's a motoring offence or a road traffic accident case.

### What we'll do

#### If you're prosecuted for a motoring offence

We'll provide cover for the **costs** to defend you in a criminal **court** in the UK, Channel Islands or Isle of Man if you're prosecuted for a motoring offence while using **your car**.

#### If you're in a motor contract dispute

We'll provide cover for the **costs** for you to pursue or defend a breach of contract claim in the UK, Channel Islands or Isle of Man for:

- › Buying **your car** or hiring goods or services for **your car**.
- › Selling **your car**.

#### If you're in a road traffic accident

You can use this cover if you're in a road traffic accident with a moving vehicle, as defined by the **Road Traffic Act**, where someone else is to blame.

We'll pay the **costs** to help you claim your uninsured losses from the person who was to blame for the accident.

Examples of the uninsured losses you may claim for include:

- › Compensation for your death or bodily injury.
- › Accident repair costs if you don't have Comprehensive or Comprehensive Plus cover (we'll cover repair costs ourselves under these policies).
- › Damage to any belongings in **your car** that you're legally responsible for.
- › Any other financial losses that happened as a direct result of the accident.

You can use this cover if:

- › **Your car** is involved in the road traffic accident within the UK, Channel Islands, or Isle of Man or when driving **abroad**.
- › Someone not insured by this cover is 50% or more to blame.

We'll also cover up to £250 for travel expenses you can't claim elsewhere if you have to go to a **court abroad**, as a defendant or witness. We'll only pay what is reasonable and necessary for these expenses.

### How much am I covered for?

We'll provide cover up to the amount shown in 'How much we'll pay at a glance' on page 6. The amount shown includes any VAT payable, and is the most we'll pay for all claims, including any appeal or counterclaim to do with the same incident.

### The motor legal helpline

You can ring the 24-hour legal helpline on **0345 878 8731** for confidential legal advice on any private motoring legal problem. It doesn't matter whether you intend to claim for the problem or not.

The helpline doesn't advise on any claim you make under your motor insurance policy. It can only help with problems to do with laws that apply in the UK.

## You're not covered for

**X** We don't cover:

- Legal claims for any loss or damage that's already covered by this **policy** or any other insurance policy.
- Claims that are to do with an incident that happened before your cover started.
- Any **costs** that we haven't agreed to, or any **costs** that relate to the period before we accept your claim.
- Fines, penalties, compensation or damages you're ordered to pay by a **court**.
- Any dispute with us under Motor Legal Cover. However, if you have a complaint, please see page 34.
- Any appeal or enforcement action, unless we provided cover for the original claim.
- Psychological injuries or mental illness, unless they were caused by something covered by the **policy** that also caused you physical injury.
- Action against another person insured by this **policy**, if that person was to blame for the accident.

## If you're prosecuted for a motoring offence

**X** We don't cover any offences to do with:

- Parking, obstruction or waiting.
- Drink or drugs.
- Vehicle tests, such as the MOT.
- Driving unroadworthy vehicles. For example if **your car** has:
  - tyres that are below the legal limit
  - faulty brakes
  - headlights that don't work properly.
- Driving licences or vehicle documentation.

**X** We don't cover any prosecution if either of the following applies:

- You were driving without valid motor insurance.
- You're already covered under 'Liability to other people' – see page 8.

## If you're in a motor contract dispute

**X** We don't cover any claim if the amount in dispute is less than £250 including VAT.

**X** We don't cover any dispute:

- To do with faults in **your car**, its spare parts or **accessories**, if you knew about the faults before buying these items, or before your Motor Legal Cover started.
- Between you and someone you live with or used to live with.
- With anyone insured by this **policy**.
- About a car insurance claim.
- About the purchase or sale of salvage.
- On contracts you entered into before your Motor Legal Cover started.

**X** We don't cover claims for any contracts to do with:

- A profession, business, trade, or any other activity that you're paid for or that aims to make money.
- Your employment.
- The sale of **your car**, its spare parts or **accessories**, if the person who entered into the contract is not the owner.
- Loans, borrowing or other financial services contracts.

## Making Motor Legal cover claims

### Accepting your claim

Before we cover your **costs**, we must accept that you have a valid claim.

We'll only accept your claim if:

- › The incident happened within the UK, Channel Islands or Isle of Man – except where covered **abroad**.
- › You were covered on the **date of incident**.
- › The legal proceedings will happen in a **court** within the UK, Channel Islands or Isle of Man – except where covered **abroad**.

### Following the policy terms

You must do all of the following:

- › Comply with all of the **terms** and conditions of this **policy**.
- › Take all reasonable precautions to minimise the cost of claims.
- › Take all reasonable precautions to prevent a claim from happening.

If you haven't followed any of the **terms** and conditions of this **policy**, and this prejudices our position, we have the right to:

- › Refuse or withdraw from the claim.
- › Refuse to cover **costs** – even if we've already agreed to them.
- › Ask you to pay back **costs** that we've already paid.

### Choosing who represents you

You can choose an **appointed representative** to look after your interests. This will include looking after your interests in any inquiry or other **court** proceedings, or if there's any conflict of interest. Your **appointed representative** can be:

- › From a **preferred law firm** that we suggest.
- › Your own choice of **appointed representative** – however you can't choose your own **appointed representative** if it's a contract dispute until it's necessary to take your claim to **court**, or if there's a conflict of interest.

If you choose an **appointed representative** who isn't from a **preferred law firm**, they must agree to our **terms of appointment**. We'll only cover their **costs** from the date they agree to our terms.

You'll have a separate contract with your **appointed representative**. If they charge any **costs** that we don't agree, you'll be responsible for paying these.

### Checking whether your claim has a reasonable chance of succeeding

Before we go ahead, we must agree with your **appointed representative** that your claim has a **reasonable chance of succeeding**. This can change during your claim.

We can refuse to continue paying **costs** if we or the **appointed representative** consider that the **costs** would be disproportionate to the value of the claim.

If there are conflicting opinions about whether your claim is likely to succeed, we'll ask you to get an expert opinion from a barrister. We'll agree which barrister with you.

If the barrister agrees with you, you won't need to pay for their advice. If they don't agree with you, you'll have to pay the **costs** for their advice.

### Co-operating with us and your appointed representative

We can contact your **appointed representative** at any time, and they must co-operate with us.

You must:

- › Co-operate with us and your **appointed representative**.
- › Get our agreement before instructing a barrister or an expert witness.
- › Keep us and your **appointed representative** up to date with any developments to do with the claim.
- › As soon as possible, give us and your **appointed representative** any information, evidence and documents that you have or know about.
- › Tell your **appointed representative** to give us any documents, information or advice that they have or know about, if we ask.

You must not take any action that hasn't been agreed by us or your **appointed representative**.

### If your appointed representative refuses to continue acting, or if you dismiss them

If either of the following happens, we'll end cover for your **costs** immediately, unless we agree to a different **appointed representative**:

- › Your **appointed representative** stops acting for you with good reason – for example, you behave dishonestly while dealing with your claim.
- › You dismiss your **appointed representative** without good reason – for example, you disagree with their legal advice.

### Settling or ending your claim

#### Offers to settle your claim

You must tell us if anyone:

- › Offers to settle your claim.
- › Makes a payment into **court**.

If you refuse to accept an offer or payment that we or your **appointed representative** think you should accept, we can refuse to cover any further **costs**.

#### Approval to settle or end your claim

Unless we agree, you must not:

- › Stop, settle, negotiate or withdraw your claim.
- › Dismiss your **appointed representative**.

We won't withhold our agreement to take these actions without good reason.

#### When we might choose to settle your claim

We can settle your claim outside of **court** if we think it makes financial sense to do this. We'll do this by covering you for:

- › The amount you're likely to be awarded by a **court**.
- › The equivalent financial value, if your claim is not for damages.

### Checking costs

We have the right to have **costs**:

- › Certified by an appropriate professional body.
- › Checked by an auditor (for example a costs draftsman) that we choose.
- › Assessed by a **court**.

### Recovering costs

If your **costs** can be recovered from somewhere else, you must tell your **appointed representative** to do this. If we've paid **costs** that you then recover, you must pay the money back to us.

We'll share recovered **costs** with you if:

- › We refused to cover further **costs** and you paid more **costs** to end your claim.
- › You paid the difference between the **costs** we offered your **appointed representative** and the **costs** they charged.

We'll split any recovered **costs** to reflect who paid **costs** originally. For example, if you paid 60% of the original **costs**, you'll receive 60% of the recovered **costs**.

## Section 4: Guaranteed Hire Car Plus

### About Guaranteed Hire Car Plus

We'll give you a hire car of a similar physical size to yours, if your car is damaged in an incident, written off or stolen.

This cover is included with Comprehensive Plus. It's an optional extra for Comprehensive. Check your car insurance details to see if you're covered.

Please note you can't add this option if you have Third Party, Fire and Theft cover alone.

### What we'll do

Guaranteed Hire Car Plus is designed to keep you mobile while **your car** is being repaired, by providing you with a **hire car** that's a similar size to your own. You may also have access to the car for longer than if you only have a **courtesy car**.

We'll always try to provide you with a **hire car** that's a **similar physical size to your car**, but sometimes one may not be available. We cannot guarantee that your **hire car** will be the same as **your car** in terms of its size, type, value or status.

### When am I covered?

We'll arrange for a **hire car company** to provide you with a **hire car** when all of the following apply:

- › **Your car** is damaged because of an accident, fire or theft, or if it's stolen and not recovered.
- › The loss or damage happens in the **territorial limits**.
- › We're dealing with your claim under sections 1 or 2 of your **policy**.

### How much am I covered for?

#### If your car can be repaired, and is driveable

We'll provide you with a **hire car** from the point **your car** goes in for repair:

- › If you use our **approved repairer**, until they've repaired **your car**.
- › If you use your own repairer, for up to 21 days in a row while they're repairing **your car**.

#### If your car can be repaired, and is not driveable

As soon as you've confirmed that we can start the repair, we'll provide you with a **hire car**:

- › If you use our **approved repairer**, until they have repaired **your car**.
- › If you use your own repairer, for up to 21 days in a row while they're repairing **your car**.

#### If your car is not repairable (written off) or is stolen and not recovered

We'll provide you with a **hire car** for whichever is shortest of these two periods:

- › Up to 21 days in a row.
- › Up to 5 days after our first (or only) payment has been issued to settle your claim.

#### If we cannot provide you with a hire car

If we cannot provide you with a **hire car** because any of the following applies, we'll repay your travel costs up to £50 a day, up to a maximum of £500:

- › You're injured during the accident in a way that prevents you from driving.
- › **Your car** has been professionally adapted to carry a disabled driver or passenger, and a suitable **hire car** is not available.
- › There are no **hire cars** available, and no alternative cars are available for hire.

We'll do this so long as this happens when you're driving in the **territorial limits**.

You can use this benefit any time in the 21 days following your claim. You'll need to pay the costs up front, and then send us your receipts or proof of travel. We can only pay you back once we receive these.

## Paying a deposit

When you collect your **hire car**, the **hire car company** may charge you a refundable deposit. When you return the **hire car**, this deposit will be refunded to you. This will be covered by the **hire car company's** terms and conditions.

## You're not covered for

- ✘ We won't provide you with a **hire car** if you're only claiming for windscreen or glass damage.
- ✘ We'll only pay for your **hire car** for the shortest of the following periods:
  - The hire period.
  - More than 5 days after our first (or only) payment has been issued to settle your claim.

## Using your hire car

You may only use the **hire car**:

- › While **your car** remains off the road or being repaired as a result of an accident, fire or theft covered by this section of your **policy**.
- › In the **territorial limits**, unless the **hire car company** gives you permission and appropriate insurance cover to use it elsewhere.

The **hire car company's** terms and conditions apply as well as ours. They'll give you a copy of these when you collect the **hire car**. If there's any conflict between our **terms** and conditions and the **hire car company's**, our **terms** and conditions will apply.

## How you're insured while using your hire car

While you're driving the **hire car** during the hire period, it's insured under your **policy**. We'll cover any claim for injury, loss or damage in line with your **policy**, so long as the driver, or the person last in charge of **your car**, is named as a driver on your **certificate of motor insurance**.

If we need to pay a claim for loss or damage to the **hire car**, we'll pay this to the **hire car company**. If you have an **excess** on your **policy**, you'll need to pay this.

## If you cancel your Guaranteed Hire Car Plus cover

If you cancel your Guaranteed Hire Car Plus within 14 days of either your cover starting, or receiving your documents (whichever is later), we'll return any premium you've paid. We'll do this so long as we haven't provided you with a **hire car** during that time.

If you cancel your Guaranteed Hire Car Plus after this 14 day period, we'll give you a refund that reflects the number of days of cover you've had, unless we've provided you with a **hire car** during that time. If we've provided you with a **hire car**, you'll need to pay the Guaranteed Hire Car Plus premium for the whole **period of insurance**.

## Section 5: Protected No Claim Discount

### About Protected No Claim Discount

**You'll keep your No Claim Discount (NCD) if you make a claim, unless you make more than 2 claims in 3 years.**

**This is an optional extra for Comprehensive Plus, Comprehensive and Third Party, Fire and Theft. Check your car insurance details to see if you're covered.**

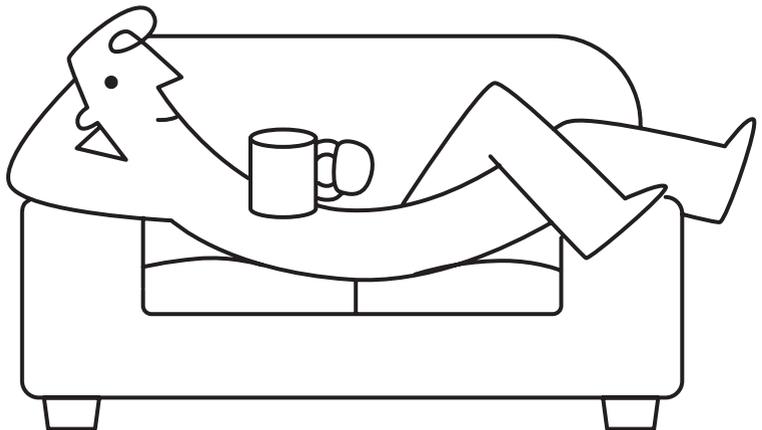
### How it works

Once you have four years' worth of No Claim Discount (NCD), you can protect it by paying an additional premium. We'll let you know when you're able to do this.

Protected No Claim Discount means that you can make up to 2 claims in 3 years of insurance in a row, and this won't affect your NCD.

For more information, including a table showing what happens to your NCD if you claim, please see your **car insurance details**.

**Protected NCD guarantees your NCD level, but it doesn't protect the premium. The premium may still increase if a claim is made.**



# Where you can drive

## Where you can drive

**Where your car insurance lets you drive and the cover it gives you when you're driving in Europe.**

### The area your policy applies in full (the territorial limits)

Your car insurance gives you the cover described in your **car insurance details** in:

- › Great Britain.
- › Northern Ireland.
- › Channel Islands.
- › Isle of Man.

It also covers you during journeys between these places.

### If you drive in the Republic of Ireland

If you use **your car** in the Republic of Ireland, your car insurance gives you the same cover as you have in the **territorial limits**. However, if you have Motor Legal cover, this cover doesn't apply to any claims in the Republic of Ireland, apart from road traffic accident claims.

### Your car insurance cover in the rest of Europe

**Third Party, Fire and Theft or Comprehensive cover** You can add 'foreign use' to your car insurance cover to give you the same level of cover under sections 1 and 2 as you have in the **territorial limits** in the countries listed in the 'Countries where you have minimum cover'. You'll need to pay extra to add this. Please get in touch before you start your trip.

**Comprehensive Plus cover** With Comprehensive Plus, you'll have the same level of cover under sections 1 and 2 as you have in the **territorial limits** in the countries listed in the 'Countries where you have minimum cover' section for up to 90 days in every insured period. See your **car insurance details** for the actual number of days the **policy** includes.

**Car insurance cover in the rest of Europe** The cover you have in the rest of Europe will also cover:

- › Sea crossings with a recognised carrier.
- › Any customs duty you need to pay on **your car** because of repairs that are covered by the **policy**.

### You're not covered for

- ✗ If your cover includes Guaranteed Hire Car Plus (see page 19), we won't provide a hire car. Instead, we'll cover up to £50 per day towards the cost of alternative travel up to a maximum of £500.
- ✗ There's no cover if anyone drives another car.
- ✗ If your cover includes Motor Legal cover, this part of your cover doesn't apply outside of the UK, Channel Islands or Isle of Man, apart from for road traffic accident claims.

### Countries where you have minimum covers

After your standard cover is used up, your car insurance gives you the minimum car insurance required by law for the countries listed below.

- › Any country which is a member of the European Union.
- › Jersey, Guernsey, Isle of Man.
- › Any country listed below that the Commission of the European Community approves as meeting the requirements of Article 8 of EC Directive 2009/103/EC on Insurance of Civil Liabilities arising from using motor vehicles.

**Countries included** Andorra, Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Serbia, Slovakia, Slovenia, Spain, Sweden, and Switzerland.

### If your cover includes Green Flag breakdown

- › Your breakdown cover will only cover you in the Channel Islands if you live there, or if your cover includes European Breakdown.
- › Your breakdown cover will only cover you in the Republic of Ireland and the rest of Europe if your cover includes European Breakdown.
- › If your breakdown cover includes European Breakdown, the countries covered are different to the countries your car insurance covers. See the Green Flag policy booklet for details.

## Losses we don't cover

### Use of your car

- ✘ We don't cover any loss, damage, liability or injury that happens while **your car** is being:
  - Driven by anyone who isn't named, or who is listed as excluded, as a driver on your **certificate of motor insurance** or **car insurance details**.
  - Used for a purpose that isn't shown as allowed on your **certificate of motor insurance** or **car insurance details**.
  - Driven by someone who:
    - Doesn't have a valid driving licence
    - Is disqualified from holding or obtaining a driving licence
    - Is breaking the conditions of their driving licence.

This exception doesn't apply to any loss or damage to **your car** if it:

- Is being repaired by a mechanic at the roadside.
- Is at a garage for maintenance or repair.
- Has been stolen or taken without your permission, and you've reported it to the police and have a crime reference number.
- Is being parked by an employee of a hotel, restaurant or car parking service.

### Unauthorised taking

- ✘ We won't cover any loss or damage if **your car** is driven without your permission by either of the following, unless you've reported this to the police and have a crime reference number:
  - A family member.
  - Someone living with you.

### Loss of value

- ✘ We won't cover any reduction in the **market value** of **your car** because it has been repaired.

### Wear and tear

- ✘ We won't cover any loss or damage caused by general wear and tear or depreciation.

### Improvement

- ✘ We won't cover any repair or replacement that improves **your car** beyond its condition before the loss or damage took place.

### Car failure

- ✘ We won't cover any failure caused by a mechanical, electrical or computer problem. (If your cover includes Green Flag breakdown, this may cover getting **your car** going).

### Cherished number plates

- ✘ We won't cover:
  - The value of the cherished number plates.
  - Any costs for keeping the cherished number plate on retention if **your car** is written off after a claim.
  - Any loss of use of the cherished plate, if **your car** is written off but you failed to keep the number plate on retention in time.

### Tyres

- ✘ We won't cover any damage to tyres caused by braking, punctures, cuts or bursts. (If your cover includes Green Flag breakdown, this may cover getting **your car** going again).

### Deliberate damage

- ✘ We won't cover any loss, damage, liability or injury caused directly or indirectly by a deliberate act by any person insured on the **policy**.

### Loss of use

- ✘ We won't cover any indirect losses suffered because of an incident, unless we've stated otherwise elsewhere in this **policy**. For example, we won't cover:
  - Losing the use of **your car**.
  - Travel costs.
  - Loss of earnings.

### Towing

- ✘ We won't cover any loss or damage to any **trailer** or vehicle that **your car** is towing, or any contents of a **trailer** or vehicle on tow.

### **If your car is removed or seized by an authority**

- ✘ We won't cover any loss or damage caused by a government agency or other authority that legally takes, keeps or destroys **your car**.
- ✘ If you're driving or using another car and it's taken by, or on behalf of, any government or other authority, we won't provide cover to get it released.

### **Contracts**

- ✘ We won't cover any liability under any separate agreement or contract you've made, unless you'd have been responsible even if that agreement or contract didn't exist.

### **Radioactivity**

- ✘ We won't cover any loss or damage to property, any direct or indirect loss, or any expense or any liability from:
  - Ionising radiation or radioactive contamination from nuclear fuel or waste.
  - Radioactive, toxic, explosive or other dangerous properties of nuclear equipment or its nuclear parts.

### **Pollution**

- ✘ We won't cover any loss, damage, liability or injury caused by pollution or contamination, unless it's come from a sudden and unexpected accident.

### **War**

- ✘ We won't cover any loss, damage, liability or injury caused by war, invasion, revolution or a similar event, unless strictly required by the

#### **Road Traffic Act.**

### **Riot**

- ✘ We won't cover any loss or damage to **your car** or property caused by riot or civil commotion outside Great Britain, the Isle of Man or the Channel Islands.

### **Use on airfields**

- ✘ We won't cover any loss, damage, liability or injury caused by using **your car** in any area where aircraft normally operate.

### **Speed assessment equipment**

- ✘ We won't cover any loss or damage to a speed assessment detection device.

### **Use on Nürburgring Nordschleife**

- ✘ We won't cover any loss, damage, liability or injury that happens when **your car** is being used or driven on the Nürburgring Nordschleife in Germany.

### **Pressure waves**

- ✘ We don't cover any damage caused by pressure waves from an aircraft or other flying object travelling at or beyond the speed of sound.

## Other conditions you need to know about

### Following the policy terms

We'll only provide the cover set out in this **policy** if you keep to all the **terms** and conditions of the **policy**.

This includes Guaranteed Hire Car Plus or Motor Legal Cover if you have purchased these.

### Providing accurate information

You must ensure that all information given to us is correct and complete to the best of your knowledge. This includes information about all drivers under the **policy**.

If you don't provide correct information or inform us of any changes, this could invalidate your **policy** or mean we don't pay claims in full or at all.

### Taking care of your car

You and any person who is covered by this **policy** must do all of the following:

- › Make sure **your car** is roadworthy.
- › Take all reasonable steps to protect **your car** and its contents from loss or damage.
- › Make sure any property left in an open or **convertible** car is in a locked boot or locked glove compartment.
- › Allow us to examine **your car** at any reasonable time if we ask you.

### Modifications to your car

**Modifications** are changes to **your car's** standard specification, including optional extras.

If you wish to modify **your car**, you must tell us what **modifications** you want to make, and we must agree to them beforehand. **Modifications** include changes to the appearance or the performance of **your car**, including wheels, suspension, bodywork and engine (this is not a complete list).

If you don't provide correct information or inform us of any changes, this could invalidate your **policy** or mean we don't pay claims in full or at all.

### Fraud

You must be honest in your dealings with us at all times.

We won't pay a claim that is in any way fraudulent, false or exaggerated. If you, any person insured under this **policy**, or anyone acting on your behalf attempts to deceive us, or knowingly makes a fraudulent, false or exaggerated claim, we may:

- › Cancel your **policy**.
- › Reject your claim and any following claims.
- › Keep any premium you have paid.

### What happens if we discover fraud

If we discover fraud, we have the right to:

- › Cancel any other products you hold with us.
- › Share information about your behaviour with other organisations to prevent further fraud.
- › Cancel this **policy**, if the fraud happened under any other policy you hold with us.

We may also involve the relevant authorities who can bring criminal proceedings.

### Other insurance

If any loss, damage or liability is also covered by another insurance policy, we won't cover more than our share of the claim, unless you're claiming for 'Personal accident' (see page 14).

### People involved in this contract

This **policy** is a contract between the **policyholder** and U K Insurance Limited. Nobody else has any rights they can enforce under it, except under the **Road Traffic Act** or anywhere else under applicable law.

### Car registration

**Your car** must be registered in the **territorial limits**.

### Car sharing

The **policy** covers anyone insured to drive **your car** as part of a car sharing agreement, carrying passengers for payment. This is so long as:

- › **Your car** isn't made or adapted to carry more than 8 passengers and a driver.
- › You're not carrying the passengers as part of a business.
- › You're not making a profit from the passengers' payments.

If you're not sure whether we'll cover **your car** sharing arrangement, please contact us.

### When we can act on your behalf

We're entitled to do either of the following:

- › Take over and carry out the negotiation, defence or settlement of any claim in your name, or in the name of any other person covered by this **policy**.
- › Start legal proceedings in your name, or in the name of any other person connected to this **policy**. This can be for your benefit or our own benefit.

## How the policy works

### Telling us about changes

#### Before your cover starts

You must tell us if anything has changed since you received your quote. For example, you must tell us if:

- › Anything about **your car** changes.
- › You or any other driver have any claims or convictions that you haven't already told us about.
- › There are any changes to how **your car** is used, for example if you change from social, domestic and pleasure use to business use.
- › There are any **modifications** made to **your car** (see 'Modifications to your car' page 25).
- › You want to add another driver to the **policy**, or make any other change to who can drive **your car**.
- › You want to change to a higher level of cover, for example from Third Party, Fire and Theft to Comprehensive.

#### After your cover starts

You must tell us as soon as possible if:

- › You change the address where **your car** is normally kept overnight.
- › Anyone covered by the **policy** changes their occupation.
- › Anyone covered by the **policy** passes their driving test.
- › Any contact details change, for example, your email address.
- › Any other **policyholder** details change. You can see the details we have in your **car insurance details**.

These changes may mean we need to increase or reduce the premium.

### Before renewal

You must tell us about any incident or motoring offence that's happened since your cover started. For example, if anyone covered by the **policy** has had:

- › Any motoring convictions, endorsements, penalty points, fixed penalties (excluding parking penalties), speed camera offences or disqualifications.
- › Any incidents, thefts or losses, even if they didn't claim or were not to blame.
- › Any insurance cancelled by another insurer for fraud or misrepresentation.

### If you don't tell us about changes

If you don't provide correct and complete information or inform us of any changes, this could invalidate your **policy** or mean we don't pay claims in full or at all.

### Changing your policy

You can make a temporary or permanent change to the **policy** at any time during the year.

If you do this, you may have to pay an administration fee as well as any additional premium. Please see your **car insurance details** for more information on the administration fee.

### Paying your premium

If you change your car insurance and there's an extra premium to pay, you can pay this at the time of the change, or add it to your monthly payments.

### What happens if we can't collect your payment

If you pay monthly and we can't collect your monthly payment on the day it's due, we'll write to you to let you know, and ask you to make the payment.

If we don't receive payment, or you don't have a valid payment method, we may cancel the **policy**. If we do this, we'll give you at least 7 days' notice.

### If there's a claim while you owe us money

If you've claimed, or if someone has claimed against you, while you owe us money, we may refuse your claim.

If we allow your claim, you must pay us the following:

- › All instalment payments that are due under the credit agreement but haven't been paid yet.
- › The total remaining balance under the credit agreement.

If we agree to pay your claim and you haven't paid these amounts, we may take the total that you owe us off the amount that we pay you to settle the claim.

If there's a claim while you owe us an additional premium, we may refuse your claim. If we allow your claim, we may take any additional premium off the amount we pay you to settle the claim, or we may proportionately reduce any payment we make to you.

## Your right to cancel

- › You can cancel the **policy**, or any optional cover you've added, at any time – just get in touch with us. The table below shows whether we'll charge you and how much we'll refund in each situation.
- › It's your responsibility to let anyone insured under this **policy** know that this **policy** has been cancelled.
- › If you cancel your Direct Debit payments, this won't cancel the **policy**. We'll ask you to pay the money you owe.
- › The cooling-off period is 14 days from the **policy** start date, or when you receive the **policy** documents, whichever is later.
- › You can find the administration fee mentioned in the table below in your **car insurance details**.
- › If you decide to cancel the **policy**, we'll give you proof of any No Claim Discount. This will include any reduction due to claims you've made while insured with us. See 'Your No Claim Discount (NCD)' on page 29 for more about this. Other insurers may ask for this proof.
- › If you live in Northern Ireland, the Channel Islands or the Isle of Man, you must return your **certificate of motor insurance** to us after cancellation. This applies whether we cancel the **policy** or you cancel it.

### If the cancellation happens before your cover starts

The <b>policy</b>	We'll give a full refund.
Car insurance cover option, eg Motor Legal Cover	
Green Flag breakdown cover	

### If the cancellation happens during your 14-day cooling-off period

The <b>policy</b>	We'll charge for the time you've had cover, and refund the rest of the premium paid.
Car insurance cover option, eg Motor Legal Cover	
Green Flag breakdown cover	

### If the cancellation happens after the 14 day cooling off period

The <b>policy</b>	We'll charge for the time you've had cover, plus an administration fee, and refund any remaining premium paid.
Car insurance cover option, eg Motor Legal Cover	
Green Flag breakdown cover	

### If you've made a claim, or used your Green Flag breakdown cover, before the cancellation happens

The <b>policy</b>	We won't refund any car insurance premium if you've made a car insurance claim, or if you've had a car insurance claim made against you. You'll need to pay the full balance of the car insurance annual premium.
Car insurance cover option, eg Motor Legal Cover	
Green Flag breakdown cover	We won't refund any Green Flag breakdown cover premium if you've used your breakdown cover. You'll need to pay the full balance of the Green Flag breakdown cover annual premium.

## If we need to cancel the policy

- › We can cancel the **policy** at any time if we have a valid reason. If we have to do this, we'll give you at least 7 days' notice. We'll send our cancellation notice to the latest address we have for you.
- › It's your responsibility to let anyone insured under this **policy** know that this **policy** has been cancelled.
- › If you live in Northern Ireland, the Channel Islands or the Isle of Man, you must return your **certificate of motor insurance** to us after cancellation. This applies whether we cancel the **policy** or you cancel it.

## Why we might cancel the policy

We'll only cancel the **policy** if we have valid reasons for doing so. For example:

- › If you've failed to co-operate with us, or send us information or documentation as described in your **policy**, and that has affected our ability to process your claim, or deal with your **policy**.
- › If your circumstances have changed in such a way that you no longer meet our criteria for providing motor insurance.
- › If you've used threatening or abusive behaviour or language, or you've intimidated or bullied our staff or suppliers.
- › If we have good reasons to suspect fraud.

## Refunding the premium

If we cancel the **policy**, we'll charge for the time you've had the **policy**, and refund the rest of the premium, unless there has been any fraudulent activity.

We won't refund any premium if you've made a claim, or if you've had a claim against you. You'll need to pay us the full balance of your annual premium.

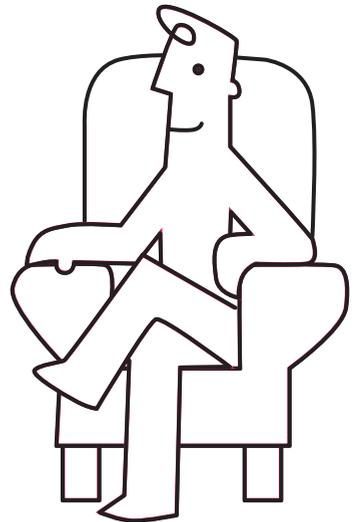
## Your No Claim Discount (NCD)

If you don't claim on your **policy**, we'll adjust your renewal premium in line with the NCD scale that we're using at the time you renew.

However, if you claim on your **policy**, we may reduce your NCD.

NCD at start of insurance period	NCD at your next renewal		
	1 claim	2 claims	3+ claims
2 years or less	Nil	Nil	Nil
3 years	1 year	Nil	Nil
4 years	2 years	Nil	Nil
5 years or more	3 years	1 year	Nil

- › You may be able to protect your NCD by paying an extra premium – see 'Section 5: Protected No Claim Discount' on page 21.



# Everything else

## Our contract with you

We aim to always be fair and reasonable and to act quickly whenever you need to make a claim under this **policy**. If you feel we haven't met this, we'll try to do everything possible to deal with your complaint quickly and fairly.

This **policy** is evidence of the contract between you and us, U K Insurance Limited, and is based on information you've given to us.

In return for receiving and accepting the premium, we'll provide insurance under this **policy** for the sections shown in your **car insurance details**. These sections cover accident, injury, loss or damage that has happened within the **territorial limits** during the **period of insurance**.

**The laws that apply to this contract** You and we may choose which law will apply to this **policy**. Unless both parties agree otherwise English law will apply. We've supplied this **policy** and other information to you in English and we'll continue to communicate with you in English.

**Giving you a recommendation** We have not given you a personal recommendation as to whether this **policy** is suitable for your specific needs. Just to let you know, our consultants may receive a bonus if you purchase any cover with us.

## Our regulator

U K Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under registration number 202810. The Financial Conduct Authority website, which includes a register of all regulated firms, can be visited at [www.fca.org.uk](http://www.fca.org.uk), or the Financial Conduct Authority can be contacted on 0800 111 6768

## Financial Services Compensation Scheme

General insurance claims are covered by the Financial Services Compensation Scheme. Full details of the cover available can be found at [www.fscs.org.uk](http://www.fscs.org.uk). U K Insurance Limited is a member of this scheme.

## The Motor Insurance Database

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

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

If you are involved in a road traffic accident (either in the UK, the EEA or certain other territories), insurers and/or the MIB may search the MID to obtain relevant information. Persons (including his or her appointed representatives) pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID. It is vital that the MID holds your correct registration number. It is our responsibility to update your **policy** to the MID. We fully comply with the agreements in place with the MIB to update your details within seven days; however it is important that you check your **policy** documents ensuring that the registration number is recorded correctly. If it is incorrectly shown on the MID you are at risk of having **your car** seized by the police. You can check that your correct registration number is shown on the MID at [www.askMID.com](http://www.askMID.com). If the registration number is not shown correctly on your **policy** documents, or you cannot find **your car** on the MID, please contact us immediately.

# Glossary

## About the glossary

When we use these words or terms in the policy they have these specific meanings (unless we say differently). These apply to your car insurance.

**Abroad** – Section 3: Motor Legal Cover only  
Anywhere outside of the **territorial limits** in the rest of Europe, restricted to the Republic of Ireland and countries listed on page 22.

**Accessories** Parts or products specifically designed to be fitted to **your car**. We may treat some accessories as **modifications**, so please tell us about any alterations to **your car**.

**Appointed representative** – Section 3: Motor Legal Cover only  
The **preferred law firm**, solicitor, or other suitably qualified person that we appoint to represent you under this section of the **policy**.

**Approved repairer** A repairer in our network of contracted repairers who's approved to make repairs to **your car**, as shown in your **car insurance details** and your **certificate of motor insurance**.

**Approved windscreen supplier** A repairer approved and authorised to repair or replace **your car's** windscreen, as shown in your **car insurance details** and your **certificate of motor insurance**.

**Car insurance details** The document that:

- › Identifies the **policyholder**.
- › Sets out details of your cover.
- › Records the information the **policyholder** gave us when the **policy** was purchased.

**Car keys** Physical key, device or smart access provided with **your car** by a manufacturer that allows you to access and move **your car**.

**Certificate of motor insurance** This document provides evidence that you have taken out the insurance you must have by law. It shows who can drive **your car** and the purposes that it can be used for.

**Convertible** A motor vehicle on which the roof is removable or can retract. These may be referred to as cabriolets, roadsters, soft-tops or hard-tops.

**Costs** – Section 3: Motor Legal Cover only  
Legal costs, including:

- › All reasonable, necessary and proportionate legal fees, expenses and other fees charged by the **appointed representative** and agreed by us. We'll assess legal fees, expenses and other fees on the standard basis, or in line with any fixed recoverable costs scheme that applies.
- › Any fees that your opponent incurs that you're ordered to pay by a **court**.
- › Any other fees we agree to in writing.

**Court** – Section 3: Motor Legal Cover only  
A court, tribunal or other suitable authority.

**Courtesy car** A small hatchback car, or similar car, that an **approved repairer** supplies to you temporarily. The car should keep you mobile, but may not be the same as **your car** in terms of its size, type value or status.

**Date of incident** – Section 3: Motor Legal Cover only

- › For road traffic accidents – the date the accident happened.
- › For motoring offences – the date the alleged offence took place.
- › For motor contract disputes – the date the alleged incident took place.

**Driveable** – Section 4: Guaranteed Hire Car Plus only  
If you have an accident or need to claim, **your car** is driveable if:

- › It's legal to drive.
- › It's roadworthy.
- › You've agreed with us it's safe to drive.

**Excess** The amount that you have to pay towards any claim. Details of the excesses can be found in your **car insurance details**.

**Hire car** – Section 4: Guaranteed Hire Car Plus only  
A car or van that's a **similar physical size** to your own, if available, that is supplied to you temporarily by the **hire car company**.

**Hire car company** – Section 4: Guaranteed Hire Car Plus only The company that we instruct to give you the **hire car**.

**Loss of any limb** A limb severed at or above the wrist or ankle, or the total and irrecoverable loss of use of a hand, arm, foot or leg.

**Main driver** The person you declared was the main user of **your car**, and who's shown as the main driver on your **car insurance details**.

**Market value** The cost of replacing **your car** with another of the same make and model, and of a similar age and condition at the time of the accident or loss.

**Modifications** Any changes to **your car's** standard specification, including optional extras.

Modifications include changes to the appearance or the performance of **your car**, including wheels, suspension, bodywork and engine. Please note this is not a complete list. Modifications include changes made to **your car** by a previous owner.

**Partner** Your husband, wife, or civil partner, or someone you're living with as if you're married to them.

**Period of Insurance** The length of time you have insurance cover under this **policy**. You can find this in your **certificate of motor insurance** and **car insurance details**.

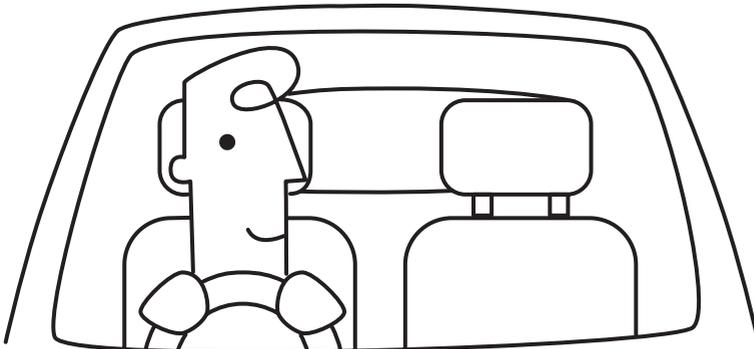
**Policy** The policy is made up of:

- › This booklet.
- › Your **car insurance details**.
- › Your **certificate of motor insurance**.
- › The Green Flag breakdown cover policy booklet – where this applies.

**Policyholder** The person named as the policyholder on your **car insurance details**.

**Preferred law firm** – Section 3: Motor Legal Cover only The law firm we choose to provide legal services.

We choose these legal specialists as they have the expertise to deal with your claim and comply with our agreed service standards.



**Reasonable chance of succeeding** – Section 3: Motor Legal Cover only

**For road traffic accident and motor contract dispute claims** When we and the **appointed representative** agree that there is a higher than 50% chance that you'll get a favourable judgment and do either of the following:

- › Recover your losses or damages.
- › Get any other legal remedy we agree to. (For example, an enforcement of judgment, a successful appeal, or a successful defence of an appeal).

**For motoring offence claims** When we and the **appointed representative** agree that there's a higher than 50% chance that you can achieve any of the following:

- › Reduce your sentence or fine.
- › Make a successful appeal.
- › Make a successful defence of an appeal.

**Road Traffic Act** The Acts, laws and regulations that cover driving or using motor vehicles in:

- › Great Britain.
- › Northern Ireland.
- › Isle of Man.
- › Channel Islands.

**Similar physical size** – Section 4: Guaranteed

**Hire Car Plus only** A **hire car** up to a Class F for vehicles with 5 seats, or up to a Mini MPV for vehicles with 7 or more seats. The **hire car company** will define the class of car.

**Terms** The terms, exclusions, conditions and limits that apply to the **policy**.

**Terms of appointment** – Section 3: Motor Legal Cover only A separate contract we make with the **appointed representative** if they're not a **preferred law firm**. It sets out:

- › The amounts we will pay the **appointed representative**.
- › Their responsibilities to report to us.

**Territorial limits**

- › Great Britain.
- › Northern Ireland.
- › Channel Islands.
- › Isle of Man.

**Track day** When **your car** is driven on a racing track, on an airfield or at an off-road event.

**Trailer** A trailer that has been specially built to be towed by a car.

**Your car** The car described in your **car insurance details**. This includes your car's **accessories** and spare parts when they are:

- › On your car or in it.
- › In your locked private garage.

# If you have a complaint

## How we can help

If something's not right, please call us on:

- › 0800 260 0903 if you're in the UK
- › +44 (0) 141 349 0914 if you're outside the UK.

## How to make a complaint

We understand that things don't always go to plan and there may be times when you feel we've let you down. If this happens, we want you to tell us. We'll do our best to put things right as soon as possible, or explain something we could have made clearer.

Please call us on 0800 260 0903 to speak to us about your problem.

If you'd prefer to write to us, please send your letter to

Customer Relations Manager, Churchill Court,  
Westmoreland Road, Bromley BR1 1DP

Our staff will do everything they can to support you. We'll aim to resolve most issues within three working days of receiving your complaint.

If your complaint can't be resolved within three working days, we'll contact you to let you know who'll be dealing with it, and what the next steps are.

We'll keep you updated regularly. You'll also receive the following written communication from us, depending on how long it takes us to resolve your complaint.

### If your complaint is to do with your Motor Legal Cover

If your complaint relates to Section 3: Motor Legal Cover, you can refer your complaint to arbitration instead (where an independent person, known as an arbitrator, makes a decision to settle the dispute). The arbitrator will be a solicitor or barrister or other suitably qualified person that you and we agree on. If you and we cannot agree, then we'll ask the Chartered Institute of Arbitrators to decide. The arbitrator's decision will be final, and whoever doesn't win will have to pay all costs and expenses.

## Communication type When will you get this?

## What will it tell you?

Summary Resolution Communication	If we've been able to resolve your complaint to your satisfaction within 3 working days of receiving your complaint.	It will let you know your complaint has been resolved and tell you about the Financial Ombudsman Service (FOS).
Acknowledgement	If we've been unable to resolve your complaint to your satisfaction within 3 working days of receiving your complaint.	It will let you know our complaint handling process and information about the Financial Ombudsman Service.
Unable to reach resolution within 8 weeks.	If we've been unable to resolve your complaint within 8 weeks.	It will let you know why we aren't in a position to give you our final response and when we expect to be able to provide this. We'll also let you know about your right to contact the Financial Ombudsman Service.
Final Response	If we've been unable to resolve your complaint within 3 working days, we'll send you our Final Response when we've completed our investigations. We'll do our best to send this at the earliest opportunity.	This is a detailed response, which will outline: <ul style="list-style-type: none"><li>› our investigation</li><li>› the decision</li><li>› any next steps</li></ul> It will also provide information about the Financial Ombudsman Service.

## Independent review

If we don't complete our investigations within 8 weeks of receiving your complaint, or you're unhappy with our response, you may ask the Financial Ombudsman Service (FOS) to look at your complaint. This is a free and independent service. If you decide to contact them, you should do so within 6 months of our response letter. Referring your case to the FOS will not affect your legal rights.

You can contact them by:

**Email:**

[complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

**Phone:**

UK: 0300 123 9123 or 0800 023 4567

Abroad: +44 20 7964 0500

**Writing to:**

Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Their website also has a great deal of useful information:

[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

## European Online Dispute Resolution Platform

If you, an individual, bought your **policy** online mainly for your own private use, there is now an Online Dispute Resolution (ODR) platform created by the EU Commission, which can help with resolving disputes. You can enter any complaint, other than for trade, about your **policy** onto the ODR. This will forward your complaint to the correct Alternative Dispute Resolution scheme. For insurance complaints in the UK, this is the Financial Ombudsman Service. Their contact details are above, if you prefer to contact them directly. For more information about ODR please visit <http://ec.europa.eu/odr>.

## How to get in touch

Need to claim?

**0345 246 8539**

Windscreen claims

**0800 328 7471**

Legal advice line

**0345 878 8731**

If you have Motor Legal Cover

Can we help?

FAQs

**[privilege.com/faqs](https://www.privilege.com/faqs)**

Call

**0345 878 5584**

# Privilege<sup>®</sup>

**If you would like a Braille, large print or audio version of your documents, please let us know.**

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