

PolicyPlan



Your ChauffeurPrime
Insurance Policy

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Introduction (preamble)

This policy document is evidence of a legally binding contract of insurance between **you** (the Insured) and **us** (Qudos Insurance A/S).

The contract is based on:

- the information **you** provided, or which has been provided on your behalf on your signed proposal form or **your Statement of fact**, and
- any other information given either verbally or in writing by **you** or on **your** behalf, and
- any information **you** provided to **us** via **your** insurance intermediary's web-site at the time **you** applied for insurance in the formation of and throughout the duration of the contract.

You must read this policy, the **Schedule** and the **Certificate of motor insurance** together. The **Schedule** tells **you** which sections of the policy apply. Please check all the above documents carefully to make certain they give **you** the cover **you** want.

We agree to insure **you** under the terms, conditions and exceptions contained in this policy document or in any **endorsement** applying to this policy document. The insurance provided by the policy document covers any liability loss or damage that may occur within the Geographical limits of the policy during any **Period of insurance** for which **you** have paid, or agreed to pay the premium.

Nobody other than **you** (the Insured) and **us** (Qudos Insurance A/S) has any rights that they can enforce under this contract except for those rights that they have under road traffic law in any country in which this insurance applies.

Unless specifically agreed otherwise, this insurance shall be subject to English Law.

The terms and conditions of this policy and all other information concerning this insurance are communicated to **you** in the English language and **we** undertake to communicate in this language for the duration of the policy.

Guidance notes

The guidance notes that are quoted throughout the policy document are to help you understand this insurance. They do not form part of the contract but must be read in conjunction with the full text of your document.

The parties involved in your insurance

Your insurance has been arranged by **your insurance intermediary** and they will administer **your** insurance on **our** behalf.

Your insurance intermediary is:
PolicyPlan Limited Limited
Staveley House
Church Street
Connah's Quay CH5 4AS
Tel: +44 (0) 1244 834 260

You should contact them if **you** have any questions about **your** insurance, if **you** need to make a change to **your** insurance (see Notification of changes which may affect **your** insurance), or if **you** wish to make a complaint.

Your insurer is:
Qudos Insurance A/S

Qudos Insurance A/S is regulated by the Danish FSA No. 53112 and authorised to provide insurance in the United Kingdom by the Financial Conduct Authority (Register Number 571608).

Details about the extent of **our** and **your** insurance intermediary's authorisation and regulation by the Financial Conduct Authority can be checked on the Financial Conduct Authority's register by visiting the Financial Conduct Authority's website www.fca.org.uk/firms/systems-reporting/register or by contacting the Financial Conduct Authority on 0800 111 6768.

We are also members the Financial Ombudsman Service (FOS) and the Financial Services Compensation Scheme (FSCS).

Our appointed claims service provider is:
Greenlight Legal
Park House
Chantry Court
Sovereign Way
Chester
CH1 4QN

You should contact them in the event that you need to make a claim. Their telephone number is shown below in What to do in the event of an accident. They can be contacted 24 hours a day every day.

What to do in the event of an accident

Regardless of blame these measures will help to protect **you**.

Stop as soon as possible, in a safe place. If anybody has been injured, call the police and ambulance service. If **you** have a warning triangle, place it well before the obstruction.

It is worth keeping a pen and paper in **your** car, **you** can then make a quick sketch of the direction and final position of each vehicle. Write down the name, address and vehicle registration number of the other driver(s). Please also make a note of the number of passengers in each vehicle. If the police attend the scene please write down the officer's name, number and police force. If **you** have a mobile phone with **you** and it is fitted with a camera, try and take photographs to support the positions of the vehicles and the extent of damage.

If anybody has been injured **you** should obtain the insurance details of all drivers and **you** must give **your** own insurance details to anyone who has reasonable grounds for requesting them. It is most important to obtain details of all witnesses; if **you** are not to blame this will help protect **your** No Claims Discount.

Do not admit responsibility, either verbally or in writing.

If for any reason **you** have not been able to exchange details with other drivers, or **you** were in collision with an animal, **you** must report the incident to the police as soon as possible and certainly within 24 hours.

Call the 24 hour Claims Helpline:
Telephone 0844 811 2028

For all glass/windscreen claims:
Telephone 0843 221 8489

After any accident or incident telephone **our** 24 hour claims helpline as quickly as possible, but in any event within 72 hours. This is regardless of whether **you** wish to make a claim under the policy. Delay in notifying **us** of an incident may increase claims costs, which **you** will become liable to pay. It may also invalidate **your** right to claim. Quote **your** policy number and give all the information about the incident. If **your** claim is due to theft, attempted theft or vandalism **you** must also inform the Police and obtain a crime reference number.

If you report a claim within 2 hours of the time of the accident, we will reduce your excess by 50% (this does not include Glass/Windscreen claims).

The benefits you receive will depend on the level of policy cover you selected but can include the following:

1. Replacement vehicle provided whilst the vehicle is being repaired. This will be for social, domestic and pleasure purposes only and at the discretion of the approved repairer.
2. Free collection and delivery service.
3. All repairs guaranteed for the duration of the manufacturer's warranty or 3 years, whichever is greater.
4. Customer's vehicle will be cleaned prior to its return.

We will deal with **your** claim and claims made against **you** as quickly and fairly as possible. Please read the General Conditions in this policy document.

For **our** joint protection telephone calls may be recorded and monitored by **us, your insurance intermediary** and **our** service providers.

Keeping us updated

You should keep a complete record of all information (including copies of letters) supplied to **us** in taking out this insurance.

So that **you** understand what **you** are covered for, please read this policy, the **schedule** (which may make reference to endorsements) and the **certificate of motor insurance** very carefully. **You** should pay special attention to the general exclusions and general conditions of this policy.

If **you** have any questions, or the cover does not meet **your** needs or any of the details are incorrect **you** should notify **us** immediately via **your** insurance intermediary.

Consumer Insurance (Disclosures and Representations) Act 2012

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to supply accurate and complete answers to all the questions you were asked at the time of insuring with us. It is important that you check your records for the information you have provided and notify us immediately of any changes to these details. Failure to provide accurate and complete information to the best of your knowledge may result in increased premiums, refusal of a claim or your policy being cancelled. You are required to update us with any changes to the information you provided at the time you asked us to insure you. The changes include the following and if you do not tell us about these changes, this may result in increased premiums, refusal of a claim or your policy being cancelled.

Some examples are:

1. A change of **vehicle**, or **you** purchase another **vehicle** to which **you** want cover to apply.
2. **You** wish a new driver to be covered or there is a change in the main driver of the vehicle.
3. Someone who drives the vehicle receives a motoring or other conviction or a fixed penalty notice, has a pending prosecution, suffers from a medical condition or has a claim on another **policy**.
4. The **vehicle** is changed or modified from the manufacturer's standard specification or **you** intend to change or modify it (including the addition of optional-fit **accessories** such as spoilers, skirts, alloy wheels, etc.).
5. A change of occupation (full or part-time) by **you** or any other driver.
6. **You** change **your** address or the address where the **vehicle** is normally kept.
7. A change in the use of the **vehicle**.
8. The **vehicle** is involved in an accident no matter how trivial.
9. The main user of the **vehicle** changes.

This is not a full list and if **you** are in any doubt **you** should advise **your** insurance intermediary for **your** own protection. If **you** do not tell **us** about changes, **your** insurance may not cover **you** fully or at all.

Choice of law

The law of England and Wales will apply to this contract unless **you** and the insurer agree otherwise.

Important information about your insurance with us

Data protection

We are governed by the Data Protection legislation applicable in both the United Kingdom and Gibraltar. Under this legislation we are required to tell you about how we will use the information that you give us, who we may share information with and the systems we have in place that allow us to detect and prevent fraudulent applications for insurance and claims. The savings that we make help us to keep our premiums and products competitive.

Insurance administration

The information that you give to us will be used by us and your insurance intermediary and anybody appointed by us or them for the purposes of administering your insurance or a claim. It may be disclosed to reinsurers, and to regulatory authorities for the purposes of monitoring our or your insurance intermediary's compliance with regulatory requirements.

Where this happens we will ensure that anyone to whom we send your information agrees to treat it with the same level of protection as if we were dealing with it.

In giving us and your insurance intermediary information about another person, you confirm that they have given you permission to give the information to us and your insurance intermediary and that we/they may process it (including any sensitive data – see below) for the purposes as set out in these notices.

We and your insurance intermediary may undertake checks against publicly available information (such as electoral roll, county court judgements, bankruptcy orders or repossessions). These checks may be made when you take out insurance with us or if you make a claim and the information shared with anyone acting on our behalf to administer your insurance or a claim (e.g. loss adjusters or investigators).

Credit searches

To help us to prevent fraud and to check your identity, we and your insurance intermediary may search files made available to us by credit reference agencies, who may keep a record of that search.

Sensitive data

In order to assess the terms of your insurance or to administer claims we may need to collect data that Data Protection legislation defines as sensitive (such as medical conditions and criminal convictions). In taking out insurance with us you are giving us your consent to such information being processed by us, your insurance intermediary, companies belonging to our group and other companies contracted by us to provide services relating to your insurance or to a claim.

On payment of a £10 fee you are entitled to receive a copy of the information we hold about you. If you have any questions, or you would like to find out more about this you can write to the Data Protection Officer at Qudos Insurance A/S Our address is shown below.

Information on products and services

We may use the details you have provided to send you information about our other products and services or to carry out research. We may contact you by letter, telephone or e-mail. Please be reassured that we will not make your personal details available to any companies other than those that are contracted by us to provide services relating to your insurance with us. If you would prefer not to receive information from us or those companies who provide services on our behalf, simply tell us when you call or write to us:

Qudos Insurance A/S
Kongevejen 371
DK-2840 Holte
Denmark

Motor Insurance Database

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

1. Electronic Licensing;
2. Continuous Insurance Enforcement;
3. Law enforcement (prevention, detection, apprehension and or prosecution of offenders);
4. 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 European Economic Area (EEA) or certain other territories), insurers and or the MIB may search the MID to obtain relevant information. Persons (including his or her appointed representatives) pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID.

It is vital that the MID holds **your** correct registration number. If it is incorrectly shown on the MID **you** are at risk of having **your** vehicle seized by the Police.

1. **You** can check that **your** correct registration number details are shown on the MID at www.askmid.com.
2. **You** can find out more about the MID by visiting the MIB web site at www.mib.org.uk.
3. **You** should show these notices to anyone insured to drive the **vehicle(s)** covered under this insurance.

Fraud prevention, detection and claims history

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

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

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

1. Share information about **you** with other organisations and public bodies including the Police;
2. Check and/or file **your** details with fraud prevention agencies and databases, and if **you** give **us** false or inaccurate information and **we** suspect fraud, **we** will record this. **We** and other organisations may also search these agencies and databases to:
 - a. Help make decisions about the provision and administration of insurance, credit and related services for **you** and members of **your** household;
 - b. Trace debtors or beneficiaries, recover debt, prevent fraud and to manage **your** accounts or insurance policies;
 - c. Check **your** identity to prevent money laundering, unless **you** furnish **us** with other satisfactory proof of identity;
 - d. Undertake credit searches and additional fraud searches.

Industry agencies and databases

We pass information to the Claims and Underwriting Exchange Register (CUE), run by Insurance Database Services Ltd. (IDS Ltd.) and the Motor Anti-Fraud and Theft Register (MIAFTR), run by the Association of British Insurers (ABI). The aim is to help **us** to check information provided by **you** and also to prevent fraudulent claims. These registers may be searched in considering any application for insurance in connection with this policy. **We** will pass any information relating to any incident (such as an accident or theft), which may or may not give rise to a claim under this policy and which **you** have to notify **us** of in accordance with the terms and conditions of this policy, to the relevant registers.

Other insurers

We may pass information about **you** and this policy to other insurance companies with which **we** either reinsurance **our** business or who are dealing with a claim made under this policy. In addition, information may be passed to other insurance related organisations in common with industry practice. These companies will usually be located in countries inside the EEA. Where information is passed to companies outside of the EEA, **we** will make sure they comply with the same standards of data security as though they were located inside the EEA.

Telephone recording

For **our** joint protection telephone calls may be recorded and monitored by **us**, **your** insurance intermediary and **our** service providers.

Our service commitment

Customer feedback

If **you** have any suggestions or comments about how **we** or **your** insurance intermediary can improve **our** cover or the service **we**/they have provided please write to **your** insurance intermediary at the address shown below.

We/they always welcome feedback to enable **us**/them to improve products and services.

Your insurance intermediary

In the event that we are unable to continue to trade with your Insurance intermediary because they have ceased to trade through bankruptcy or liquidation or in the event that their relevant Financial Conduct Authority authorisation is revoked we reserve the right to pass your policy and all details on to another intermediary. If you do not wish this to happen then please put your request in writing to us.

General definitions and interpretation

Guidance notes

The words or phrases shown below have the same meaning wherever they appear in this policy document (in bold font) and **your Certificate of Motor Insurance, Schedule and Endorsements.**

This insurance has restrictions on the way that **your vehicle** can be used. **Your Certificate of Motor Insurance** shows the details of the restrictions applying to **your** insurance.

Accessories of the Trade

Taxi signs, fire extinguishers, first aid kits, portable wheelchair ramps, permanently fitted taxi meters, permanently fitted in-cab data systems and permanently fitted two-way radio equipment.

Approved repairer

A motor vehicle repairer authorised by us or our claims service provider to repair the insured vehicle following a valid claim under Section 2 or Section 3.

Audio equipment

Permanently fitted radios, cassette, compact disc or DVD players, telephones, CB radios and visual navigation equipment. This does not include portable items (such as radar detection equipment, personal digital assistants or portable GPS navigators), cassette tapes, compact discs or DVDs are not included within this definition.

Calendar month

A period of not less than 30 days.

Certificate of Motor Insurance

A document, which is legal evidence of your insurance and is required by law and forms part of this contract of insurance. The certificate of motor insurance must be read with this policy document.

Courtesy car

A car loaned to **you** by **our approved repairer** whilst the **Insured vehicle** is being repaired following a valid claim under Section 2 or Section 3 of this insurance. This will be for social, domestic and pleasure purposes only and at the discretion of the **approved repairer**.

Endorsement(s)

A change in terms of this insurance which replaces or alters the standard insurance wording and is printed on or issued with the **schedule**.

Excess(es)

An amount you have to pay towards the cost of a claim under this insurance. An amount which is not covered by insurance.

You have to pay this amount regardless of the circumstances leading to the claim.

Geographical limits

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

Hazardous goods

1. Petrol and liquid petroleum gas transported in bulk, explosives or chemicals of a volatile, explosive, corrosive or toxic nature, and/or
2. Any goods listed in Classes 1 to 9 of the Health & Safety Executive (HSE) rules relating to the carriage of dangerous goods.

The rules require the display of hazard warning (ADR or Hazchem) panels and that the driver of the vehicle carries a Tremcard.

Insurance intermediary

The intermediary who has placed this insurance with **us**, acting on **your** behalf as **your** agent and through whom all matters concerning this insurance are handled.

Insured vehicle

The **insured vehicle** the details of which and registration number are shown on the **schedule**. **Insured vehicle** includes accessories which are permanently fitted to the vehicle but does not include any item of sound reproduction, communications, navigation or in vehicle entertainment equipment other than **audio equipment** as defined above. The **insured vehicle** is the subject matter of this contract of insurance.

Market value

The cost of replacing the insured vehicle as far as may be practical with a vehicle of similar make, model, age and condition (including similar mileage).

In order to determine the market value, we will use Glass's Guide with allowances being made for mileage, condition and use of your particular vehicle. If no guide value exists, we shall rely upon an independent valuation by an assessor or engineer of our choice, whose valuation will be based on the best assessment of the pre-accident condition of your vehicle, or in the event that the vehicle or its remains are unavailable for inspection, upon the relevant vehicle documentation (including MOT Certificate, Purchase and Service Documentation).

Guidance notes

We should be told via **your insurance intermediary** if there is to be any alteration to these details or if they are incorrect.

Glass's guide is a recognised guide used to calculate the second hand value of vehicles by both the motor and insurance industries.

We/Us/Our

Qudos Insurance A/S

You/Your

The insured policyholder named on the **schedule** or **certificate of motor insurance**.

Period of insurance

The period between the effective date and expiry date shown on the **schedule** and any subsequent period for which **we** accept renewal of the insurance.

Proposal form

The application for insurance and declaration completed by **you** or on **your** behalf. **We** have relied on the information provided on this form in entering into this contract of insurance. If there are any alterations to the facts shown in this form **you** should inform **your insurance intermediary** as soon as possible.

Schedule

The document which shows details of the insured policyholder and insurance protection provided and forms part of this contract of insurance.

Statement of Fact

The form that shows the information that **you** gave **us** or that was given on **your** behalf at the time **you** applied for insurance. **We** have relied on the information provided on this form in entering into this contract of insurance. If there are any alterations to the facts shown in this form **you** should inform **your Insurance intermediary** as soon as possible.

Terrorism

Terrorism as defined in the Terrorism Act 2000, or subsequent Acts.

A guide to your policy cover

Guidance notes

This part of **your** policy explains which sections apply depending on the type of cover **you** have chosen.

The level of cover provided by this insurance is shown on **your Schedule**. The sections of this Policy that apply for each level of cover are as shown below. Cover is subject to any **Endorsement(s)** shown on **your Schedule**.

Comprehensive

Sections 1 to 9 apply

Third Party Fire and Theft

Sections 1, 3 and 8 apply (please note new vehicle replacement, glass repair/replacement is not covered).

Third Party Only

Sections 1 and 8 apply

The General Exceptions and General Conditions of this Motor Insurance Policy apply to all of the above levels of cover.

Section 1 - Liability to other people

Guidance notes

This section shows the cover provided to certain categories of people allowed to drive the **insured vehicle**.

Use of the insured vehicle

We will cover the categories of people listed below for their legal liability for death, bodily injury or damage to property arising out of the use of the **insured vehicle** or an attached trailer or caravan:-

You, and

1. Any person permitted to drive the **insured vehicle** under the **certificate of motor insurance** who is driving with **your** permission, and
2. Any passenger in the **insured vehicle**, and
3. Any person using (but not driving) the **insured vehicle** for social domestic and pleasure purposes with **your** permission, and
4. **Your** employer or business partner in the event of an accident occurring while the **insured vehicle** is being used for the business of **your** employer or business partner as long as **your certificate of motor insurance** allows such business use, and
5. The legal representatives of any person who would have been covered under this section.

Third party property damage limit

The cover provided for damage to property is limited to £5,000,000 in respect of any one occurrence or series of occurrences arising out of one event.

Guidance notes

There is a limit on the amount the policy will pay for damage to property belonging to other persons.

Legal costs

If we give **you** written permission beforehand we will pay:

1. Solicitors fees for representing **you** at any fatal accident enquiry, Coroner's, Magistrates or similar court, and
2. the reasonable cost of legal services to defend **you** against a charge of manslaughter or causing death by careless or inconsiderate driving or dangerous or reckless driving.

We will only pay these legal costs if they arise from an accident that is covered under this insurance.

Guidance notes

We will pay legal costs and expenses that have been incurred with **our** consent.

Emergency medical treatment

We will pay emergency medical treatment charges required by the Road Traffic Acts. If this is the only payment we make, it will not affect **your** no claim discount.

Guidance notes

We must provide cover for emergency medical treatment **by law**.

Exceptions to Section 1

Guidance notes

This part explains where cover does not apply. **We** do not have to provide cover or settle claims under this section if any person claiming can claim for the same loss from any other insurance.

We shall not be liable:-

1. if the person claiming is otherwise insured, or
2. for loss or damage to property belonging to or in the care of any person insured under this section or for not being able to use any such property, or
3. for damage to the **insured vehicle** or property in it or being conveyed in it or on it or for not being able to use any such property, or
4. for loss or damage to any trailer or caravan being towed by the **insured vehicle** or for not being able to use any such trailer or caravan, or
5. if death of or bodily injury to any person covered under this section arises out of or in the course of his/her employment except where such liability must be covered under the Road Traffic Acts, or
6. for death or bodily injury to any person being carried in or on any trailer or caravan
7. if a person who was not driving makes a claim and he/she knew that the person driving did not hold a valid driving licence, or
8. for death, injury or damage arising while the **insured vehicle** is not on a public road and is in the process of being loaded or unloaded by any person other than the driver or attendant of the vehicle.

Section 2 - Loss of or damage to the insured vehicle

Guidance notes

Under this section we will provide cover when **your vehicle** suffers loss or damage (less any **excess** you must pay) caused by the events shown below.

This section only applies if the cover shown on **your schedule** is Comprehensive.

We will cover **you** against loss or damage to the **insured vehicle** (less any **excess** that applies) caused accidentally or as a result of malicious damage or vandalism. Loss or damage more specifically covered under Section 3 of this policy is excluded.

Cover also applies under this section while the **insured vehicle** is in the custody of a member of the motor trade for servicing or repair.

Under this section **we** may either:

1. pay for the damage to be repaired, or
2. with **your** agreement provide a replacement vehicle, or
3. pay an amount of cash equivalent to the loss or damage

Guidance notes

These are the ways in which **we** may settle **your** claim.

The most **we** will pay is the lower of:

The **market value** of the **insured vehicle** immediately before the loss, or the cost of repairing the **insured vehicle**.

If the **insured vehicle** was not first registered from new in the United Kingdom **we** will not pay more than the purchase price paid by **you** at the time that **you** purchased the vehicle.

If the **insured vehicle** is the subject of a Hire Purchase Agreement, payment will be made to the owner whose receipt shall be a discharge of any claim under this section.

If the **insured vehicle** is deemed to be beyond economical repair the damaged vehicle becomes **our** property once a claim is met under the policy. **You** must send **us** the vehicle registration document, MOT certificate and the **certificate of motor insurance** for the **insured vehicle** before **we** are able to meet the claim.

Repairs are normally undertaken by **our approved repairer**. If **you** accept **our approved repairer**, you will only be required to pay 50% of the excess applicable to the repairs.

If **you** choose to use an alternative repairer:

1. **we** will not guarantee the work after **you** have signed a customer satisfaction note and the **insured vehicle** has been returned to **you** by the repairer; and
2. **we** will not pay more than the cost of repairs had the work been undertaken by **our approved repairer**. In these circumstances **we** may at **our** option settle the claim for repairs to the **insured vehicle** by making a cash payment for the amount quoted by **our approved repairer** less the **excess** which applies to the claim

Guidance notes

The **market value** of the **insured vehicle** in the event of a total loss will be based on Glass's Guide. In the event of the **insured vehicle** being a total loss it becomes **our** property. This section restricts the amount we will pay if the parts needed to repair the vehicle are unavailable. **We** will not pay the cost of any repair or replacement which improves the **insured vehicle**.

Parts and unavailable parts

If parts required for repairing the **insured vehicle** are not available in the United Kingdom **our** liability for those parts shall not exceed the manufacturers' last United Kingdom list price or if not listed the price of those parts for the nearest comparable car available in the United Kingdom. **We** will not pay the cost of importing parts that are not available in the United Kingdom. **We** may at **our** option use parts that have not been supplied by the original manufacturer.

Where **your** vehicle is damaged to the extent that using new parts make it uneconomical to repair, we may at our option ask **you** if **you** are willing to have **your** vehicle repaired with secondhand parts. This will be **your** option and only to prevent the vehicle being declared a total loss.

We will not pay the cost of any repair or replacement which improves the **insured vehicle** or its accessories to a better condition than they were in immediately before the loss or damage. If this does happen **you** may be asked to make a contribution towards the cost of repair or replacement. **You** may be required to contribute to the cost of replaced items such as, but not restricted too, exhausts or tyres, trim and mechanical or electrical components.

Protection and recovery

If the **insured vehicle** cannot be driven following an incident leading to a valid claim under this section, **we** will pay:-

1. the cost of its protection and removal to the nearest **approved repairer**, competent repairer or place of safety, and
2. the reasonable cost of re-delivery to **your** home or business address within the United Kingdom after the completion of repairs, and
3. the cost of storage of the **insured vehicle** incurred with **our** written consent.

If the **insured vehicle** is considered to be damaged beyond economical repair **we** will arrange for it to be stored safely at premises of **our** choosing, which may be **our** approved salvage agent.

You should remove **your** personal belongings from the **insured vehicle** before it is collected from **you**.

In the event of a claim being made under the policy **we** have the right to remove the **insured vehicle** to an alternative repairer or place of safety at any time in order to keep the cost of the claim to a minimum.

Guidance notes

If the **insured vehicle** suffers damage covered by the policy, **we** will pay the cost of removing it to the nearest **approved repairer**. The cost of signwriting and specialist paintwork is covered but only up to £250, which is also subject to the deduction of any **excess**.

Excess

You will be responsible for paying the amount shown on the **schedule** in respect of any claim relating to loss of or damage to the **insured vehicle**.

Young and inexperienced driver excesses

In addition to the amounts of **excess** shown on **your schedule** **you** will be responsible for paying the following amounts while the **insured vehicle** is being driven by or is in the charge of the categories of driver listed below:

Age of person driving or last in charge of the vehicle at the time of loss or damage	Amount of excess
Aged 21 years and under	£1,000
Aged 22 to 24 years inclusive	£750
Aged 25 and over but:	£500

1. who holds a provisional driving licence, or
2. who holds an international driving licence, or
3. has held a full driving licence to drive the category of vehicle being driven issued either in a country within the **geographical limits** or a member country of the European Union but for less than one year.

Guidance notes

An **excess** is the amount **you** must pay towards a claim for loss of or damage to the **insured vehicle** and/or fitted accessories (where applicable). The **excess** is increased if the **insured vehicle** is being driven by a young or inexperienced driver.

Audio equipment

We will pay an amount of no greater than £1,000 after the deduction of any **excess** that applies in respect of any one occurrence for loss of or damage caused to permanently fitted in-car entertainment, communication and navigation equipment, if this equipment forms part of the original vehicle specification and was fitted by the vehicle manufacturer or their authorised dealer at the time the **insured vehicle** was first registered from new. If the equipment does not form part of the original vehicle specification and was not fitted by the manufacturer or their authorised dealer, the amount of cover for any one occurrence will be limited to £500 after the deduction of any excess.

Any amount payable in respect of in-car entertainment, communication and navigation equipment will not exceed the value of the equipment at the time of the loss or damage after making a reasonable deduction for wear and tear.

New vehicle cover

If the **insured vehicle** is less than one year old (calculated from the date of first registration) at the time of the incident leading to a claim under this policy, and:

1. suffers damage covered by the policy; and
2. is beyond economical repair

we will replace it with a new one of the same make, model and specification

However, this new car cover only applies if:

1. **you** have been the first and only registered keeper and owner, dealer stamp accepted providing no more than 1,000 miles showing on the odometer at time of sale and
2. a suitable replacement car is available in the United Kingdom; and
3. anyone else who has an interest in the **insured vehicle** agrees; and
4. the **insured vehicle** has covered less than 10,000 miles

Once a settlement has been agreed in accordance with this new car cover, the damaged car becomes **our** property.

If the **insured vehicle** is the subject of a Hire Purchase Agreement **we** will only agree settlement on the basis of this new car cover if **we** have the agreement of the Hire Purchase Company as owner of the **insured vehicle**.

Vehicle salvage/retention

Under certain circumstances **we** may allow **you** to retain **your** vehicle as salvage following a total loss claim. This will be at **our** sole discretion and based on criteria applying at the time **your** vehicle is deemed to be a total loss.

Section 3 - Loss of or damage to the insured vehicle by fire or theft

Guidance notes

Under this section we will provide cover when your vehicle suffers loss or damage by fire or theft (less any excess you must pay). Fire damage must be caused by flames. Charring of overloaded wiring is not covered.

This section only applies if the cover shown on **your schedule** is either Comprehensive or Third Party Fire and Theft.

We will cover **you** against loss of or damage to the **insured vehicle** (less any **excess** that applies) caused by fire, lightning, self ignition, explosion, theft or attempted theft. Cover also applies under this section while the **insured vehicle** is in the custody of a member of the motor trade for servicing or repair.

Under this section **we** may either:

1. pay for the damage to be repaired, or
2. with **your** agreement provide a replacement vehicle, or
3. pay an amount of cash equivalent to the loss or damage

Guidance notes

These are the ways in which **we** may settle **your** claim.

The most **we** will pay is the lower of:

the **market value** of the **insured vehicle** immediately before the loss, or the cost of repairing the **insured vehicle**

If the **insured vehicle** was not first registered from new in the United Kingdom **we** will not pay more than the purchase price paid by **you** at the time that **you** purchased the vehicle.

If the **insured vehicle** is the subject of a Hire Purchase Agreement, payment shall be made to the owner whose receipt shall be a discharge of any claim under this section.

If the **insured vehicle** is stolen and has not been recovered at the time of settlement, or regardless of the type of loss or damage is deemed to be beyond economical repair the damaged vehicle becomes **our** property once a claim is met under the policy. **You** must send **us** the vehicle registration document, MOT certificate and the **certificate of motor insurance** for the **Insured vehicle** before **we** are able to meet the claim.

Repairs are normally undertaken by **our approved repairer**. If **you** accept **our approved repairer**, you will only be required to pay 50% of the excess applicable to the repairs.

If **you** choose to use an alternative repairer:

1. **we** will not guarantee the work after **you** have signed a customer satisfaction note and the **insured vehicle** has been returned to **you** by the repairer; and
2. **we** will not pay more than the cost of repairs had the work been undertaken by **our approved repairer**. In these circumstances **we** may at **our** option settle the claim for repairs to the **insured vehicle** by making a cash payment for the amount quoted by **our approved repairer** less the **excess** which applies to the claim

Guidance notes

The **market value** of the **insured vehicle** in the event of a total loss will be based on Glass's Guide. In the event of the **insured vehicle** being a total loss it becomes **our** property. This section restricts the amount **we** will pay if the parts needed to repair the vehicle are unavailable. **We** will not pay the cost of any repair or replacement which improves the **insured vehicle**.

Parts and unavailable parts

If parts required for repairing the **insured vehicle** are not available in the United Kingdom **our** liability for those parts shall not exceed the manufacturers' last United Kingdom list price or if not listed the price of those parts for the nearest comparable car available in the United Kingdom. **We** will not pay the cost of importing parts that are not available in the United Kingdom. **We** may at **our** option use parts that have not been supplied by the original manufacturer.

Where **your** vehicle is damaged to the extent that using new parts make it uneconomical to repair, we may at our option ask **you** if **you** are willing to have **your** vehicle repaired with secondhand parts. This will be **your** option and only to prevent the vehicle being declared a total loss.

We will not pay the cost of any repair or replacement which improves the **insured vehicle** or its accessories to a better condition than they were in immediately before the loss or damage. If this does happen **you** may be asked to make a contribution towards the cost of repair or replacement. **You** may be required to contribute to the cost of replaced items such as, but not restricted too, exhausts or tyres, trim and mechanical or electrical components.

Protection and recovery

If the **insured vehicle** cannot be driven following an incident leading to a valid claim under this section, **we** will pay:-

1. the cost of its protection and removal to the nearest **approved repairer**, competent repairer or place of safety, and
2. the reasonable cost of re-delivery to **your** home or business address within the United Kingdom after the completion of repairs, and
3. the cost of storage of the **insured vehicle** incurred with **our** written consent.

If the **insured vehicle** is considered to be damaged beyond economical repair **we** will arrange for it to be stored safely at premises of **our** choosing, which may be **our** approved salvage agent.

You should remove **your** personal belongings from the **insured vehicle** before it is collected from **you**.

In the event of a claim being made under the policy **we** have the right to remove the **insured vehicle** to an alternative repairer or place of safety at any time in order to keep the cost of the claim to a minimum.

Guidance notes

If the insured vehicle suffers damage covered by the policy, we will pay the cost of removing it to the nearest approved repairer. The cost of signwriting and specialist paintwork is covered but only up to £250, which is also subject to the deduction of any excess.

Excess

You will be responsible for paying the amount shown on the **schedule** in respect of any claim relating to loss of or damage to the **insured vehicle** caused by fire, lightning, self-ignition, explosion, theft or attempted theft.

Guidance notes

An **excess** is the amount **you** must pay towards a claim for loss of or damage to the **insured vehicle** and/or fitted accessories (where applicable).

deduction of any excess.

Any amount payable in respect of in-car entertainment, communication and navigation equipment will not exceed the value of the equipment at the time of the loss or damage after making a reasonable deduction for wear and tear.

New vehicle cover

If the **insured vehicle** is less than one year old (calculated from the date of first registration) at the time of the incident leading to a claim under this policy, and:

- **you** suffers damage covered by the policy; and
 - is beyond economical repair
- we** will replace it with a new one of the same make, model and specification

However, this new car cover only applies if:

- **you** have been the first and only registered keeper and owner, dealer stamp accepted providing no more than 1,000 miles showing on the odometer at time of sale and
- a suitable replacement car is available in the United Kingdom; and
- anyone else who has an interest in the **insured vehicle** agrees; and
- the **insured vehicle** has covered less than 10,000 miles

Once a settlement has been agreed in accordance with this new car cover, the damaged car becomes **our** property.

If the **insured vehicle** is the subject of a Hire Purchase Agreement **we** will only agree settlement on the basis of this new car cover if **we** have the agreement of the Hire Purchase Company as owner of the **insured vehicle**.

Vehicle salvage/retention

Under certain circumstances **we** may allow **you** to retain **your** vehicle as salvage following a total loss claim. This will be at **our** sole discretion and based on criteria applying at the time **your** vehicle is deemed to be a total loss.

Audio equipment

We will pay an amount of no greater than £1,000 after the deduction of any **excess** that applies in respect of any one occurrence for loss of or damage caused to permanently fitted in-car entertainment, communication and navigation equipment, if this equipment forms part of the original vehicle specification and was fitted by the vehicle manufacturer or their authorised dealer at the time the **insured vehicle** was first registered from new. If the equipment does not form part of the original vehicle specification and was not fitted by the manufacturer or their authorised dealer, the amount of cover for any one occurrence will be limited to £500 after the

Exceptions to Sections 2 and 3

Guidance notes

There are circumstances where cover under these sections does not apply.

Loss of or damage to radios, cassette and CD players is covered but only up to the fixed amount shown. This limit is the maximum amount **we** will pay before **your excess** has been deducted. **You** must take all necessary measures to avoid loss or damage.

These sections of **your** insurance policy do not cover the following:

1. The amount of any **excess** shown on the **schedule** or in this policy document or both
2. Any amount greater than £1,000 in respect of any one occurrence for loss or damage caused to **audio equipment**, communication or navigation equipment permanently fitted to the **insured vehicle**. This amount is also subject to the deduction of any **excess** in the **schedule**, this policy document or both. If the equipment does not form part of the original vehicle specification and was not fitted by the manufacturer or their authorised dealer, the amount of cover for any one occurrence will be limited to £500 after the deduction of the excess.
3. VAT if **you** are VAT registered
4. Indirect losses, which result from the incident that caused **you** to claim. For example **we** will not pay compensation for **you** not being able to use the **insured vehicle**
5. Wear and tear, mechanical or electrical breakdown including failure of any equipment, integrated circuit, computer chip, computer software or computer related equipment and failure or breakages of any part due to application of brakes or road shocks
6. Depreciation or loss of value following repairs
7. Loss of or damage to the **insured vehicle** arising from the vehicle being taken by a person:
 - a. who is not permitted to drive under the **certificate of motor insurance**, and
 - b. who is also **your** employee or a member of **your** family or household or in a close personal relationship with **you** or **your** family or household unless **you** prove that the person intended to permanently deprive the owner of the vehicle
1. Loss suffered due to any person obtaining any property by fraud or deception, for example a purchaser's cheque not being honoured by their bank
2. Loss or damage to the **insured vehicle** where possession of it is gained by deception on the part of someone pretending to be a buyer or someone pretending to act on behalf of a buyer.
3. Loss or damage caused by pressure waves from aircraft or any flying object
4. Loss of or damage to keys, keyless entry cards, lock or ignition activators, alarm or immobiliser activators

5. Repairs, re-programming or replacement of any component, including locks on the **insured vehicle**, consequent upon the loss of or damage to the vehicle's keys, keyless entry cards, lock or ignition activators or alarm or immobiliser activators
6. Loss of or damage to the **insured vehicle** and/or **audio equipment** while **you** are not in the vehicle arising from theft or attempted theft when:-
 - a. ignition keys have been left in or on the insured vehicle, or
 - b. the insured vehicle has not been secured by means of all door locks, or
 - c. any window or any form of sliding or removable roof or hood have been left open or unlocked
7. Loss or damage caused by an inappropriate type or grade of fuel being used
8. Confiscation, requisition or destruction by or under the order of any Government or Public or Local Authority
9. More than £250 in respect of sign-writing, advertisements, logos or specialist paintwork. This amount is also subject to the deduction of any **excess** in the **schedule**, this policy document or both
10. Damage to tyres caused by braking, punctures, cuts or bursts
11. Glass/Windscreen damage which is more specifically covered under Section 4 of this policy
12. Loss of or damage to any item of sound reproduction, communications, navigation or in-vehicle entertainment equipment other than to **audio equipment** as defined elsewhere in this policy document
13. Loss of or damage to taxi metering or ticketing equipment or other **Accessories of the Trade**

Guidance notes

You must remove **your** ignition key and lock **your** vehicle whenever **you** leave it even if only for a short period of time e.g. at a petrol station.

Vehicle thieves often steal the keys first especially if the vehicle has an immobiliser and break into houses just to access keys to steal the vehicle. Always keep keys secure even inside **your** home (do not leave keys where a burglar can easily find them such as on a shelf or hook).

The cost of sign writing and specialist paintwork is covered but only up to £250, which is also subject to the deduction of any excess.

Section 4 - Glass/windscreen damage

Guidance notes

This section provides cover for damage to glass in the front windscreens or side or rear windows of **your vehicle**

The amount of excess for Glass/Windscreen repair or replacement is shown below.

This section applies only if the cover shown on **your schedule** is comprehensive

We will cover **you** for the cost of repair/replacement of:

1. The windscreens of **your insured vehicle** following accidental damage, vandalism, theft or attempted theft;
2. The side and rear windows of **your insured vehicle** following accidental damage, vandalism, theft or attempted theft.

We may at **our** option use parts that have not been supplied by the original manufacturer when replacing glass or a windscreens as a result of all claims under this section.

In the event of an incident likely to give rise to a claim for damaged glass or windscreens please contact **our** approved replacement service as follows:

CALL THE 24 HOUR GLASS/WINDSCREEN HELPLINE

TELEPHONE 0843 221 8489

The amount of **excess** for Glass/Windscreen Repair is £15.
The **excess** for Glass/Windscreen Replacement is £100. If **you** accept **our approved repairer** **you** will have unlimited cover, but if **you** choose to use an alternative repairer, **your** cover will be limited to £200 per claim.

Exceptions to Sections 4

This section of **your** policy does not cover the following:

1. **You** will be required to pay the **excess** in respect of each claim under this section for the replacement of glass or front windscreen.
2. **We** will not pay claims for the repair or replacement of sunroofs, glass roofs or panels, panoramic windscreens, lights/reflectors or folding rear windscreen assemblies under this section
3. **We** will not pay claims for mechanical items associated with window mechanisms of the **insured vehicle** under this section
4. **We** will not pay the cost of importing parts or items of replacement glass that are not available in the United Kingdom

If an incident occurs involving the breakage of multiple items of glass **we** will not pay for any replacement glass under this section.

Section 5 - Medical expenses

We will pay up to £500 per person for any medical expenses necessary if **you** and/or any passengers are injured while they are in **your** vehicle as a result of an accident involving **your** vehicle.

You will not have to pay an **excess** for any claim under this section.

Section 6 - Child seats

We will pay up to £100 to replace a child seat or child booster seat that was in **your** vehicle at the time of an accident or theft covered under this policy. **We** will provide this cover even if there is no visible damage to the seat.

You will not have to pay an **excess** for any claim under this section.

Section 7 - Provision of a courtesy car

Guidance notes

If **you** have comprehensive cover, **your** vehicle is the subject of a claim under this policy and the repair work is to be undertaken by **our** approved repairers they will normally make a courtesy car available whilst **your** vehicle is being repaired. The **courtesy car** will normally be a small hatchback rather than a 'like for like' replacement. The aim is to keep **you** mobile whilst repairs are being carried out and it excludes use for hire or reward.

This section applies only if the cover shown on **your schedule** is comprehensive

What is covered

If a valid claim is made under this policy, and the **insured vehicle** is to be repaired by one of **our** approved repairers, the repairer will provide **you** with a **courtesy car** (subject to availability) for the duration of the repairs. Please note the duration of repairs will be deemed complete, and therefore cover under this section will cease, once the satisfaction note has been signed for release of the **insured vehicle**, unless **we** agree otherwise in writing.

If the parts required to repair the **insured vehicle** are not immediately available to **our approved repairer** **we** reserve the right to withhold the provision of a **courtesy car** until such time as the necessary parts are available and repair work can proceed.

If the **insured vehicle** is accepted by **our approved repairer** as being a repairable proposition, but it is subsequently deemed by **us** to be beyond economical repair, **we** reserve the right to withdraw the **courtesy car** immediately.

The **courtesy car** can only be provided subject to availability and will be supplied subject to **our approved repairer's** standard terms and conditions, for use in the United Kingdom only. **Our** aim is to keep **you** mobile rather than the **courtesy car** being a replacement for the **insured vehicle** in terms of status or performance. The **courtesy car** will normally be a small hatchback of less than 1200cc.

While **you** are in possession of the **courtesy car**, cover for loss of or damage to the car will be provided by this policy in accordance with its terms, **endorsements** and conditions, including **excesses** for which **you** will be responsible. **We** will not make a charge for this cover. Any accidents or losses while **you** are in possession of the **courtesy car** must be reported to **us** immediately.

Driving of the **courtesy car** will be limited solely to those persons shown as entitled to drive on **your certificate of motor insurance** and who are not excluded from driving by **endorsement**. The use of the **courtesy car** will be restricted to social, domestic and pleasure purposes only and at the discretion of the **approved repairer** and the use described on the **certificate of motor insurance** but will not include use for the carriage of goods or passengers for hire or reward.

You are not required to inform **us** when **you** are supplied with a **courtesy car** from **our approved repairer**.

You must return the **courtesy car** to **our approved repairer** either when **we** ask **you** to do so or if this insurance falls due for renewal and **you** fail to renew it with **us**.

Section 8 - Foreign use of the insured vehicle

Guidance notes

This section describes the cover available if **you** take **your** vehicle abroad. **Our** consent to the extension of full policy cover is required and if **we** provide such consent, restrictions will apply. Before travelling abroad, please contact **your insurance intermediary**. **We** will only consider extending this insurance to countries which are covered by the International Green Card system

Legal minimum insurance

While the **insured vehicle** is:

1. in any country which is a member of the European Union (EU), or
2. any other country in respect of which the European Commission is satisfied has made arrangements to meet the requirements of Article 8(1), second subparagraph of EU Directive 2009/103/EC relating to civil liabilities arising from the use of motor vehicles.

This policy provides the minimum level of cover in respect of liability which is legally insurable in the country concerned. This legal minimum insurance does not include cover for loss of or damage to the **insured vehicle**.

Full policy cover

If **you** wish to include the policy cover displayed on **your schedule** in addition to the legal minimum cover shown above and if **your** trip exceeds 30 days in total, **you** must contact **your insurance intermediary** to obtain **our** agreement in advance of **your** intended trip abroad for up to a maximum of 60 days in total. If **we** consent to such an extension of cover, a Green Card may be required. Any agreement by **us** to extend full policy cover beyond the limitations described above may be subject to an additional premium and policy restrictions, for example use for hire and reward whilst outside the United Kingdom is excluded.

If the policy is extended to provide the cover shown on **your schedule** whilst abroad:

1. insurance is automatically provided on the **insured vehicle** while it is being transported (including loading and unloading) between ports in countries where **you** have cover, provided the **insured vehicle** is being transported by rail or a recognised sea route of not more than 65 hours, and
2. **we** will pay the reasonable cost of delivery of the **insured vehicle** to **you** after repairs in the country in which damage was sustained, or to
3. **your** home or business address if the damage cannot be repaired economically by the intended time of **your** return to the United Kingdom or if the **insured vehicle** is stolen and recovered after **your** return to the UK, and
4. **we** will pay the amount of foreign customs duty for which **you** are liable as a direct result of loss or damage to the **insured vehicle** preventing its return to the UK.

The exceptions applying to sections 1, 2 and 3 of this insurance also apply to this section.

General exceptions

Guidance notes

Throughout this insurance policy **you** have seen exceptions which apply to each section. These General Exceptions apply to all sections.

Accident, injury, loss, damage or legal liability occurring as a result of the items specified below are not covered.

Your insurance does not cover:

1. Any liability, loss or damage arising while the insured vehicle is being:
 - a. used for a purpose which is not permitted or is excluded by the certificate of motor insurance, or
 - b. used on a race track, racing circuit, including the Nürburgring, or prepared course unless you have told us about this and we have agreed to provide cover, or
 - c. driven by or was last in the charge for that purpose of any person who is not included to drive on your current certificate of motor insurance or temporary cover note or who is excluded by **endorsement**, or
 - d. driven by or was last in the charge of for that purpose of any person including you who is disqualified from driving or has never held a licence to drive a vehicle or is prevented by law from having a licence, or
 - e. driven by or is in the charge for that purpose of any person who does not meet the terms and conditions of their driving licence, or
 - f. driven by or is in the charge for that purpose of any person who does not have your order or permission to drive the insured vehicle, or
 - g. driven by or is in the charge for that purpose of any person who holds or last held a provisional driving licence unless that person is accompanied by a full licence holder aged 21 years or over and the accompanying full licence holder has held a full driving licence for at least 3 years

General Exception 1 will not apply if:

- i. the **insured vehicle** has been stolen or taken away without **your** permission, or
- ii. if the **insured vehicle** is in custody of a garage for repairing or servicing, or
- iii. under general exceptions 1a only, while the **insured vehicle** is being used for vehicle sharing purposes as defined in general condition 7 of this policy
2. Any liability, loss or damage caused deliberately by **you** or by any person who is covered by this policy
3. Any liability, loss or damage if the **insured vehicle** has been modified and the modifications have not been notified to and approved by **us**

4. Any liability loss or damage that occurs outside of the **geographical limits** of this policy unless extended under the terms of Section 8 Foreign Use (apart from the minimum cover required by law)
5. Any liability **you** have accepted under an agreement or contract unless **you** would have had that liability anyway
6. Any legal liability of whatsoever nature directly or indirectly caused by or contributed to or arising from:
 - a. ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, or
 - b. the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component
7. Any consequence of war invasion or act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power
8. Death, bodily injury, loss, damage and/or liability arising during (unless **you** prove that it was not occasioned thereby) or in consequence of:
 - a. Earthquake
 - b. Riot or civil commotion occurring elsewhere than in Great Britain, the Isle of Man or the Channel Islands
9. Liability in respect of:
 - a. accident, loss or damage to any aircraft, or
 - b. death or bodily injury arising in connection with accident loss or damage to any aircraft or
 - c. any other loss indirectly caused by such accident loss or damage to any aircraft, incurred, caused or sustained while any vehicle covered by this insurance is in any airport or airfield
10. Liability, loss or damage resulting from pollution or contamination however caused, other than as required by the law of any country in which **we** have agreed to provide cover under this policy
11. Any liability loss or damage caused by acts of **terrorism** apart from the minimum level of cover **we** must provide by law
12. Death, bodily injury, loss, damage and/or liability resulting from the **insured vehicle** whilst:
 - a. being driven with an insecure load or a number of passengers which makes it unsafe to drive or exceeds the manufacturer's specification, or
 - b. towing a trailer which has an unsafe or insecure load, or
 - c. towing a greater number of trailers than is permitted by law
13. Liability, costs or expenses in respect of any proceedings brought against **you** or judgement passed in any court outside of the **geographical limits**, unless the proceedings or judgement arise out of the **insured vehicle** being used in a foreign country which **we** have agreed to extend this insurance to cover and the proceedings are brought or judgement passed in such country

14. No cover will be provided under any section of this policy whilst the **insured vehicle** is being driven by or is in the charge of any person who:

- a. is subsequently convicted of a drink/drugs offence as a result of the incident leading to a claim under this policy, or
- b. is subsequently proven to have been under the influence of drink/drugs at the time of the incident leading to a claim under this policy where **we** are required to meet any obligations under current Road Traffic law, **we** will recover from **you** or the driver, all sums paid (including all legal costs), whether in settlement or under a Judgment, of any claim arising from the incident

15. Hazardous Goods we will not pay for any loss, damage or liability that is directly or indirectly caused by the carriage of explosive substances and articles, gases, flammable liquids, flammable solids, self-reactive substances and solid desensitised explosives, substances liable to spontaneous combustion, substances which emit flammable gases on contact with water, oxidizing substances, organic peroxides, toxic substances, infectious substances, radioactive material or corrosive substances.

General conditions

Guidance notes

These conditions explain **your** responsibilities under this contract of insurance.

THESE GENERAL CONDITIONS APPLY TO THE WHOLE OF THE INSURANCE POLICY

Your duties

We will only provide the cover described in this insurance policy if:

1. the premium has been paid for the current **period of insurance**, and
2. **you** and anyone claiming under this insurance has met all the conditions contained in this policy document, the policy **schedule, certificate of motor insurance** and any **endorsements** applied to the insurance, and
3. the information **you** provided or which was provided on **your behalf** and which is displayed on **your statement of fact** or contained in any declaration is, to the best of **your knowledge** and belief, correct and complete, and
4. **you** provide **us** with co-operation and assistance throughout the duration of this policy, for example if **we** request information or documentation from **you** when **you** purchase cover, make changes, submit a claim or, where applicable, renew, and
5. **you** take all precautions to prevent loss or damage occurring and the extent of any loss or damage

Your premium is based on information **you** supplied at the start of the insurance, subsequent alteration or renewal. **You** must tell **us** via **your Insurance intermediary** immediately of any change to that information. Some non-exhaustive examples are any changes to the **insured vehicle** from the manufacturer's standard specification, any change of vehicle, change of occupation (including part-time), change of address (including where the **insured vehicle** is kept), change of drivers, if **you** or any drivers sustain any motoring conviction or fixed penalty, are involved in an accident or there is a change of main driver.

If **you**, or anyone acting on **your** behalf, upon applying for cover, renewing the policy, amending the policy or making a claim, commit a fraudulent act, submit a false document or make a false or exaggerated statement, cover under this policy may be declared void (where permitted by law) or otherwise cancelled immediately and **you** will not be entitled to a refund of premium. Any claims made against the policy will also not be paid. Where the full premium has not been paid, for example **your** payment has failed, been subsequently recalled or **you** have only paid a deposit, **we** will seek to enforce payment of the full premium balance.

If **you** or anyone acting on **your** behalf at any time acts abusively or makes inappropriate comments (for example but not limited to those of a sexual nature), to **our** staff or those of **our** service provider or **your insurance intermediary**, then cover will cease immediately. Where applicable, **you** will be provided with a refund of premium in accordance with General Condition 4.

Looking after the insured vehicle

You or any permitted drivers are required to maintain the **insured vehicle** in a roadworthy condition. **You** or any person in charge of the **insured vehicle** are required to take all reasonable care to safeguard it and its contents from loss or damage, for example the vehicle should not be left unlocked and ignition keys should not be left in or on the vehicle when **you** are not in the vehicle, no matter how briefly.

We shall at all times be allowed free access to examine the **insured vehicle**.

There must be a valid Department for Transport test certificate (MOT) in force for the **insured vehicle** if one is needed by law. **You** must ensure that the **Insured Vehicle** complies with any local authority inspection and licencing requirements including the display of up to date vehicle plates. In the absence of a valid Department for Transport test certificate (MOT) all cover under sections 2 and 3 of this insurance is cancelled and of no effect.

Claims procedures

In the event of an accident or incident **you** must telephone the 24 hour claim line on **0844 858 4141** immediately or as soon as practicable but in any event within 72 hours/3 days (see page 5 of this policy document for further details). If **you** delay reporting a claim to **us** it may increase claim costs, which **you** will become liable to pay. It may also invalidate **your** right to claim. If the loss or damage is covered by the policy **our** appointed claims representatives will arrange for the vehicle to be removed to the nearest **approved repairer**, competent repairer or place of safety, and safeguard the vehicle and its contents.

We will not pay for further damage to the **insured vehicle** if **you** drive it or attempt to drive it in a damaged condition. If **your** claim is due to theft, attempted theft, malicious damage or vandalism, **you** must also notify the police and obtain a crime report number.

We have the right to remove the **insured vehicle** at any time. If the vehicle is damaged beyond economical repair **we** will arrange for it to be stored safely at premises of **our** choosing.

If **we** ask to examine driving licences and vehicle documentation before agreeing to settle a claim under this policy **you**, and anyone else driving the insured vehicle at the time of the accident, must supply this documentation before **we** can proceed with the settlement.

Cancellation

Any indication of a claim against **you** must be notified to **us** in writing as soon as possible. Any writ or notification of civil or criminal proceedings should be sent to **us** by recorded delivery immediately.

We shall be entitled to take over and conduct the defence or settlement of any claim or prosecute any claim in the name of any person covered by this insurance.

No admission of liability, payment or promise of payment shall be made or given by **you** or any person on **your** behalf. No proceedings may be commenced against, or settlement accepted from, any other party without **our** written consent.

We shall have absolute discretion in the conduct of any proceedings or in the settlement of any claim and **you** must give **us** whatever co-operation, information and assistance is necessary.

If **you** make a claim for any liability, loss, damage or expense **your** policy that is also covered by any other insurance and/or maintenance contract, **we** will only pay **our** proportionate share of the claim.

You must tell **your insurance intermediary** about any other insurance or maintenance contracts **you** have in place that cover the same things as this policy.

If **you** owe **us** premium or claims monies under this, or any other policy **you** hold with **us**, **we** will deduct such monies from any valid claim which becomes payable under this policy. Such deductions may reduce or remove any liability **we** owe to **you**. In the event **your** debt is not extinguished or **we** are unable to deduct the amount owed for any reason, this condition does not prevent **us** from pursuing **you** separately for any balance owed.

Guidance notes

This condition explains what **you** need to do in the event of a claim to help **us** to provide **you** with the benefits of the policy.

Please also refer to 'What to do in the event of an accident' on page 5 of this booklet.

You must inform **us** of all claims made against **you**. **We** will conduct negotiations with any third party claiming against **you**.

Cancellation by you - during the cooling-off period

This insurance provides **you** with a cooling-off period to decide whether **you** wish to continue with the full policy. The cooling-off period is for 14 days from the date **you** receive **your** policy documentation.

If a period of less than 14 days has elapsed since **you** received **your** policy documentation, and **you** have not made a total loss claim, **you** have the right to cancel the policy and receive a refund of the premium **you** have paid:

1. If at the date of cancellation **your** policy has not yet commenced **you** will receive a full refund of the premium **you** have paid from **us**; or
2. If **your** policy has already commenced, **you** will receive a refund of premium from **us**, equivalent to the unexpired period of cover on a pro rata basis.

Cancellation by you - after the cooling-off period

You may cancel this policy by contacting **us** through **your insurance intermediary** and returning **your certificate of motor insurance**. Subject to **our** receipt of **your certificate of motor insurance** and providing there have been no claims or incidents likely to give rise to a claim in the current **period of insurance**, **we** will refund the premium relating to any unused portion of cover within the current **period of insurance** using the following scale:

Length of time cover in force during current period of insurance	Percentage of premium to be refunded
Up to 1 month	80%
Up to 2 months	70%
Up to 3 months	60%
Up to 4 months	50%
Up to 5 months	40%
Up to 6 months	30%
Up to 7 months	20%
More than 7 months	Nil

Cancellation by us - after the cooling-off period

We or **your insurance intermediary** can cancel this policy by giving **you** 7 days notice in writing to the last address **you** notified to **us**. **You** must return **your** current **certificate of motor insurance** to **us** within 7 days to comply with the Road Traffic Act. When **we** have received the **certificate of motor insurance**, if there has not been a loss or incident likely to lead to a claim in the current **period of insurance**, **we** will allow a refund of premium equivalent to the unexpired period of cover.

Cancellation

To effect cancellation of **your** policy, **you** should contact **your insurance intermediary**. Where applicable, no refund of premium will be released until the **certificate of motor insurance** has been received by **us**.

Cancellation by us - general

Where cancellation is effected by **us** or by **your insurance intermediary**, any refund of premium will be calculated on a pro rata basis taking into account the original policy period and the number of days remaining to the expiry date of the policy. **You** must return **your current certificate of motor insurance** to **us** within 7 days to comply with the Road Traffic Act. Subject to **our** receipt of **your certificate of motor insurance** and providing there have been no claims or incidents likely to give rise to a claim in the current **period of insurance**, **we** will refund the premium relating to any unused portion of cover within the current **period of insurance** on a pro-rata basis.

Cancellation by us - non-payment of premium

We or **your insurance intermediary** can cancel this policy by giving **you** 7 days notice in writing to the last address **you** notified to **us**. **You** must return **your current certificate of motor insurance** to **us** within 7 days to comply with the Road Traffic Act. There will be no refund of premium if **our** cancellation is the result of **your** failure to pay the full premium.

Cancellation by us - for your non-compliance with policy terms and conditions

We or **your insurance intermediary** can cancel this policy immediately if **we** or they become aware that **you** have been driving the **insured vehicle** otherwise than in accordance with the policy terms and conditions. **You** must return **your current certificate of motor insurance** to **us** within 7 days to comply with the Road Traffic Act. **Your** policy will be cancelled with immediate effect and there will be no refund of premium.

Cancellation by us – in the event the insured vehicle is the subject of a total loss claim

If as a result of a claim the **insured vehicle** is determined to be a total loss this policy will cease without refund of premium. In this event all outstanding or overdue premiums must be paid. **We** may at **our** discretion reduce the claim payment by the amount of outstanding or overdue premiums that **you** owe **us**.

Guidance notes

Please note that any refund from **us** whether during or after the cooling-off period may be subject to a further cancellation charge levied by **your insurance intermediary**.

Any charges levied by **your insurance intermediary** will be in accordance with the terms and conditions agreed between **you** and them at the time **you** arranged this insurance.

In all circumstances the **certificate of motor insurance** must be returned to **us** when a policy is cancelled. Failure to return the **certificate of motor insurance** is an offence under the Road Traffic Act and a prosecution may result.

Right of recovery

If under the laws of any country in which this insurance applies, **we** have to make payments which but for those laws would not be covered by this policy, **you** must repay the amounts to **us**.

You or the person who caused the accident must also repay **us** any money **we** have to pay because of any agreement **we** have with the Motor Insurers' Bureau if such payment would not have been covered by the policy.

Any payment **we** make under this condition will mean that there will be no entitlement to a return of premium if the policy is cancelled or declared void.

Motor Insurers' Database (MID) and Continuous Insurance Enforcement

It is a condition of this insurance policy that **you** comply with the requirements of the 4th EU Motor Insurance Directive and supply details of any vehicle(s) to be insured under this policy to **your insurance intermediary** as soon as the vehicle(s) come(s) into **your** possession. **Your** failure to comply with this requirement may result in **you** not being covered under this insurance and cancellation being invoked by **us** or **your insurance intermediary**.

Continuous Insurance Enforcement legislation also means that **your** vehicle(s) must be insured at all times unless they have been declared by **you** as 'off the road' by way of a SORN declaration.

If there is no record on the MID showing **your** vehicle is insured, and **you** have not declared it as 'off road' (by completing a SORN), **you** will receive a letter warning **you** that **you** could face a fine, prosecution, and **your** vehicle could also be clamped, seized and ultimately, destroyed. For peace of mind **you** can check that **your** vehicle(s) appear on the MID by going to the MID's website: www.askMID.com.

This will avoid the inconvenience of **you** or any other drivers being un-necessarily stopped by the police.
If **you** have insured **your** vehicle(s) with **us** and it/they do not appear on the MID then **you** should contact **your insurance intermediary** in the first instance to ensure the MID is updated.
It is **your** legal obligation to make sure that **your** vehicle appears on the MID.

What to do if you have a complaint

We and **your insurance intermediary** aim to provide **you** with a prompt and efficient service at all times but on occasions this may not be possible and **we/they** may fall short of **your** expectations. If **we or your insurance intermediary** have not provided **you** with a prompt and efficient service and **you** wish to complain, please contact **your insurance intermediary**:

The Managing Director
PolicyPlan Limited
Staveley House
Church Street
Connah's Qay
CH5 4AS
Tel: +44 (0) 1244 834 260
Web: www.policyplan.co.uk

If **your** complaint is in relation to the way in which **your** insurance was sold, relates to the service provided by **your** intermediary, or to a claim, **your insurance intermediary** will deal with **your** complaint.

If **your** complaint is about **our** service or the policy terms and conditions, **your insurance intermediary** may refer **your** complaint to **us**.

We or your insurance intermediary will investigate **your** complaint and issue a final response letter.

If **you** are unhappy with the final response and **you** are an eligible complainant (an individual consumer or a micro-enterprise or a charity or trustee of a trust under a certain size) **you** may wish to contact the Financial Ombudsman Service. They offer a free and independent service for resolving disputes about most financial matters and **you** have six months from the date of the final response letter to contact them. Please note that the Financial Ombudsman Service will not adjudicate **your** complaint until **you** have received a final response letter or eight weeks has passed since **you** notified **us/your insurance intermediary** of **your** complaint.

Their contact details are:
Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR
Website: www.financial-ombudsman.org.uk
Email: complaint.info@financial-ombudsman.org.uk
Phone: 0800 023 4567 or 0300 123 9 123

The Financial Ombudsman Service decision is binding on **us** but not **you**. The complaints procedure set out above does not affect **your** right to take legal action against **us** or **your insurance intermediary**.

Financial Services Compensation Scheme

Qudos Insurance A/S is a member of the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from this scheme if **we** cannot meet **our** liabilities under this policy.

Further information about the scheme is available on the FSCS website at www.fscs.org.uk or by writing to:

Financial Services Compensation Scheme
10th Floor
Beaufort House
15 St Botolph Street
London
EC3A 7QU

Endorsements

These **endorsements** do not apply to **your** insurance unless shown on **your schedule** for the current **period of insurance**. All **endorsements** are subject to the terms, conditions and limitations of this policy document.

Where an **endorsement** number is followed by:

1. the registration number of a vehicle and/or the name of any person then the **endorsement** shall only apply to either that vehicle or person.
2. additional wording then such wording shall be read in context with the full **endorsement** wording.

Named Driver(s)

This insurance does not operate if the **insured vehicle** is being driven by or was last in the charge for that purpose of any person who is not included to drive on the current **certificate of motor insurance** or any person who is excluded by **endorsement** on the current **schedule**.

Excluding Drivers Under And/Or Over A Specific Age

This insurance does not operate if the **insured vehicle** is being driven by or was last in the charge for that purpose of any person as specified as an excluded driver on the **schedule**.

Specified Driver(S) Included

The **endorsement** applicable under this insurance relating to excluded driver(s) shall not apply in respect of the person(s) named on the **certificate of motor insurance**.

Excluding Drivers Who Have Not Held A Full Licence For A Specific Period

This insurance does not operate if the **insured vehicle** is being driven by or is in the charge of for the purpose of being driven any person who has not held a full UK/EU driving licence to drive a vehicle of the same class for the period as specified in the **schedule**.

Damage Excess

You will be responsible for paying the amount specified on the **schedule** in respect of any one occurrence of loss or damage which results in a claim under Section 2 of this policy. This amount is in addition to any other **excess** that may apply.

Named Driver(S) Damage Excess

Whilst the **insured vehicle** is being driven by or is in the charge of for the purpose of being driven by the person(s) specified on the **schedule** **you** will be liable to pay the first amount as specified in the **schedule** of each claim arising under Section 2 of this policy. This **excess** is in addition to any other **excess** that may apply.

Named Driver(S) Damage, Fire & Theft Excess

Whilst the **insured vehicle** is being driven by or is in the charge of for the purpose of being driven by the person(s) specified on the **schedule** **you** will be liable to pay the first amount as specified on the **schedule** of each claim arising under Section

2 or Section 3 of this policy. This **excess** is in addition to any other **excess** that may apply.

Fire & Theft Excess

You will be liable to pay the first amount as specified on the **schedule** of each claim arising under Section 3 of this policy. This **excess** is in addition to any other **excess** that may apply.

All Claims Excess

You will be liable to pay the first amount as specified on the **schedule** of each claim arising under this insurance. This **excess** is in addition to any other **excess** that may apply.

Deleted Section(S)

Any Section or sub-section of this insurance as specified on the **schedule** is deleted and deemed inoperative.

Anti-Theft Device

There is no cover for theft or attempted theft under Section 3 of this policy unless there is an Insurance Industry (Thatcham, NACOSS) approved Anti-Theft Device (Category 1 or 2) fitted to the **insured vehicle** and the device is fully operational at all times when the **insured vehicle** is left unattended.

Tracker Warranty

There is no cover for theft or attempted theft under Section 3 of this policy unless there is an Insurance Industry approved Tracking Device fitted to the **insured vehicle** and the device is fully operational at all times.

Audio, Communication And Electronic Equipment Excluded

We will not pay for loss of, or damage to, any **audio equipment** fitted to the **insured vehicle**. All other items of sound reproduction, communications, navigation or in-vehicle entertainment equipment are specifically excluded in the policy wording.

Specific Endorsement

An **endorsement** specific to this policy that is not covered under any other **endorsement**. The full **endorsement** text will be shown on a separate attachment to the **schedule**.

Specified Trailers - Attached Only Cover

We will provide insurance in respect of any trailer which **you** own or for which **you** are legally responsible, provided that details of such a trailer have been declared to **us** whilst such a trailer is attached to the **insured vehicle** and provided that no cover greater than that afforded to the prime mover applies in respect of any trailer attached to the articulated unit.

Two-Way Radios

This insurance does not operate if the **insured vehicle** is fitted with a two-way radio or any other fixed means of communication between the driver and the base office of the business.

Cash In Vehicle

This insurance does not operate if cash or any other method of payment is exchanged within the vehicle or during the course of a journey involving the carriage of passengers for hire and/or reward.

Pre-Booked Appointments

This insurance does not operate if the **insured vehicle** is used for the carriage of passengers for hire and/or reward unless the appointment was officially booked in advance and a record of the booking kept. This insurance does not operate if the **insured vehicle** is used under the terms of a Hackney Carriage Licence or if the driver solicits fares in any manner other than by pre-booked appointment.