

MOTOR INSURANCE

YOUR POLICY BOOKLET



This booklet contains:

- *Important information about your motor insurance*
- *Your motor insurance policy wording*

Important telephone numbers

<i>Claims Helpline:</i>	<i>0845 122 9979</i>
<i>Windscreen Claims Helpline:</i>	<i>0845 122 9981</i>
<i>Customer Services:</i>	<i>0845 217 6435</i>
<i>Enhanced Key Protection Claim Helpline:</i>	<i>0845 602 9761</i>

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Part 1. Welcome to Aioi Nissay Dowa Insurance Europe

Welcome to Aioi Nissay Dowa Insurance Europe and thank you for choosing us to take care of your motor insurance. We wish you an enjoyable and trouble-free period of motoring.

Aioi Nissay Dowa Insurance Europe is a member of the MS&AD Insurance Group Holdings Inc who are one of the top 3 largest insurance groups in Japan, and one of the 10 largest insurance groups in the world.

Aioi Nissay Dowa Insurance Europe and its predecessor companies, has been underwriting motor insurance in the UK since 1997 and has built a reputation of providing quality, branded insurance products for motor manufacturers - both volume and prestige brands.

This motor insurance policy builds on that experience and provides tailored cover for anybody who values their vehicle and wants the peace of mind that, in the event of an accident, their vehicle will be repaired by appropriately trained technicians.

When you deal with us, you can be sure that we will do everything we can to ensure it is simple and straightforward. You will have direct access to knowledgeable, friendly staff who will provide a quick and efficient service. For your protection, telephone calls may be recorded and may be monitored. If you are dissatisfied in any way, it would help us improve our service if you let us know.

Please read this booklet carefully, and in particular the section headed 'What to do if you have an accident'. While we hope you never need the information, it is best to be prepared should you need to call upon our services.

Aioi Nissay Dowa Insurance Company of Europe Limited, registered in England & Wales (Number 5046406) with registered office at 5th Floor, 11 Old Jewry, London, EC2R 8DU UK, authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (No. 401084). A member of the MS&AD Insurance Group.

For your protection, telephone calls will be recorded and may be monitored.

Please note

We hope you are happy with your policy. If you are not, you can return your certificate of motor insurance within 14 days of receipt. We will then refund your money in full provided that no incident has occurred that may give rise to a claim under your policy.

Part 2. Important information about your motor insurance

What to do if you have an accident

The Law

If you are involved in any incident involving an injury to any person or certain animals, or if other vehicles or roadside property are damaged, you must stop the car.

If you own the car, you must give your name, address, registration number and insurance details to anyone who has a good reason for asking. If you do not own the car, you must give the owner's name and address and the registration number of the car.

If there is an injury or you do not give your details to anyone at the scene, you must report the incident to the police within 24 hours and present your certificate of motor insurance to them within five days.

To help us with the claims process

1. *Do not apologise or admit fault.*
2. *Try to collect the following information to give to the Claims Helpline (see cover). This will help us to speed up your claim.*
 - a) *Names and addresses of the other drivers, including their telephone numbers, and the registration numbers of all vehicles involved. This will allow us to contact anybody else involved straight away and, if you are not at fault and we manage to recover any money we have paid, your no claim discount will not be affected.*
 - b) *Injuries caused.*
 - c) *Damage to vehicles and other property damaged.*
 - d) *Names, addresses and telephone numbers of witnesses (if there are any).*
 - e) *Names, addresses and telephone numbers of passengers (if there are any)*
 - f) *Police officers names and report references.*
 - g) *You must provide full details of what happened.*
 - h) *Taking photos with a camera or mobile phone can help to confirm certain accident details.*
3. *If you receive any letters or documents about the accident, please do not answer them. Instead forward them to us as soon as you can.*

What to do if you need to make a claim

If your car is involved in an incident

Call the Claims Helpline, the telephone number can be found on the cover of this policy booklet.

The Claims Helpline is open 24 hours a day, 365 days a year.

The Claims Helpline is a first-response service with operators who can confirm whether your policy covers you for the incident. Remember to save this number in your mobile phone (if you have one) so that you will have it available if you have an accident.

We may record or monitor calls for training purposes, to improve the quality of our service and to prevent and detect fraud.

Start of the claims process

If the car is involved in an incident or you need to make a claim, please telephone the Claims Helpline as soon as possible.

To help us deal with your call efficiently, please have your certificate of motor insurance and details of the incident with you when you call. If you are at the scene of the accident when you call the Claims Helpline and do not have your certificate of motor insurance with you, please give your car registration number.

- 1. There will be a phone number on all correspondence from us for you to call should you need to contact us. Please remember to have your policy number ready when you call.*
- 2. Please remember to remove all personal belongings from the car before it is recovered from the scene of the accident or taken for assessment or repair.*
- 3. Please see page 21 for details on how we will settle your claim for Section A – Damage to your car, or Section C – Fire and Theft.*

<i>Repair Service for an accident within the geographical limits</i>	
Repairs	<i>If damage to your car is covered and it can be repaired, we will arrange for one of our approved repairers to contact you to arrange to collect the vehicle.</i>
Authorisation	<i>You do not need to get any estimates when you use one of our approved repairers, and repairs can begin immediately after we have authorised them.</i>
Delivery	<i>When the work is done, the repairer will contact you to arrange a convenient time to deliver your car back to you.</i>
Paying for repairs	<i>We will pay the repair bill. All you need to do is pay any policy excess directly to the repairer when they deliver your car back to you.</i>
Get - you - home service	<i>If your car is not roadworthy after an accident, we can arrange to get you and your passengers home or to your planned destination. If you cannot complete your journey, we will pay for emergency overnight accommodation up to £150 for each person (up to £450 in total).</i>
Keeping you mobile while your car is being repaired within the geographical limits (Applies to Comprehensive cover only)	<p><i>To keep you mobile, while using one of our approved repairers, you will be offered a courtesy car while yours is being repaired.</i></p> <p><i>If your car cannot be legally driven (in other words it is not roadworthy) we will provide a courtesy car subject to availability, once we have decided that your car can be economically repaired by our approved repairer.</i></p> <p><i>If your car can be legally driven (in other words it is roadworthy) we will provide a courtesy car when your car is collected for repairs. While you have the courtesy car you will be liable to pay fines for any parking or driving offences or congestion charges, and any additional costs for any non-payment of these charges.</i></p>
If the vehicle cannot be repaired	<p><i>If your car is a total loss (a write-off), you must send in all the original documents we ask for on your report form (for example, the vehicle registration document (V5C) and the current MOT certificate). We will arrange for an appointed salvage agent to collect your car to dispose of it.</i></p> <p><i>Please remember to remove all your personal belongings and the tax disc from your car before it is collected.</i></p>

If your windscreen or window glass is broken

If you have comprehensive cover

1. Call the Windscreen Claims Helpline, the telephone number can be found on the cover of this policy booklet. We will arrange for the glass to be repaired or replaced. If you phone this number and use one of our chosen glass companies, cover is unlimited. If you do not, the most we will pay is £100 after taking off any excess.
2. Repairing a windscreen or window instead of replacing it can save you paying an excess. Ask when calling the Windscreen Claims Helpline.

If you do not have comprehensive cover

You can still call the Windscreen Claims Helpline but you will have to pay the cost of replacing or repairing the windscreen or window.

If your car is stolen or damaged by thieves

Call the Claims Helpline, the telephone number can be found on the cover of this booklet. You must also inform the Police immediately.

If you need legal advice on motoring matters

ARC Legal Assistance Ltd offers a free legal advice service. A team of qualified legal advisers can give you free, confidential advice – all you have to pay is the cost of the call.

Here are some examples of the help they can give you.

- They can provide legal advice after an accident. For example, if you do not have the Legal Assistance plan then they can advise you on what to do if you need to make a claim against another person. However they will not contact other people, make claims or carry out legal proceedings on your behalf - you need the Legal Assistance plan for that.
- They can provide legal advice on consumer issues that relate to motoring. For example, they can tell you about your rights if you are unhappy with a car that you have bought.
- They can provide you with legal advice if you are facing prosecution for driving or parking offences.

This service is confidential, and you may stay anonymous if you want. To use this service, call and ask to speak to a legal adviser on

0844 701 1119 Quote "ANDIE Motor Insurance" and the renewal date on your current certificate of motor insurance.

If you need someone to talk to after a motor accident

ARC Legal Assistance Ltd offers a free counselling service – all you will have to pay for is the cost of the call. This is available for you and members of your immediate family and is for motoring matters only. Their experienced, qualified counsellors can help you when you need it most. Here are some examples of the help they can give you.

- Dealing with trauma after an accident.
- Coming to terms with injuries, disability and bereavement.
- Victim support (for example, if your car is stolen or broken into).
- They can even offer counselling for stress that has been caused by motoring.

This service is confidential, and you may stay anonymous if you want. To use this service, call and ask to speak to a counsellor on

0844 701 1119 Quote "ANDIE Motor Insurance" and the renewal date on your current certificate of motor insurance.

Important customer information

What you should do when circumstances change *When circumstances change, please call us. Telephone 8am to 8pm Monday to Friday, 9am to 4pm on Saturdays*

0845 217 6435

Under policy condition 9 'Changes you must tell us about' on page 34 and 35, you must tell us about any of the following changes straight away. If you do not tell us about any changes to the information detailed on your statement of insurance, schedule or certificate of motor insurance it may mean that your policy is invalid and that it does not operate in the event of a claim. Alternatively, these changes listed below may result in a change to your premium and/or excess.

1. *You sell your car, change your car or its registration number, or you get another car.*
2. *There is any change of drivers.*
3. *Anyone who drives your car receives a motoring conviction (including fixed penalty offences).*
4. *Anyone who drives your car develops a health condition which requires notification to the DVLA.*
5. *You change the purpose your car is used for.*
6. *Anyone who drives your car changes their job, starts a new job, including any part-time work, or stops work.*
7. *Your car is changed from the manufacturer's original specification. This would include:*
 - *Changes to the bodywork, such as spoilers or body kits,*
 - *Changes to suspension or brakes,*
 - *Cosmetic changes such as alloy wheels,*
 - *Changes affecting performance such as changes to the engine management system or exhaust system, and*
 - *Changes to the audio/entertainment system,**- Please be aware that this is not a full list of all possible changes- all changes made from the manufacturers standard specification must be disclosed.*
8. *You take your car outside the European Union.*
9. *You take your car abroad and require cover for your vehicle in excess of the number of days shown as 'Foreign Use' on your schedule.*
10. *You change your address or the address where you keep your car overnight.*
11. *Anyone who drives your car passes their driving test or has their driving licence revoked.*
12. *The details on the schedule change.*
13. *Your car is involved in an accident or fire, or someone steals, damages or tries to break into it.*
14. *Anyone who drives your car is involved in any accident or has a vehicle damaged or stolen regardless of whether a claim was made.*
15. *There is a change to your estimated annual mileage.*
16. *Anyone who drives your car has had insurance refused, cancelled or had special terms applied.*
17. *There is a change of main user of your car.*

This is not a full list. Please ask us for help if you are not sure whether certain information needs to be disclosed.

What to do if you have a complaint

If you are not happy with any aspect of our service, we will aim to resolve the issue as quickly as possible. We have the following complaints procedure which you can follow if you are dissatisfied with the service you have received:

Step 1: Let your usual point of contact know

We need to know the nature of your complaint and how you think the problem should be resolved. You can do this by:

- *telephoning us on the number shown on any of our letters, or*
- *writing to us at the address shown below:*

*The Compliance Manager
Prospect House
Gordon Banks Drive
Trentham Lakes North
Stoke-on-Trent ST4 4TW*

If you have a complaint about a claim, call your claim handler first. You will find the claim handler's name and phone number on any letters they have sent you.

We will try to resolve your complaint by the end of the next business day. If we're unable to do this, we will write to you within five working days to either:

- *Tell you what we've done to resolve the problem; or*
- *Acknowledge your complaint and let you know when you can expect a full response. We will also let you know who is dealing with the matter.*

We will always aim to resolve your complaint within four weeks of its receipt.

If we are unable to do this we will give you the reasons for the further delay and indicate when we will be able to provide a final response.

However, if for any reasons you remain dissatisfied, you should escalate the matter as outlined below.

Step 2: Contact the Financial Ombudsman Service

You can ask the Financial Ombudsman Service to review your complaint if for any reason you are still dissatisfied with our final response, or if we have not issued our final response within eight weeks from you first raising the complaint.

You can contact the Financial Ombudsman Service at the address below, however they will only consider your complaint once you've tried to resolve it with us.

*Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London E14 9SR*

You must approach the Financial Ombudsman Service within 6 months of our final response to your complaint. We will remind you of the time limits in our final response.

Following the complaints procedure does not affect your right to take legal action.

Data Protection

This notice contains important information about the use of your personal information. Please make sure that you read this notice carefully. In this notice 'Personal information' means any information given to us about you, by you or anyone else in connection with the particular service or product that we are providing to you.

By taking out this policy, you confirm that we may use your personal information in the ways outlined in this notice. As the terms of this notice will also apply to anyone else insured under your policy, you should also show this notice to anyone else whose name you give to us, in connection with your insurance policy.

Your privacy is very important to us. We promise to respect and protect your personal information and try to make sure that your details are accurate and kept up to date. You can help us do this by letting us know whenever your personal details change. The way in which your personal information is collected, held and used by us complies with all legal requirements, particularly as is required by the Data Protection Act 1998.

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 DVANI, the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including:

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

If you are involved in a road traffic accident (either in the UK, the 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. You can check that your correct registration number details are shown on the MID at www.askmid.com

How we use your personal information

We will use personal information which has been given to us to manage your insurance policy, including handling underwriting and claims and issuing policy renewal documents to you. These activities may involve us releasing personal information to other Insurers, regulatory authorities or agents providing services on our behalf.

We may use your personal information and the information about your use of our products and services to carry out research and analysis about our products and services, as well as to service your needs in connection with your policy. We may use e-mail, telephone, post or other means to do this.

If you do not want us to use your information for marketing purposes please call us on the number shown on your policy documents. You may contact us at anytime to give notice to stop data being used for marketing purposes.

We will only release your personal information to others if:

- *we need to do this to manage your policy with us (as set out above)*
- *you have given permission to receive promotional material*
- *you have given permission to be contacted in connection with any research or analysis that we are carrying out (as mentioned above)*
- *we need to prevent fraud (as mentioned below)*
- *we are required or permitted to do this by law (for example, if we receive a legitimate request from the police or another authority)*
- *there are any other circumstances where you have given your permission.*

If we change the way that we use your personal information, we will write to you to let you know. If you do not agree to that change in use, you must let us know as soon as possible.

If you require more information on the Data Protection Act you may also write to the office of the Information Commissioner at

*Wycliffe House
Water Lane
Wilmslow
Cheshire
SK9 5AF*

*Telephone 08456 30 60 60 or
01625 54 57 45*

E-Mail: Mail@ico.gsi.gov.uk

Sharing information to prevent fraud	<p><i>We may share information which we hold and which has been supplied to us in connection with any application for insurance that you have made or any insurance policy which you have with us (including the renewal of any policy which you have with us) with the Claims and Underwriting Exchange register, run by the Insurance Database Service Limited (IDS Ltd) and the Motor Insurance Anti-Fraud and Theft Register and the Motor Insurance Database. The aim is to help us check information that is given to us and to prevent fraudulent claims. When we process your request for insurance cover, we may search these registers. Under the conditions of your policy, you must tell us about any incident (such as an accident or theft) whether or not you think it is likely to give rise to a claim.</i></p> <p><i>When you tell us about an incident, we will pass information relating to that incident to these registers.</i></p>
Dealing with others on your behalf	<p><i>To help you to manage your insurance policy, subject to passing security questions, we will deal with you or your husband, wife or partner or civil partner or any other person whom we reasonably believe to be acting for you if they call us on your behalf in connection with your policy. For your protection, only you can cancel your policy or change the contact address.</i></p>
Sensitive information	<p><i>Some of the personal information that we ask you to provide may be sensitive personal data, as defined by the Data Protection Act 1998. Sensitive personal data may include information relating to your health, race, religion and any criminal convictions that you have. We will only use sensitive personal data about you for the specific purpose for dealing with your policy and to provide the services described in your policy documents.</i></p>
Monitoring and recording calls	<p><i>We may monitor or record telephone calls for training purposes, to monitor and improve our service and to prevent or detect fraud. We may also use CCTV recording equipment in and around our premises.</i></p>
Further information	<p><i>You are entitled to receive a copy of the information we hold about you. If you would like a copy of your information, please contact our Data Protection Officer, quoting your name, address and insurance policy number to the address below:</i></p> <p><i>The Data Protection Officer Prospect House Gordon Banks Drive Trentham Lakes North Stoke-on-Trent ST4 4TW</i></p> <p><i>Please note that we are entitled to charge you a small administration fee of £10 for doing this.</i></p>

Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme.

If we cannot meet our liabilities, you may be entitled to compensation from the Financial Services Compensation Scheme. Claims for compulsory insurance, such as third party motor insurance, are covered in full.

Any claims made to the Financial Services Compensation Scheme for non-compulsory (optional) insurance, such as damage to the insured car, and for any unused premium, are covered up to 90% of the value of the claim submitted. You can get more information from the Financial Services Compensation Scheme at www.fscs.org.uk or by calling 020 7892 7300.

Part 3. Your motor insurance policy

Contract of insurance

Introduction

Your *policy* is based on the answers you gave on the **statement of insurance** and any other information you gave us. You must tell us of any changes to the answers you have given. It is an offence under the Road Traffic Acts to make a false statement or withhold any material information for the purposes of obtaining a **certificate of motor insurance**.

*Important notice - You are required by the Consumer Insurance (Disclosure and Representation) Act to take all reasonable care to supply accurate and complete answers to all the questions on the **statement of insurance** and to make sure that all information supplied is true and correct. Failure to supply accurate and complete answers may mean that your policy is invalid and that it does not operate in the event of a claim.*

*The information you gave us, along with this part of this booklet, your **schedule** and your **certificate of motor insurance** together make up your *policy* and should be read as one document.*

*Your *policy* describes the contract of insurance between you and us and gives you the details of what your *policy* does and does not cover.*

*This contract of insurance is between you and us. It is not our intention that the Contracts (Rights of Third Parties) Act 1999 gives anyone else either any rights under this *policy* or the right to enforce any part of it.*

*In return for you paying or agreeing to pay the premium, we will provide cover under the terms, exclusions, conditions and **endorsements** of this contract of insurance, during the **period of insurance** and within the **geographical limits**.*

English law will apply to this contract of insurance unless you and we agree otherwise in writing. The contractual terms and conditions and other information relating to this contract will be in the English Language.

Definitions

*Throughout this policy certain words and phrases are printed in **bold type**. These words and phrases are defined below and have the same meaning wherever they appear in **your policy**.*

Certificate of motor insurance	<p><i>The proof of the motor insurance you need by law. The certificate of motor insurance shows:</i></p> <ol style="list-style-type: none"><i>1. what car is covered;</i><i>2. who is allowed to drive your car; and</i><i>3. what your car can be used for.</i>
Endorsement	<p><i>A clause that alters the cover provided by the policy.</i></p>
Excess	<p><i>The part of a claim you must pay.</i></p>
Geographical limits	<p><i>Great Britain, Northern Ireland, the Isle of Man, the Channel Islands and while your car is being transported within or directly between any of these countries.</i></p>
Immediate family	<p><i>The person you are married to or live with as though you were married, your civil partner, your children, step children, and foster children. This does not include business partners or associates.</i></p>
Market value	<p><i>The cost of replacing your car with a car of the same make, model, specification, age, mileage and condition as your car was immediately before the loss or damage happened.</i></p>
Period of insurance	<p><i>The period of time shown in your schedule during which your policy runs.</i></p>
Schedule	<p><i>The latest schedule we have issued to you. This forms part of the contract of insurance. It gives details of you, the period of insurance, the premium you have to pay, your car and details of any excesses or endorsements.</i></p>
Statement of insurance	<p><i>The form that shows the information that you give us, including information given on your behalf and verbal information you give prior to commencement of the policy.</i></p>
Terrorism	<p>Terrorism as defined in the Terrorism Act 2000.</p>
We, us, our	<p><i>Aioi Nissay Dowa Insurance Company of Europe Limited as specified in the schedule, policy summary and certificate of motor insurance and anyone we appoint on our behalf</i></p>
You/your	<p><i>The person or company named as policyholder in your certificate of motor insurance, and shown under 'Policyholder details' in the schedule.</i></p>
Your car	<p><i>Any motor vehicle that you have given us details of and for which we have issued a certificate of motor insurance. Your car's registration number will be shown on your latest certificate of motor insurance, and</i></p> <p><i>any courtesy car supplied to you under an agreement between us and our approved repairer or a hire car company.</i></p>

Policy cover

Your schedule shows the level of cover you have chosen. The cover and policy sections applicable are shown below.

Section Name	Cover Applicable	
	Comprehensive	Third Party Only
Section A: Damage to your car	Included	
Section B: Broken Windscreen and Window Glass	Included	
Section C: Fire and Theft	Included	
Section D: Medical Expenses and physical assault benefit	Included	
Section E: Personal Belongings	Included	
Section F: Liabilities to Third Parties	Included	Included
Section G: Using your car abroad – Liabilities to third parties	Included	Included
Section H: Using your car abroad – Damage to your car	Included beyond 3 days only if shown in your schedule	
Section I: No Claims Discount	Included	Included
Section J: No Claims Discount Protection	Included only if shown in your schedule	Included only if shown in your schedule
Section K: Replacement locks	Included	

Section A - Damage to your car

What is covered	What is not covered
<p>We cover damage caused by accidental or malicious damage, or vandalism to:</p> <ul style="list-style-type: none"> • your car • your car's audio, communication, navigation and entertainment equipment that is permanently fitted to your car up to the following amounts: <ul style="list-style-type: none"> ◦ unlimited for equipment fitted as original equipment by the manufacturer or ◦ £750 for any other equipment, • your car's accessories or spare parts that are fitted into or onto your car or kept in your private garage • any child safety seat that is fitted to your car, even if there is no visible damage to it • a trailer up to £2,500 (if your schedule shows that you have the cover) <p>If your car is not roadworthy after an accident, which has been reported to us and we have accepted the claim, we will arrange to get you and your passengers home or to your planned destination. If you cannot complete your journey, we will pay for emergency overnight accommodation up to £150 for each person (up to £450 in total).</p> <p>If your car is damaged and we confirm it is a total loss (see page 21 – If the car is a total loss), we will pay for any vehicle tax that you are not able to recover from the licencing authorities.</p> <p>To keep you mobile, within the geographical limits only, we will offer you a courtesy car, free of charge, while your car is being repaired by one of our approved repairers (subject to availability). Once we have decided that your car can be economically repaired by our approved repairer and if it cannot be driven, we will provide the courtesy car on the next working day for as long as the repairs take.</p> <p>If your car is in a roadworthy condition, we will deliver the courtesy car when your car is collected for repairs.</p> <p>We will pay the costs following accidental or malicious damage, or vandalism to your car when we</p> <ul style="list-style-type: none"> • collect your car and take it to our nearest approved repairer if it cannot be driven and 	<ol style="list-style-type: none"> 1. Any excesses shown in the schedule unless your car is parked in your locked garage at the time of the accidental or malicious damage or vandalism. You must pay these amounts for every incident that you claim for under this section. 2. Any excesses shown in the schedule unless your car is accidentally damaged by another car and <ul style="list-style-type: none"> • the damage occurred in Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man or the Channel Islands, and • the damage was not the fault of the person driving your car, and • you provide us with the registration number and make and model of the other car and if possible, the name of the driver of the car, and • we confirm that the driver of the car causing the damage was not insured and • the incident is reported to the Police as soon as possible and they assign a crime reference number. <p>Notwithstanding the above, if it cannot be established immediately that the damage was not the fault of the person driving your car or that the driver of the other car was not insured you may have to pay any excesses shown in the schedule. However if subsequently we are satisfied that the accident was not the fault of the person driving your car or that the driver of the other car was not insured we will repay any excesses you have paid.</p> 3. Any excesses shown in your schedule for young or inexperienced drivers will not apply if accidental damage is caused by a young or inexperienced driver when your car is in the care of <ul style="list-style-type: none"> • a garage or similar motor trade organisation for servicing or repair • a hotel or restaurant for the purpose of parking 4. Loss of or damage to your car or trailer caused by fire or by theft. 5. Loss of use of your car or trailer. 6. Wear and tear. 7. Mechanical, electrical, electronic and computer failure or breakdown or breakage. 8. Damage to tyres caused by braking, punctures, cuts or bursts. 9. Any amount over the cost shown in the manufacturer's latest price guide, plus fitting costs, for any lost or damaged parts or accessories if such parts or accessories are not available.

What is covered	What is not covered
<ul style="list-style-type: none"> • deliver your car to your address in the geographical limits after it has been repaired. <p>See page 21 for details of how we will settle claims.</p>	<ol style="list-style-type: none"> 10. Your car or trailer losing value after, or because of, repairs. 11. Loss of or damage to your car or trailer resulting from deception by a person pretending to be a buyer or acting on behalf of a buyer. 12. Your car or trailer being confiscated or destroyed by or under order of any government or public or local authority. 13. Any damage to your car or trailer caused deliberately by you or any person driving it with your permission. 14. Loss of or damage to your car or trailer caused by your immediate family, your boyfriend or girlfriend, or a person living in your home, taking your car or trailer without your permission 15. Any fines for any parking or driving offences or congestion charges, and any additional costs for any non-payment of these charges incurred in connection with a courtesy car. 16. Loss or damage to anything carried in or on your trailer 17. Any claim where the trailer is a caravan, trailer tent, livestock trailer, vehicle transporter, trailer with plant attached and any trailer used for commercial purposes

Section B - Broken windscreen and window glass

What is covered	What is not covered
<p>If the windscreen, window glass or glass sunroof in your car is broken we will pay the cost of repairing or replacing it. We will also pay for any repair to the bodywork that has been damaged by broken glass from the windscreen, windows or glass sunroof.</p> <p>If you call the Windscreen Claims Helpline and use one of our chosen glass companies, cover is unlimited. If you do not, the most we will pay under this section is £100 after taking off any excess.</p> <p>A claim under this section only will not affect your no claim discount.</p> <p>See page 8 for details of how we will settle claims.</p>	<ol style="list-style-type: none"> 1. The excess shown on your schedule for any claim if the glass is replaced rather than repaired. 2. Loss of use of your car. 3. Any amount over the cost shown in the manufacturer's latest price guide, plus fitting costs, for any lost or damaged parts or accessories if such parts or accessories are not available. 4. Mechanical, electrical, electronic or computer failures or breakdowns or breakages to sunroof and convertible hood mechanisms. 5. Repair or replacement of any windscreen, window or sunroof unless it is made of glass.

Section C - Fire and theft

What is covered	What is not covered
<p>We cover loss or damage caused by fire, theft or attempted theft to:</p> <ul style="list-style-type: none"> • your car • your car's audio, communication, navigation and entertainment equipment that is permanently fitted to your car up to the following amounts: <ul style="list-style-type: none"> ◦ unlimited for equipment fitted as original equipment by the manufacturer or ◦ £750 for any other equipment. • your car's accessories or spare parts that are fitted into or onto your car or kept in your private garage • a trailer up to £2,500 (if your schedule shows that you have the cover) <p>See page 21 for details of how we will settle claims.</p> <p>If your car is not roadworthy after an accident, which has been reported to us and we have accepted the claim, we will arrange to get you and your passengers home or to your planned destination. If you cannot complete your journey, we will pay for emergency overnight accommodation up to £150 for each person (up to £450 in total).</p> <p>If your car is damaged and we confirm it is a total loss (see page 21 – If the car is a total loss), we will pay for any vehicle tax that you are not able to recover from the licencing authorities</p> <p>Provided you have a Comprehensive policy, to keep you mobile, within the geographical limits only, we will offer you a courtesy car, free of charge, while your car is being repaired by one of our approved repairers (subject to availability). Once we have decided that your car can be economically repaired by our approved repairer and if it cannot be driven, we will provide the courtesy car on the next working day for as long as the repairs take.</p> <p>If your car is in a roadworthy condition, we will deliver the courtesy car when your car is collected for repairs.</p> <p>We will pay the costs following fire, theft or attempted theft to your car when we</p> <ul style="list-style-type: none"> • collect your car and take it to our nearest approved repairer if it cannot be driven and • deliver your car to your address in the geographical limits after it has been repaired. 	<ol style="list-style-type: none"> 1. Loss of or damage to your car when no-one is in it unless all its windows, doors, roof openings or convertible hood are closed and locked and all keys or devices needed to lock the car are with you or the person authorised to use your car. 2. The excesses shown in the schedule; unless your car is parked in your locked garage at the time of the fire, theft or attempted theft. You must pay these amounts for every incident that you claim for under this section. 3. Loss of use of your car or trailer. 4. Wear and tear. 5. Mechanical, electrical, electronic and computer failure or breakdown or breakage. 6. Any amount over the cost shown in the manufacturer's latest price guide, plus fitting costs, for any lost or damaged parts or accessories if such parts or accessories are not available. 7. Your car or trailer losing value after, or because of, repairs. 8. Loss of or damage to your car or trailer resulting from deception. 9. Loss of or damage to your car caused by your immediate family, your boyfriend or girlfriend, or a person living in your home, taking your car or trailer without your permission. 10. Your car or trailer being confiscated or destroyed by or under order of any government or public or local authority. 11. Loss from taking your car or trailer and returning it to its legal owner. 12. Any damage to your car or trailer caused deliberately by you or any person driving it with your permission. 13. Any fines for any parking or driving offences or congestion charges, and any additional costs for any non-payment of these charges incurred in connection with a courtesy car. 14. Loss or damage to anything carried in or on your trailer 15. Any claim where the trailer is a caravan, trailer tent, livestock trailer, vehicle transporter, trailer with plant attached and any trailer used for commercial purposes.

How we will settle your claim under

Section A - Damage to your car or

Section C - Fire and theft

If your car is damaged *If your car is damaged following an incident that is covered under your policy, we will arrange for one of our approved repairers to contact you.*

You will not need to get any estimates when you use one of our approved repairers and repairs can begin immediately after we have authorised them.

If the car is economically repairable *Our approved repairer*

- *will collect your car from you or if your car cannot be driven they will arrange for your car to be protected and taken to them.*
- *will provide you with a courtesy car (provided you have a Comprehensive policy), if they have one available, while your car is being repaired*
- *will clean your car before they return it to you*
- *will guarantee repairs for three years.*

You will have to pay any policy excess direct to the repairer.

If the condition of the car is better after the repair than it was just before it was damaged, we may ask you to pay towards it.

If you do not want to use one of our approved repairers this will not affect your right to claim. However, you will need to send us an estimate for us to authorise and we may need to inspect the car. We reserve the right to ask you to obtain alternative estimates. We may not be able to arrange all of the benefits provided by our approved repairer or automatically insure any courtesy car supplied to you.

If the car is a total loss

1 New replacement car

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

- *you are its first and only registered keeper*
- *you have owned the car (or it has been hired to you under a hire purchase agreement) since it was first registered from new*
- *your car was supplied as new within the geographical limits and within a year of you buying it, it is:*
 - *stolen and not recovered; or*
 - *damaged and we confirm it is a total loss; or*
 - *damaged and the repair cost exceeds 60% of its current new UK list price including VAT (where appropriate) of buying a new car of the same make, model and specification at the time of the loss or damage.*

We will only do this if:

- *a new replacement car is available immediately within the geographical limits and*
- *we have permission from any finance company to which you owe any outstanding loan on your car.*

We will also pay delivery charges.

If a replacement car of the same make, model and specification is not available, we will cover the cost of replacing your car with the most similar model from the same manufacturer.

2 Offer of payment

*If **your car** does not qualify for a new replacement, **we** will make **you** an offer of payment once an engineer has inspected and assessed the market value of **your car**.*

*If there is any outstanding loan on **the car**, **we** may pay the finance company first. If **our** estimate of the **market value** is more than the amount **you** owe them, **we** will pay **you** the balance. If our estimate of the **market value** is less than the amount **you** owe, **you** may have to pay the balance.*

*If **the car** is leased or on contract hire, **we** may pay the leasing or contract hire company first. If our estimate of the **market value** is more than the amount **you** owe the leasing or contract hire company, the amount **we** pay them will settle the claim. If **our** estimate of the **market value** is less than the amount **you** owe, **you** may have to pay the balance.*

*Any payment **we** make for total loss will be after **we** have taken off any applicable **excess**.*

*Whether **we** replace **your car** or **you** accept our offer for total loss, **your car** will belong to us. **You** must return **your certificate of motor insurance** to us. It is an offence under the Road Traffic Acts not to return the **certificate of motor insurance**.*

Section D - Medical expenses and physical assault benefit

<i>Medical expenses - What is covered</i>	<i>Medical expenses - What is not covered</i>
<p>If you or anyone in your car is injured in an accident involving your car, we will pay up to £500 in medical expenses for each injured person.</p>	<p>No cover is provided under this section if the policy is held in the name of a corporate organisation, a company or a firm.</p>
<i>Physical assault benefit - What is covered</i>	<i>Physical assault benefit - What is not covered</i>
<p>Road rage If you or anyone in your car is injured as a result of being physically assaulted following an accident involving your car, we will pay £250 for each assaulted person (up to £500 in total).</p> <p>We will pay the injured person or their legal representative.</p> <p>Car jacking If you or anyone in your car is injured as a result of being physically assaulted during the theft or attempted theft of your car, we will pay £250 for each assaulted person (up to £500 in total).</p> <p>We will pay the injured person or their legal representative.</p>	<p>No cover is provided under this section if</p> <ol style="list-style-type: none"> 1. the policy is held in the name of a corporate organisation, a company or a firm, or 2. the physical assault <ul style="list-style-type: none"> • is caused by a relative or person known to you or anyone in your car • is not reported to the Police as soon as possible • is not assigned a crime reference number by the Police. • happens outside Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man or the Channel Islands • is caused or contributed to, by anything said or done by you or anyone in your car after the accident.

Section E - Personal belongings

<i>What is covered</i>	<i>What is not covered</i>
<p>We will cover personal belongings in your car that are lost or damaged following an accident, fire or theft involving your car.</p> <p>You are covered for the cost of the item, less an amount for wear and tear and loss of value.</p>	<ol style="list-style-type: none"> 1. More than £500 for each incident. 2. Any goods, tools or samples that are carried as part of any trade or business. 3. Loss of or damage to telephone or other communication equipment, unless permanently fitted to your car. 4. Money, stamps, tickets, documents and securities (such as share or bond certificates), vouchers, lottery tickets, scratchcards, raffle tickets or Air Miles. 5. Loss or damage when no one is in your car unless all its windows, doors, roof openings or convertible hood are closed and locked and all keys or devices needed to lock your car are with you or the person authorised to use your car. 6. Any property insured under any other policy 7. Loss or damage to personal belongings carried in or on a trailer 8. Wear, tear, loss of value or loss of use

Section F - Liabilities to third parties

What is covered	What is not covered
<p>We cover legal liability for the death of or injury to any person and damage to property caused by or arising out of:</p> <p>Cover for you</p> <ol style="list-style-type: none"> 1. you using your car. 2. you using a motor car not belonging to you and not hired to you under a hire purchase agreement or leased to you under a leasing agreement, provided that: <ol style="list-style-type: none"> a) your current certificate of motor insurance allows you to do so; and b) you have the owner's permission to do so; and c) you still have your car and it has not been damaged beyond economical repair nor been stolen and not recovered; and d) the motor car is registered within the geographical limits; and e) you are not using the motor car outside of the geographical limits; and f) you are not insured under any other insurance to drive the motor car; and g) there is a current and valid policy of insurance held for that motor car in accordance with the Road Traffic Acts. 3. you using your car to tow any single trailer, trailer-caravan or broken-down vehicle while it is attached to your car and if allowed by law, provided it is not being towed for hire or reward. <p>Cover for other people</p> <ol style="list-style-type: none"> 1. any person driving your car with your permission (as long as your certificate of motor insurance shows that he or she is allowed to drive your car). The person driving must not be excluded from driving your car by any endorsement, exception or condition. 2. any person using (but not driving) your car, with your permission, for social, domestic and pleasure purposes. 3. any passenger in, getting into or getting out of your car. 4. any person using your car, with your permission (as long as your certificate of motor insurance shows that he or she is allowed to drive your car) to tow any single trailer, trailer-caravan or broken-down vehicle while it is attached to your car and if allowed by law, provided it is not being towed for hire or reward. 	<ol style="list-style-type: none"> 1 Any amount we have not agreed to in writing. 2 Death of or injury to any of your employees during the course of their work, even if the death or injury is caused by anyone insured by this policy. 3 Loss of or damage to property owned by or in the care of the person who is claiming cover under this section. 4 Any loss of or damage to your car, a trailer, trailer caravan or broken-down vehicle covered by this policy. 5 Any claim for pollution or contamination, unless it is caused by a sudden, identifiable event which was unintended and unexpected and happened at one specific time and place. 6 Any amount over £1,000,000, for any one pollution or contamination event. 7 Any amount over £20,000,000 for any one claim or series of claims arising from one event that causes loss of or damage to property, including any indirect loss or damage. This limit includes all costs and expenses. <p>However, we will provide the minimum cover needed under compulsory motor insurance legislation.</p>

<i>What is covered</i>	<i>What is not covered</i>
<p>We will also cover:</p> <ol style="list-style-type: none"> 1. <i>solicitors' fees reasonably incurred for representation at any coroner's inquest, fatal accident inquiry or magistrates court (including a court of equal status in any country within the geographical limits);</i> 2. <i>legal costs for defending a charge of manslaughter or causing death by dangerous or careless driving caused by an accident covered under this policy;</i> 3. <i>any costs and expenses for which your employer or business partner is legally liable as a result of you using your car for their business;</i> 4. <i>any other costs and expenses for which we have given written permission; and</i> 5. <i>emergency treatment charges set out in the Road Traffic Acts.</i> <p><i>If anyone who is insured by this section dies while they are involved in legal action, we will give the same cover as they had to their legal personal representatives.</i></p>	

Section G - Using your car abroad - Liabilities to third parties

<i>What is covered</i>	<i>What is not covered</i>
<p>We will cover your minimum legal liability to others while you or any other driver covered by this policy and allowed to drive on your current certificate of motor insurance are using the car within the European Union and any other country which the Commission of the European Communities is satisfied has made arrangements under Article (8) of EC Directive 2009/103/EC relating to civil liabilities arising from the use of a motor vehicle. This cover is the minimum required to comply with the laws of compulsory insurance for motor vehicles.</p> <p>You do not need an International Motor Insurance Card (Green Card) for visits to these countries.</p> <p><i>Further information on the countries that follow the above EU directive can be found by visiting www.mib.org.uk.</i></p>	<p><i>If your certificate of motor insurance allows you to drive any other vehicle, that cover does not apply outside of the geographical limits.</i></p>

Section H - Using your car abroad - Damage to your car

What is covered	What is not covered
<p>We will provide the cover shown on your schedule while you or any driver covered by this policy and allowed to drive on your current certificate of motor insurance are using the car within the countries referred to in Section G above for visits of a temporary nature of up to 3 days in any one period of insurance provided your main permanent residence is in the geographical limits.</p>	

The following section only applies if it is listed in **your schedule**.

What is covered	What is not covered
<p>In addition to the 3 days cover detailed above, we will also provide the cover shown in your schedule while you or any driver covered by this policy and allowed to drive on your current certificate of motor insurance are using the car within the countries referred to in Section G above, provided your main permanent residence is in the geographical limits.</p> <p>You do not need an International Motor Insurance Card (Green Card) for visits to these countries.</p> <p>The number of days covered in any one period of insurance is shown as "Foreign Use" under the "Policy Details" in your schedule.</p> <p>Further information on the countries that follow the above EU directive can be found by visiting www.mib.org.uk.</p> <p>If you want to extend your policy to give the same cover to a country outside the countries referred to above, you must:</p> <ol style="list-style-type: none"> 1. tell us before you leave; 2. get our written agreement to cover you in the countries involved; and 3. pay any additional premium we ask for. <p>If we agree to your request, we will issue you with an International Motor Insurance Card (Green Card) as legal evidence of this cover.</p> <p>We will also pay customs duty if your car is damaged and we decide not to return it after a valid claim on the policy.</p>	

Section I - No claim discount

What is covered	What is not covered
<p>As long as a claim has not been made during the period of insurance immediately before your renewal, we will include a discount in your renewal premium. You may not transfer this discount to any other person.</p> <p>If a claim is made during the period of insurance, the discount will be stepped back in accordance with our current scale. You may also have to pay a higher excess.</p> <p>Your no claim discount will not be affected if the only claims made are for</p> <ul style="list-style-type: none"> • accidental damage caused by another car (under section A – Damage to your car) if <ul style="list-style-type: none"> • the damage occurred in Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man or the Channel Islands, and • the damage was not the fault of the person driving your car, and • you provide us with the registration number and make and model of the other car and if possible, the name of the driver of the car, and • we confirm that the driver of the car causing the damage was not insured and • the incident is reported to the Police as soon as possible and they assign a crime reference number. <p>Notwithstanding the above, if it cannot be established immediately that the damage was not the fault of the person driving your car or that the driver of the other car was not insured you may lose your no claim discount. However if subsequently we are satisfied that the accident was not the fault of the person driving your car or that the driver of the other car was not insured we will reinstate your no claim discount and refund any premium which may be due to you as a result.</p> <ul style="list-style-type: none"> • repairing or replacing broken windscreen, window glass or glass sunroof (under Section B - Broken windscreen and window glass) or • Emergency treatment charges (under section F – Liabilities to third parties). <p>If you are the only person named in your schedule as entitled to drive and you effect a policy with us on an additional car that will only be driven by you, we will include a discount in your premium.</p>	

<i>What is covered</i>	<i>What is not covered</i>
<p>If during the period of insurance any person named in your schedule as entitled to drive does not make a claim on your policy, we will include a discount in their premium if they effect a policy in their own name with us. Such discount may be lower than the discount included in your policy, may not be transferred to any other person and may not be recognised by other insurers.</p>	

Section J - No claim discount protection

This section only applies if it is listed in your schedule.

<i>What is covered</i>	<i>What is not covered</i>
<p>You will not lose any of your no claim discount as long as:</p> <ol style="list-style-type: none"> 1. no more than two claims are made in any period of three years; and 2. you have paid any extra premium we ask for. <p>After a second claim is made in any three-year period, this policy section will no longer apply and any further claims will result in a loss of no claim discount.</p> <p>The protection provided under this section only applies to your no claim discount. It does not protect your premium and you may have to pay a higher premium or excess if any claims are made.</p>	

Section K - Replacement locks

<i>What is covered</i>	<i>What is not covered</i>
<p>We cover theft of any device used for starting your car or using its locks or immobiliser.</p> <p>We will settle any claim by paying to reprogramme or replace the appropriate locks or locking mechanism of your car.</p>	<ol style="list-style-type: none"> 1. Any excess shown under “Theft” in your schedule 2. Accidental loss of any device used for starting your car or using its locks or immobiliser 3. Theft of any device for starting your car or using it’s locks or immobiliser when they are <ol style="list-style-type: none"> a. left in, or in the vicinity of your car and your car is unattended or there is no one in it or b. taken without your permission by a member of your immediate family, your boyfriend or girlfriend, or a person living in your home.

Exceptions that apply to the whole of your motor insurance policy

1. **We will not cover claims arising directly or indirectly from any of the following:**
 - **your car being driven by, or being in the charge of, someone who is not described in your certificate of motor insurance as entitled to drive.**
 - **your car being driven, with your permission, by anyone who you know does not hold a valid driving licence or is disqualified from driving. However, we will still give cover if the person used to hold a licence and is allowed to hold one by law.**
 - **your car being driven by someone who does not meet all the conditions of their driving licence.**
 - **your car being used for a purpose that is not included in your certificate of motor insurance.**

*However, this exception will not apply to claims under Section A - Damage to **your car**, Section B – Broken Windscreen and window glass or Section C – Fire and theft while **your car** is with a member of the motor trade for servicing or repair or being parked by an employee of a hotel, restaurant or car-parking service.*

2. **If you receive**
 - 2.1. a) a mileage allowance from **your** employer or
 - 2.1. b) a mileage allowance from a UK registered voluntary organisation or
 - 2.2. any payment for giving people lifts in **your car** as part of a car-sharing agreement this policy is not valid if:
 - **your car** is made or altered to carry more than eight people including the driver.
 - **you** are carrying the passengers as part of a business of carrying passengers.
 - the total payments for any mileage allowance you receive exceed the published guidelines of HM Revenue and Customs (refer www.hmrc.gov.uk)
 - **you** are making any profit from the payments you receive.
3. **We will not pay for loss, damage, injury or legal liability if it is caused directly or indirectly by the following:**
 - Ionising radiation or radioactive contamination from any nuclear fuel or any nuclear waste arising from burning nuclear fuel.
 - The radioactive, poisonous, explosive or other dangerous properties of any explosive nuclear equipment or part of that equipment.
 - Pressure waves caused by aircraft (and other flying objects) travelling at or above the speed of sound.
 - War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, insurrection or military or usurped power.
 - Acts of terrorism.

4. **We** will not pay claims arising directly or indirectly from earthquakes, riot or civil disturbance outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands, except under section H.
5. **We** will not pay for any liability **you** accept under an agreement or contract unless **you** would have been legally liable anyway.
6. Any decision or action of a court which is not within the **geographical limits** is not covered by this policy unless the proceedings are brought or judgement is given in a foreign court because **the car** was used in that country and **we** had agreed to cover it there.
7. **We** will not pay any claims arising directly or indirectly from any car being in a place used for the take-off, landing, parking or movement of aircraft, including the associated service roads, refuelling areas, ground equipment parking areas and the parts of passenger terminals of international airports which come within the customs examination area or any part of airport premises to which the public does not have vehicular access.
8. **We** will not cover any claim if **your car** is used:
 - in a rally;
 - in a competition;
 - in a motor trial;
 - on a racetrack;
 - on a circuit; or
 - on a prepared course.

However, **we** will provide the minimum cover needed under compulsory motor legislation.

Conditions that apply to the whole of your motor insurance policy

- 1. Reporting a claim** *You must call the Claims Helpline as soon as possible to report any incident that may lead to a claim.*
The Claims Helpline number can be found on the cover of this policy booklet.
If there has been a theft or attempted theft, you must tell the Police immediately
You must send us any letter, claim, writ or summons as soon as you receive it. You must also let us know straight away if you or your legal advisers know of any prosecution, inquest or fatal accident inquiry arising from any incident that may lead to a claim.
- 2. Dealing with claims** *You or any other person who claims under this policy must not negotiate, admit fault or make any payment, offer or promise of payment unless you have our written permission.*
In dealing with your claim, under the terms of this policy we may:
 - a) defend or settle any claim and choose the solicitor who will act for you in any legal action; and*
 - b) take any legal action in your name or the name of any other person covered by this policy.**We can do any of these in your name or in the name of any person claiming under this policy. Anyone who makes a claim under this policy must give us any reasonable information we ask for.*
- 3. Compulsory insurance** *If the law of any country says we must make a payment that we would not otherwise have paid, you must repay this amount to us.*
- 4. Other insurance** *If any incident that leads to a claim is covered under any other insurance policy, we will only pay our share of the claim.*
- 5. Looking after your car and trailer** *Anyone covered by this policy must take all reasonable steps they can to protect your car and trailer and anything in or attached to them against loss or damage. Your car and trailer must be kept in a roadworthy condition. We may examine your car and trailer at any time.*
- 6. Keeping to the terms of the policy** *We will only pay claims if:*
 - a) any person claiming cover has met all the terms of the policy, as far as they apply; and*
 - b) the declaration and information given on the proposal or shown on the **statement of insurance** which this contract is based on is complete and correct as far as you know.*
- 7. Fraud** *We will not pay any claim which is in any part fraudulent or exaggerated, or if you, or anyone acting for you, uses fraudulent methods to get benefits under this policy.*
In these circumstances, all cover will be cancelled from the date of the fraud or misrepresentation and no premium will be refunded to you. If we have made a payment we would not otherwise have made you must repay that amount to us.
We may also notify relevant authorities so that they can consider criminal proceedings.
- 8. Cancelling your policy** *You have 14 days from the later of the start date of the policy or the date you receive the policy documents to cancel the cover. You can cancel by telephoning us and cancellation can take effect immediately or from a later date, although it cannot be backdated to any earlier date. You must then return your certificate of motor insurance to us, as it is an offence under the Road Traffic Acts not to do so. We will refund any premium paid in full*

provided no incident has occurred that may give rise to a claim under **your** policy. If such an incident has occurred, **we** will refund **your** premium for any remaining period of cover unless the incident gives rise to a total loss claim. If **we** have paid for the total loss of **your car**, **you** must pay the full annual premium and **you** will not be entitled to any refund.

After the 14-day period **you** can cancel this policy by telephoning **us** and cancellation can take effect immediately or from a later date, although it cannot be backdated to any earlier date. **You** must then return **your certificate of motor insurance** to **us**, as it is an offence under the Road Traffic Acts not to do so. Cancelling any direct debit instruction does not mean **you** have cancelled the policy. If no claims have been made during the current **period of insurance**, **we** will refund **your** premium for any remaining period of cover.

If **we** have paid for the total loss of **your car**, **you** must pay the full annual premium and **you** will not be entitled to any refund. If any claim made was not for the total loss of **your car**, **we** will deduct the costs of any payments made by **us** for the claim (or claims) from any refund. If the cost of the claim (or claims) is more than the annual premium, **we** will not pay any refund.

We can cancel this policy by sending **you** seven days' notice to **your** last known address. If **you** live in Northern Ireland, **we** will also send notice to the DVLNI. **You** must then return **your certificate of motor insurance** to **us**, as it is an offence under the Road Traffic Acts not to do so. **We** will refund **your** premium for any remaining period of cover.

9. Changes you must tell us about

You must tell **us** about any of the following changes straight away. If **you** do not tell **us** about any changes to the information on **your statement of insurance**, schedule or **certificate of motor insurance** it may mean that **your policy** is invalid and that it does not operate in the event of a claim.

- **You** sell **your car**, change **your car** or trailer, or its registration number, or **you** get another car.
- There is any change of drivers.
- Anyone who drives **your car** receives a motoring conviction, (including fixed penalty offences).
- Anyone who drives **your car** develops a health condition which requires notification to the DVLA.
- **You** change the purpose **your car** is used for.
- Anyone who drives **your car** changes their job, starts a new job, including any part-time work, or stops work.
- **Your car** is changed from the manufacturer's original specification.
This would include:
 - Changes to the bodywork, such as spoilers or body kits,
 - Changes to suspension or brakes,
 - Cosmetic changes such as alloy wheels,
 - Changes affecting performance such as changes to the engine management system or exhaust system, and
 - Changes to the audio/entertainment system,

- Please be aware that this is not a full list of all possible changes- all changes made from the manufacturers standard specification must be disclosed.

- **You take your car abroad, outside the European Union.**
- **You take your car abroad and require cover for your vehicle in excess of the number of days shown as 'Foreign Use' on your schedule.**
- **You change your address or the address where you keep your car overnight.**
- **Anyone who drives your car passes their driving test or has their driving licence revoked.**
- **The details in the schedule change.**
- **Your car is involved in an accident or fire, or someone steals, damages or tries to break into it.**
- **Anyone who drives your car is involved in any accident or has a vehicle damaged or stolen regardless of whether a claim was made.**
- **There is a change to your estimated annual mileage.**
- **Anyone who drives your car has insurance refused, cancelled or had special terms put on.**
- **There is a change of main user of your car.**

When you tell us about these changes we may reassess your premium and/or excess.

Part 4. Your Enhanced Key Protection policy

This policy is underwritten by Inter Partner Assistance SA (IPA) which is fully owned by the AXA Assistance Group. Inter Partner Assistance is a Belgian firm authorised by the National Bank of Belgium and subject to limited regulation by the Financial Conduct Authority. Details about the extent of its regulation by the Financial Conduct Authority are available from us on request. Inter Partner Assistance SA firm register number is 202664. You can check this on the Financial Services Register by visiting the website www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768.

The claims helpline is operated by AXA Assistance and the policy is administered by Direct Group Limited on behalf of the insurer. Direct Group Limited are authorised and regulated by the Financial Conduct Authority (FCA).

*This document sets out the terms and conditions of **your** cover and it is important that **you** read it carefully. If there is anything **you** do not understand, please contact the administrator.*

*We recommend **you** read this document carefully to check **your** cover. If there is anything **you** do not understand, please contact the administrator.*

Important information

Premium Payment

*The policy will start on the **start date** and will last until one of the criteria set out under 'Termination of Cover' is met.*

Data Protection

*Details of **you**, **your** insurance cover and claims will be held by us for underwriting, processing, claims handling and fraud prevention, subject to the provisions of the Data Protection Act 1998.*

Data protection act 1988 gives you the right to a copy of your personal data held by us upon payment of a fee.

Complaints - Our Promise of Good Service.

*If **you** have any concerns regarding the sale of **your** Enhanced Key Protection policy please contact Aioi Nissay Dowla Insurance on 0845 217 6435. It is the intention to give **you** the best possible service but if **you** do have an enquiry or complaint about **your** insurance please contact us at: Customer Services, Direct Group Limited, Quay Point, Lakeside Boulevard, Doncaster DN4 5PL or telephone 0844 4124163. A representative will make sure the matter is investigated straight away. Please quote the policy number which appears on **your** policy schedule in all correspondence so that **you** will be given an efficient response. Calls will be recorded for training, compliance, claims and counter fraud purposes.*

*If it is impossible to reach an agreement **you** have the right to make an appeal to the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, Docklands, London E14 9SR or telephone 0845 080 1800.*

Definitions	<i>The following terms have the meaning given below wherever they appear in bold in this policy.</i>
Administrator/We/Us/Our	<i>Direct Group Limited, Key Protect Claims, Direct Group Limited, Quay Point, Lakeside Boulevard, Doncaster DN4 5PL. Direct Group Limited is authorised and regulated by the Financial Conduct Authority number 307332 and handles claims on behalf of the insurer.</i>
Insurer	<i>Inter Partner Assistance, The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR. Registered No: FC008998.</i>
Keys/Locks	<i>Any attached to the key fob allocated to you during the period of insurance such as vehicle (including reprogramming of immobilizers and alarms), home, office (including security safe).</i>
Policyholder	<i>The first person to be named on the policy schedule.</i>
Period of Insurance	<i>This is the period to which the insurance applies and is stated on your policy schedule.</i>
Policy Limit	<i>The total amount payable in respect of each Insured Incident and in total for all Insured Incidents in any one year is £1500 including VAT.</i>
Policy Schedule	<i>The schedule attaching to this policy.</i>
Start Date	<i>The date your cover starts under this policy shown in your policy schedule.</i>
You/Your	<i>The first person named on the policy schedule or any immediate member of the policyholder's family residing at the same address as the policy holder during the period of insurance.</i>

IMPORTANT AXA Assistance will provide you with assistance by arranging key or lock, repair or replacement, or onward transportation as appropriate. Please note that you will be responsible for all costs in the first instant and Direct Group Limited will reimburse these costs once your claim has been validated.

Providing assistance is a service only and does not pre-qualify your claim for reimbursement of costs. Reimbursement is subject to you providing the original invoice(s), receipt(s), any relevant crime reference or lost property number and complying with all other terms and conditions of this insurance. All costs outside of the terms of this policy must be met and paid for by you.

Cover provided

*In the event of any of the insured incidents, **we** will reimburse **you** up to the limits stated and AXA Assistance will assist with the arrangements for replacing **your keys and locks**, opening of safes or onward transportation*

Insured Incidents	<p>1. Theft or loss of your keys</p> <p><i>If your vehicle, house, or office keys are stolen or lost anywhere in the UK, you must report this to both the police, obtaining a crime reference or lost property number, and AXA Assistance who will arrange for a suitable contractor to attend the scene. Upon validation of your claim we will reimburse you for the cost of your key or lock replacement up to the policy limit. If your keys are found, a reward of £10 will be paid direct to the finder and we will contact you to discuss the appropriate action.</i></p>
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2. *Broken or locked in keys*

*If **your keys** are locked in **your** vehicle, house or office or broken in any lock denying **you** access to **your** property, **you** must report this event to AXA Assistance who will arrange for a suitable contractor to attend the scene and upon validation of **your** claim **we** will reimburse **you** for the cost of gaining access and if necessary provide reimbursement for a replacement **key**, or repair or replacement of the damaged **lock**, up to the **policy** limit.*

3. *Stranded due to theft or loss of key*

*If **you** are stranded from home by theft or loss of **your** vehicle **keys** and have no access to **your** vehicle **we** will pay £75.00 per day including VAT for vehicle hire, for up to 3 days. As an alternative public transport or taxi fares may be payable. AXA Assistance must be notified of the circumstances first and any vehicle hire must be arranged through them.*

How to Make a Claim

Please read the Insured Incidents, Claims Conditions and Exclusions sections to ensure the incident is covered under the terms of this policy.

*If **you** believe **your** claim to be valid then within 48 hours of the incident please telephone AXA Assistance on **0845 602 9761** quoting scheme code 04 605 25 and **your** key fob reference number and assistance will be arranged for **you**.*

*For validation of **your** claim and reimbursement of costs incurred please forward the original invoice(s), receipt(s) and the relevant crime reference or lost property number to Direct Group Limited, Specialist Claims, PO Box 1192, Doncaster, DN1 9PU or telephone 0844 412 4150.*

Claims Conditions

- 1. All lost or stolen **keys** or **keys** broken in a **lock** must be reported to AXA Assistance on 0845 602 9761 within 48 hours of the incident quoting **your** key fob reference number.*
- 2. The police must be notified of all lost and stolen **keys** within 48 hours of the incident and a crime reference or lost property number obtained.*
- 3. All costs for any services rendered must be met by **you** and **you** must forward the original detailed invoice(s), receipt(s) and crime reference or lost property number to **us** within 21 days, or as soon as possible, of notifying AXA Assistance. Providing **your** claim is within the terms of this policy **we** will validate **your** claim and reimburse **your** outlay up to the **policy** limits.*
- 4. Claims for reimbursement of public transport or taxi fares will be assessed individually. For long journeys 15 miles or over, the mode of transport should be a bus or train unless you are physically unable to use public transport. For short journeys up to 15 miles, a taxi would be acceptable. All receipts and tickets must be retained.*
- 5. If **you** claim under this policy for something that is also covered by another insurance policy, **you** must provide **us** with full details of the other insurance policy. **We** will only pay our rateable proportion of the claim.*
- 6. **You** must take care to avoid anything which may result in a claim under this policy.*

Exclusions

We will not cover

1. All costs incurred where **you** have not notified AXA Assistance within 48 hours of becoming aware of the incident.
2. Any claim for theft or loss of **keys** which is not reported to the police within 48 hours of the incident and a crime reference or lost property number obtained.
3. Any claim for **keys** not attached to the key fob received with this insurance.
4. Any claims for public transport or taxi fares with no valid receipts or tickets.
5. Any vehicle hire not arranged via AXA Assistance.
6. Any claim for replacing **locks** when only parts need changing.
7. Any claim for damage to **locks** by wear and tear, mechanical or electrical breakdown, cleaning, repairing, restoring or anything which happens gradually.
8. Any claim for damage to **locks** by attempted theft or malicious damage.
9. Any claim for additional or duplicate **keys**.
10. Any claim for loss or damage caused by any act of war, invasion or revolution.
11. Locks that are damaged prior to the loss or theft of **keys**.
12. Replacement locks or keys of a higher standard or specification than those replaced.
13. Charges or costs incurred where AXA Assistance arranges for the attendance of a contractor at a particular location and **you** fail to attend.
14. Charges or costs incurred where **you** make alternative arrangements with a third party once AXA Assistance has arranged for a contractor to attend a particular location unless otherwise agreed by **us**.

Geographical limits

This policy is only in effect within the boundaries of the United Kingdom (UK).

Policy Conditions

Termination of Cover	<p><i>This insurance cover shall automatically terminate immediately upon the first to occur of the following:</i></p> <ul style="list-style-type: none">• <i>the expiry of the period of insurance.</i>• <i>a change of address from the one stated on your policy schedule where we have not been informed within one month of your move date.</i>• <i>cancellation of your Aioi Nissay Dowa Motor Insurance policy by you or us.</i>• <i>If you do not pay the premium.</i>
Cancelling this Policy	<p><i>You will have 14 days from receiving the policy document to cancel this policy with a full refund of premium. In order to cancel, please contact Aioi Nissay Dowa Motor Insurance, Prospect House, Gordon Banks Drive, Trentham Lakes North, Stoke-on-Trent, ST4 4TW or telephone 0845 217 6435 (all calls are recorded for training, compliance, claims and counter fraud purposes). No refund will be made if we have paid a claim which leads to the termination of this insurance during this 14 day period. No refund will be given for any cancellation outside the 14 day period.</i></p> <p><i>The Insurer may cancel this insurance at any time by providing fourteen days written notice to the Insured at his own address for the following reasons;</i></p> <ul style="list-style-type: none">• <i>if you fail to make payment of premiums;</i>• <i>if you refuse to allow us reasonable access to your (property/vehicle etc) in order to provide the services you have requested under this policy or if you fail to co-operate with our representatives;</i>• <i>you make or try to make a fraudulent claim under your policy;</i>• <i>you are abusive or threatening towards our staff;</i>• <i>you repeatedly or seriously break the terms of this policy or;</i>• <i>if you otherwise cease to comply with the terms and conditions of this policy in any significant respect.</i> <p><i>If we cancel the policy we will refund the part of your premium which applies to the period of insurance you have left (providing no claims have been made).</i></p>
Changing Your Address	<p><i>If you change your address from the one stated on your policy schedule you must write to Aioi Nissay Dowa Motor Insurance, Prospect House, Gordon Banks Drive, Trentham Lakes North, Stoke-on-Trent, ST4 4TW, alternatively telephone 0845 217 6435. All calls are recorded for training, compliance, claims and counter fraud purposes.</i></p>
Law	<p><i>The law that applies to this insurance policy is English Law.</i></p>
Fraud	<p><i>All cover under this insurance is forfeited if a fraudulent claim is made.</i></p>

Financial Services Compensation Scheme

Inter Partner Assistance SA and Axa Assistance (UK) Ltd are covered by the Financial Services Compensation Scheme (FSCS). Please see page 14 for further details.

Aioi Nissay Dowa Insurance Europe