

COMMERCIAL 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 120 1345</i>
<i>Windscreen Claims Helpline:</i>	<i>0845 120 1346</i>
<i>Customer Services:</i>	<i>0845 2176435</i>
<i>Enhanced Key Protection Claim Helpline:</i>	<i>0845 602 9761</i>

This booklet contains:

- *Important information about Commercial Motor Insurance*
- *Your Commercial Motor Insurance policy*
- *Your Enhanced Key Protection Policy*

Contents

	<i>Page</i>
Part 1. Welcome to Aioi Nissay Dowa Insurance Europe	4
Part 2. Important information about your Commercial Motor Insurance	
<i>What to do if you have an accident</i>	<i>5</i>
<i>Broken windscreen and windows</i>	<i>6</i>
<i>What to do if you need to make a claim</i>	<i>6</i>
<i>Important customer information</i>	<i>8</i>
<i>Data protection notice</i>	<i>10</i>
<i>What to do if you have a complaint</i>	<i>12</i>
Part 3. Your Commercial Motor Insurance policy	
<i>Introduction</i>	<i>14</i>
<i>Definitions</i>	<i>15</i>
<i>Policy cover</i>	<i>17</i>
<i>Section A – Damage to the vehicle</i>	<i>17</i>
<i>Section B – Broken windscreen and windows</i>	<i>18</i>
<i>Section C – Fire and theft</i>	<i>18</i>
<i>How we will settle your claim under Sections A, B or C</i>	<i>20</i>
<i>Section D – Medical expenses</i>	<i>21</i>
<i>Section E – Personal belongings</i>	<i>21</i>
<i>Section F – Personal accident</i>	<i>21</i>
<i>Section G – Liabilities to third parties</i>	<i>22</i>
<i>Section H – Using the vehicle abroad – Liabilities to third parties</i>	<i>23</i>
<i>Section I – Using the vehicle abroad – Damage to the vehicle</i>	<i>23</i>
<i>Section J – No claim discount</i>	<i>24</i>
<i>Section K – No claim discount protection</i>	<i>25</i>
<i>Section L – Replacement locks</i>	<i>25</i>
 <i>Policy exclusions</i>	 <i>26</i>
<i>Policy conditions</i>	<i>28</i>
Part 4. Your Enhanced Key Protection policy	
<i>Important information</i>	<i>31</i>
<i>Cover provided</i>	<i>32</i>
<i>How to make a claim</i>	<i>33</i>
<i>Claims conditions</i>	<i>34</i>
<i>Exclusions</i>	<i>34</i>
<i>Policy conditions</i>	<i>35</i>

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. 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 Commercial Motor Insurance

What to do if you have an accident

The Law

- **You must stop 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. If you own the vehicle, you must give your name, address and insurance details to anyone who has a good reason for asking. If you do not own the vehicle, you must give the owner's name and address and the registration number of the vehicle.**
- **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 provide your certificate of motor insurance within five days.**

To help with the claims process

- *Do not apologise or admit fault.*
- *Try to collect the following information to give to the Claims Helpline (see page 6). This will help us to speed up your claim.*
 - *Full details of the other drivers, including their phone 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 pay, your no claim discount will not be affected.*
 - *Injuries caused.*
 - *Property damage.*
 - *Witnesses (if there are any).*
 - *Police officers and report references.*
 - *Full details of what happened.*
 - *Taking photos with a camera or mobile phone can help to confirm certain accident details.*

Next steps

- *Call the 24-hour Claims Helpline (see page 6).*
- *There will be a phone number on all correspondence from the claims department for you to call if you need to contact us. Please remember to have your claim number ready when you call.*
- *Please remember to remove all personal belongings from the vehicle before it is taken for assessment or repair.*
- *Please see page 20 for details on how we will settle your claim for Section A, B or C.*

Important note

We are not responsible for recovering your uninsured losses such as your policy excess. You should contact us to arrange separate insurance cover

Broken Windscreen and Windows

If you have comprehensive cover

- Call the Claims Helpline (see page 6) to arrange for the glass to be repaired or replaced. If you phone this number and use one of the our chosen glass companies, cover is unlimited. If you do not, the most we will pay is £100 after taking off any excess.
- Repairing a windscreen or window instead of replacing it can save you paying your excess. Ask when calling the Claims Helpline.

As a general rule cracks up to five centimetres (two inches) and breaks the size of a £1 coin can usually be repaired.

If you do not have comprehensive cover, you can still phone the Claims Helpline but you will have to pay the cost of replacing or repairing the windscreen or window.

What to do if you need to make a claim

If your vehicle is involved in an incident *Call the Claims Helpline, their telephone number can be found on the back 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 immediately confirm whether your policy covers you for the incident. Remember to save this number in your mobile phone 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 vehicle 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 the vehicle registration number.

Repair Service for an accident within the geographical limits

Repairs	<i>If damage to the vehicle 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, 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 the vehicle back to you.</i>
Paying for repairs	<i>We will pay the repair bill. All you need to do is pay any policy excess and/or VAT (if it applies) directly to the repairer when they deliver the vehicle back to you.</i>
Keeping you mobile while your vehicle is being repaired within the geographical limits	<p><i>To keep you mobile, while using an approved repairer, you will be offered a courtesy vehicle while yours is being repaired. Once we have decided that your vehicle can be economically repaired by the Insurance approved repairer and if it cannot be driven, we will provide a courtesy vehicle subject to availability.</i></p> <p><i>If your vehicle can still be legally driven (in other words it is roadworthy), we will deliver the courtesy vehicle when your vehicle is collected for repairs. While you have the courtesy vehicle 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	<i>If the vehicle cannot be economically repaired, we will offer you a settlement amount within one week of the date we receive the engineer's report. If the vehicle is a total loss (a write-off), you must send in all the original documents that 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 the vehicle to dispose of it. Please remember to remove all your belongings and the tax disc from the vehicle before it is collected.</i>

Important customer information

*Under Condition 9 on page 28 you must tell us about changes to the information set out in the **statement of insurance, certificate of motor insurance or on your schedule**. You must also tell us about the following changes.*

1. **You sell the vehicle, change the vehicle or its registration number, or you get another vehicle.**
2. *There is any change of driver.*
3. *Anyone who drives the vehicle receives a motoring conviction (driving licence endorsement, fixed penalty or pending prosecutions for any motoring offences).*
4. *Anyone who drives the vehicle develops a health condition, which requires notification to the DVLA.*
5. **You change the purpose the vehicle is used for.**
6. *Anyone who drives the vehicle changes job, starts a new job, including part-time work or stops work.*
7. **The vehicle is changed from the manufacturer's original specification.**
This would include:
 - *Changes to the bodywork*
 - *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*
 - *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 manufacturer's standard specification must be disclosed.*
8. **You take the vehicle abroad.**
9. **You change your address or the address where you keep the vehicle overnight.**
10. *Anyone who drives the vehicle passes their driving test or has their driving licence revoked.*
11. *Anyone who drives the vehicle receives a non-motoring conviction which is not considered spent.*
12. **The vehicle is involved in an accident or fire, or someone steals, damages or tries to break into it.**
13. *Anyone who drives the vehicle is involved in any accident or has a vehicle damaged or stolen.*
14. **There is any change to your estimated annual mileage.**
15. *Anyone who drives the vehicle has had insurance refused, cancelled or had special terms applied.*
16. **There is a change of main user of the vehicle.**

If you are in any doubt please ask.

If the information provided by you is not complete and accurate:

- **we may cancel your policy and refuse to pay any claim, or**
- **we may not pay any claim in full, or**
- **we may revise the premium and/or change the compulsory excess, or**
- **the extent of the cover may be affected.**

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 vehicle 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

Please quote Aioi Nissay Dowa Commercial 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 vehicle 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

Please quote Aioi Nissay Dowa Commercial Motor Insurance and the renewal date on your current certificate of motor insurance.

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 **we** and **us** and **our** means Aioi Nissay Dowa Insurance Europe as specified on **your** policy documents, the Insurance Company named in **your** current schedule, certificate of motor insurance and statement of insurance, and any holding companies, subsidiaries or linked companies. '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 Insurance 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 the customer service number shown on your policy documents. You may contact us at any time to give notice to stop data being used for marketing purposes.

We will only release your personal information to others if

1. we need to do this to manage your policy with us (as set out above).
2. you have given permission to receive promotional material.
3. you have given permission to be contacted in connection with any research or analysis that we are carrying out (as mentioned above).
4. we need to prevent fraud (as mentioned below)
5. we are required or permitted to do this by law (for example, if we receive a legitimate request from the police or another authority)
6. 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

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 other similar databases established for the same purpose. 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.

When you tell us about an incident, we will pass information relating to that incident to these registers.

Dealing with others on your behalf	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.
Sensitive information	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.
Monitoring and recording calls	We may monitor or record telephone calls to monitor and improve our service and to prevent or detect fraud.
Further information	<p>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:</p> <p>The Data Protection Officer Prospect House Gordon Banks Drive Trentham Lakes North Stoke-on-Trent ST4 4TW</p> <p>Please note that we are entitled to charge you a small administration fee of £10 for doing this.</p>

What to do if you have a complaint

In this notice **we** and **us** and **our** means Aioi Nissay Dowa Insurance Europe as specified on **your** policy documents, **your** current schedule, certificate of motor insurance and statement of insurance, and any holding companies, subsidiaries or linked companies.

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 complaint 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.
- 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** are unable to do this, **we** will write to **you** within five working days to either:

- Tell **you** what **we** have 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 delay and indicate when **we** will be able to provide a final response.

If for any reason **you** remain dissatisfied with **our** final response, **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 proceedings.

Financial Services Compensation Scheme (FSCS)

We and the other **insurer's** detailed within the policy wording 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 vehicle**, 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 Commercial Motor Insurance policy

Contract of insurance

Introduction

*This policy is a contract between **you** and **us**. It is not intended that the Contracts (Rights of Third Parties) Act 1999 gives anyone else any rights under this policy or has 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**.*

***You** are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to answer all questions honestly and to the best of **your** knowledge. Failure to supply accurate and complete answers may result in **your** policy being cancelled or treated as if it never existed, or **your** claim rejected or not fully paid. If **you** are in any doubt whether a piece of information is relevant to **your** answer, **we** will be happy to give **you** advice. It is an offence under the Road Traffic Acts to make a false statement or withhold information for the purposes of obtaining a certificate of motor insurance.*

***You** must read this policy, the certificate of motor insurance and the schedule together.*

*Please check all documents carefully to make sure that they give **you** the cover **you** want.*

The law applicable to this policy

*English Law will apply to this contract unless **we** agree with **you** in writing otherwise. The contractual terms and conditions and other information relating to this contract will be in English Language.*

Definitions

Throughout this policy certain words and phrases are printed in **bold type**. These have the meanings set out below.

Certificate of motor insurance	<p>The proof of the motor insurance you need by law. The certificate of motor insurance shows:</p> <ul style="list-style-type: none">• what vehicle is covered;• who is allowed to drive the vehicle; and• what your vehicle can be used for. <p>If your certificate of motor insurance allows driving by any driver, please refer to your schedule for any restrictions that may apply.</p>
Dangerous goods	<p>“Dangerous goods” means those detailed in:</p> <ul style="list-style-type: none">• the Dangerous Substances (Conveyance by Road in Road Tankers and Tank Containers) Regulations 1992;• the Carriage of Dangerous Goods (Classification Packaging and Labeling) and Use of Transportable Pressure Receptacles Regulations 1996;• the Carriage of Explosives by Road Regulations 1996; and• the approved List of Dangerous Substances published by the Health and Safety Executive and any similar legislation.
Endorsement	<p>A clause that alters the cover provided by the policy.</p>
Excess	<p>The part of a claim you must pay. Sometimes more than one excess can apply, in which case we add them together.</p>
Geographical limits	<p>Great Britain, Northern Ireland, the Isle of Man, the Channel Islands and while the vehicle is being transported between any of these countries.</p>
Immediate family	<p>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.</p>
Market value	<p>The cost of replacing the vehicle with one of the same age, type, mileage and condition, immediately before the loss or damage happened.</p>
Period of insurance	<p>The period of time that the contract of insurance applies for. This is shown in the schedule.</p>
Revenue weight	<p>The revenue weight is shown on your UK registration certificate (V5C).</p>
Schedule	<p>The latest schedule we have issued to you. This forms part of the contract of insurance. It gives details of the period of insurance, the sections of the policy which apply, the premium you have to pay, the vehicle which is insured and details of any excesses or endorsements.</p>
Statement of Insurance	<p>The form that shows the information you give us, including information given on your behalf and verbal information you give prior to commencement of the policy.</p>
Terrorism	<p>Terrorism as defined in the Terrorism Act 2000.</p>

The vehicle	<p>Any motor vehicle (including its accessories and spare parts when they are with the vehicle or locked in your own garage) that you have given us details of and for which we have issued a certificate of motor insurance. The vehicle's registration number will be shown on your latest certificate of motor insurance,</p> <p>and</p> <p>any courtesy vehicle supplied to you under an agreement between us and an approved repairer or a hire vehicle company.</p>
We, us, our	<p>Aioi Nissay Dowa Insurance Company of Europe Limited and anyone they appoint on their behalf as specified in the statement of insurance, the schedule, policy summary and certificate of motor insurance on whose behalf this document is issued</p>
You/your	<p>The person or company shown in your certificate of motor insurance and under 'Policyholder details' in the schedule.</p>

Your cover

Section A – Damage to the vehicle

What is insured	What is not insured
<p>1. We will pay for damage caused by accidental or malicious damage, or vandalism to:</p> <ol style="list-style-type: none"> the vehicle a trailer up to £2,500 (if your schedule shows that you have the cover). <p>2. We will also cover the cost of replacing or repairing the vehicle's audio, navigation and entertainment equipment up to the following amounts:</p> <ol style="list-style-type: none"> unlimited for equipment fitted as original equipment by the manufacturer; or £300 for any other equipment, provided this equipment is permanently fitted to the vehicle. <p>Please see page 20 for details of how we settle claims.</p>	<ol style="list-style-type: none"> The excesses shown in the schedule; and you must pay these amounts for every incident that you claim for under this section. Loss of or damage to the vehicle caused by fire or theft. Loss of use of the vehicle. Loss of or damage to tools of trade, personal belongings, documents or goods. Wear and tear. Any storage charges unless you tell us about them and we agree in writing to pay for them. Mechanical, electrical, electronic and computer failures or breakdowns or breakages. Damage to your tyres caused by braking, punctures, cuts or bursts. Costs of importing parts or accessories and storage costs caused by delays, where the parts or accessories are not available from current stock within the geographical limits. Any amount over the cost shown in the manufacturer's latest price guide and costs for fitting, if any lost or damaged parts or accessories are not available. Loss of or damage to phone or other communication equipment. The vehicle losing value after, or because of, repairs. Loss of or damage to the vehicle resulting from deception by a person pretending to be a buyer or acting on behalf of a buyer. The vehicle being confiscated or destroyed by or under order of any government or public or local authority. Loss or damage to the vehicle caused by an inappropriate type or grade of fuel being used. Loss of or damage to any radar detectors. Loss of or damage to any audio, navigational and entertainment equipment unless this equipment is permanently fitted to the vehicle. Loss of or damage to the vehicle caused by a member of your immediate family, a person living in your home, employees or ex-employees taking the vehicle without your permission. Any damage to the vehicle caused deliberately by you or any person driving it. Any claim where the trailer is a caravan, trailer tent, vehicle transporter or trailer with plant attached.

Section B – Broken windscreen and windows

What is insured	What is not insured
<p>If the windscreen or any window in the vehicle is broken during the period of insurance, 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 or windows.</p> <p>If you phone the Claims Helpline (see page 6) and use one of our chosen glass companies, cover is unlimited.</p> <p>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>Please see page 20 for details of how we settle claims.</p>	<ol style="list-style-type: none"> 1. The excesses shown in the schedule for any claim if the glass is replaced rather than repaired. 2. Loss of use of the vehicle. 3. Costs of importing parts or accessories, and/or storage costs caused by delays, where the parts or accessories are not available from current stock within the geographical limits. 4. Any amount over the cost shown in the manufacturer's latest price guide and costs for fitting if any lost or damaged parts or accessories are not available. 5. Mechanical, electrical, electronic or computer failures or breakdowns or breakages to sun roof mechanisms. 6. Repair or replacement of any windscreen or window unless it is made of glass.

Section C – Fire and theft

What is insured	What is not insured
<ol style="list-style-type: none"> 1. We will pay for loss of or damage caused by fire, theft or attempted theft to: <ol style="list-style-type: none"> a) the vehicle b) a trailer up to £2,500 (if your schedule shows that you have the cover). 2. We will also cover the cost of replacing or repairing the vehicle's audio, navigational and entertainment equipment up to the following amounts: <ol style="list-style-type: none"> a) unlimited if the equipment is fitted as original equipment by the manufacturer, or b) £300 for any other equipment provided this equipment is permanently fitted to the vehicle. <p>Please see page 20 for details of how we settle claims.</p>	<ol style="list-style-type: none"> 1. Loss of or damage to the vehicle when no-one is in it, unless all its windows, doors, roof openings or hood are closed and locked and all keys or devices needed to lock the vehicle are with you or the person authorised to use the vehicle. 2. The excess. 3. Loss of use of the vehicle. 4. Wear and tear. 5. Mechanical, electrical, electronic and computer failures or breakdowns or breakages. 6. Any storage charges unless you tell us about them and we agree in writing to pay for them. 7. Costs of importing parts or accessories, or storage costs caused by delays, where the parts or accessories are not available from current stock within the geographical limits. 8. Any amount over the cost shown in the manufacturer's latest price guide and costs for fitting if any lost or damaged parts or accessories are not available.

Section C – Fire and theft continued

<i>What is insured</i>	<i>What is not insured</i>
	<ol style="list-style-type: none"> 9. <i>Loss of or damage to phone or other communication equipment.</i> 10. The vehicle <i>losing value after, or because of, repairs.</i> 11. <i>Loss of or damage to the vehicle resulting from deception by a person pretending to be a buyer or acting on behalf of a buyer.</i> 12. <i>Loss of or damage to the vehicle caused by a member of your immediate family, a person living in your home, employees or ex-employees taking the vehicle without your permission.</i> 13. The vehicle <i>being confiscated or destroyed by or under order of any government or public or local authority.</i> 14. <i>Loss from taking the vehicle and returning it to its legal owner.</i> 15. <i>Loss or damage to the vehicle caused by an inappropriate type or grade of fuel being used.</i> 16. <i>Loss of or damage to any radar detection equipment.</i> 17. <i>Any damage to the vehicle caused deliberately by you or any person driving it with your permission.</i> 18. <i>Loss of or damage to any audio, navigational and entertainment equipment unless this equipment is permanently fitted to the vehicle.</i> 19. <i>Any claim where the trailer is a caravan, trailer tent, vehicle transporter or trailer with plant attached.</i>

How we will settle your claim under Sections A, B or C

We will choose whether to repair the vehicle or pay you a cash amount equal to the cost of the loss or damage. If the vehicle cannot be driven because of damage that is covered under this policy, we will pay for the vehicle to be protected and taken to the nearest approved repairer. (We will not pay the cost of any transport outside the geographical limits unless we agree to do so first.)

If the vehicle is economically repairable

If the vehicle is repaired by one of our approved repairers, please see 'Repair service for an accident within the geographical limits' on page 7. You do not need to get any estimates, and repairs can begin immediately after we have authorised them. We will arrange for one of our repairers to contact you to arrange to collect the vehicle. You will be provided with a courtesy vehicle while your vehicle is being repaired. Repairs made by our approved repairers are guaranteed by them for three years. We will also pay the costs of delivering the vehicle back to your address when the damage has been repaired.

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

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

If you are registered for VAT, you must reduce your loss as far as possible by recovering VAT on the cost of repairs and replacement goods, to the extent allowed by law.

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

If the vehicle is a total loss

Once an engineer has inspected and assessed the market value of the vehicle, we will send you an offer of payment. If there is any outstanding loan on the vehicle, we may pay the finance company first. If our estimate of the market value is more than the amount you owe the finance company, we will pay you the balance.

If our estimate of the market value is less than the amount you owe the finance company, you may have to pay them the balance. Any payment we make for total loss will be after we have taken off any policy excess and any unpaid premium for this policy.

When you accept our offer for total loss, the vehicle will belong to us. You must return your certificate of motor insurance to us.

Replacement vehicle

We will not pay more than the market value of the vehicle unless:

- the loss or damage happens before the vehicle is a year old and you are its first and only registered keeper; and
- the cost of repair is valued at more than 60% of the cost of buying an identical new vehicle at the time of the loss or damage (based on the UK list price). In these circumstances, if you ask us to, we will replace the vehicle (and pay delivery charges) with a new vehicle of the same make, model and specification.

We will only do this if:

- we can buy a vehicle straight away within the geographical limits; and
- we have permission from the hire-purchase company (if this is how you bought the vehicle and you have not finished paying for it).

Section D – Medical expenses

<i>What is insured</i>	<i>What is not insured</i>
<i>If you or anyone in the vehicle is injured in an accident involving the vehicle, we will pay up to £500 in medical expenses for each injured person.</i>	

Section E – Personal belongings

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

Section F – Personal accident

<i>What is insured</i>	<i>What is not insured</i>
<ol style="list-style-type: none"> 1. If you or your husband, wife or civil partner are accidentally killed or injured while getting into, travelling in or getting out of the vehicle, we will pay the following: <ol style="list-style-type: none"> a) For death – £2,500. b) For total and permanent loss of sight in one eye – £1,500. c) For total and permanent loss (at or above the wrist or ankle) of one hand or one foot – £1,500. <p><i>We will only pay these amounts if the cause of the death or injury is an accident involving a vehicle and the death or loss happens within 3 months of the accident.</i></p> <p><i>This cover also applies to any passenger who is getting into, travelling in or getting out of the vehicle (as long as there is a passenger seat for that person).</i></p>	<ol style="list-style-type: none"> 1. No cover is provided under this section if the policy is held in the name of a corporate organisation, a company or a firm. 2. Death or injury caused by suicide or attempted suicide. 3. Death of or injury to any person convicted of driving the vehicle whilst under the influence of drink or drugs at the time of the accident. 4. Death of or injury to any person not wearing a seat belt when they have to by law. 5. More than £10,000 for any one accident. 6. More than £2,500 to any one person for any one accident. <p><i>If you, or your husband, wife or civil partner, have more than one motor insurance policy with us, we will only pay under one policy.</i></p>

Section G – Liabilities to third parties

What is insured	What is not insured
<p>We will cover legal liability for the death of or injury to any person and damage to property caused by or arising out of:</p> <ol style="list-style-type: none"> 1. You using the vehicle. 2. Goods falling from the vehicle. 3. Loading and unloading the vehicle. 4. Any person driving the vehicle with your permission (as long as your certificate of motor insurance shows that he or she is allowed to drive the vehicle). The person driving must not be excluded from driving the vehicle by any endorsement, exception or condition. 5. Any person using (but not driving) the vehicle, with your permission, for social, domestic and pleasure purposes. 6. Any passenger in, getting into or getting out of the vehicle. 7. Any single trailer, trailer-caravan or broken down vehicle while it is attached to the vehicle and if allowed by law. <p>We will also pay:</p> <ol style="list-style-type: none"> 1. <i>solicitors' fees for representation at any coroner's inquest, fatal accident inquiry or court of summary jurisdiction;</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 the vehicle for their business;</i> 4. <i>any other costs and expenses for which we have given written permission; and</i> 5. <i>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>	<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 a vehicle, trailer, trailer-caravan or broken-down vehicle covered by this policy. 5. Any amount for any one claim or series of claims arising from one event that causes loss of or damage to property while the vehicle is being used to carry dangerous goods. 6. Any loss or damage caused by loading or unloading the vehicle when it is not on a public road. 7. Any loss or damage caused by using the vehicle, or any machinery attached to it, as a tool of trade. 8. Loss of or damage to any bridge, weighbridge, viaduct, road or surface which the vehicle is being driven on, or anything under the road surface, caused by vibration or by the weight of the vehicle or its load. 9. 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. 10. Any amount over £1,000,000 for one pollution or contamination event. 11. Any amount over £2,000,000 for any one claim or series of claims arising from one event that causes loss of or damage to property. This limit includes all costs, expenses and indirect losses. <p><i>However we will provide the minimum cover needed under compulsory motor insurance legislation.</i></p>

Section H – Using your vehicle abroad – Liabilities to third parties

<i>What is insured</i>	<i>What is not insured</i>
<p>We will cover your legal liability to others while you or any driver covered by this policy are using the vehicle within the European Union and any other country which has agreed to follow Article 7(2) of the EU Directive on Insurance of Civil Liabilities arising from the use of motor vehicles (number 72/166/EEC).</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 I – Using your vehicle abroad – Damage to your vehicle

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

<i>What is insured</i>	<i>What is not insured</i>
<p>We will also provide the cover shown on your schedule while you are using the vehicle within the European Union and any other country which has agreed to follow Article 7(2) of the EU Directive on Insurance of Civil Liabilities arising from the use of motor vehicles (number 72/166/EEC).</p> <p>You do not need an International Motor Insurance Card (Green Card) for visits to these countries.</p> <p><i>The number of days covered in any one period of insurance is shown as "Foreign Use" under the "Policy Details" in your schedule.</i></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 you want to extend your policy to give the same cover to a country outside the countries referred to above, you must:</i></p> <ul style="list-style-type: none"> • <i>tell us before you leave;</i> • <i>get our written agreement to cover you in the countries involved; and</i> • <i>pay any additional premium we ask for.</i> <p><i>If we agree to your request, we will issue you with an International Motor Insurance Card (Green Card) as legal evidence of this cover.</i></p> <p>We will also pay customs duty if the vehicle is damaged and we decide not to return it after a valid claim on the policy.</p>	

Section J – No claim discount

What is insured	What is not insured
<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 claims discount will not be affected if the only claims are made for</p> <ul style="list-style-type: none"> · accidental damage caused by another vehicle (under section A – Damage to the vehicle) if · 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 vehicle, and · you provided us with the registration number and make and model of the other vehicle and if possible, the name of the driver of the vehicle, and · we confirm that the driver of the vehicle causing the damage was not insured and · the incident was 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 vehicle or that the driver of the other vehicle was not insured you may lose your no claims discount. However if subsequently we are satisfied that the accident was not the fault of the person driving your vehicle or that the driver of the other vehicle 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 sunroof (under Section B – Broken windscreen and windows). 	

Section K – No claim discount protection

<i>What is insured</i>	<i>What is not insured</i>
<p>You will not lose any of your no-claim discount as long as:</p> <p>a) you do not make more than two claims in any period of three years; and</p> <p>b) you have paid any extra premium we ask for.</p> <p><i>After a second claim is made in any three-year period, this policy section will be removed.</i></p> <p><i>You may have to pay a higher premium or excess if you make any claims.</i></p>	

Section L – Replacement locks

<i>What is insured</i>	<i>What is not insured</i>
<p>We cover theft of any device up to £1,500 used for starting the vehicle or using its locks or immobiliser. We will settle any claim by paying to reprogramme or replace the appropriate locks or locking mechanism of the vehicle.</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 the vehicle or using its locks or immobiliser 3. Theft of any device for starting the vehicle or using it's locks or immobiliser when they are: <ol style="list-style-type: none"> a) left in, or in the vicinity of the vehicle and the vehicle 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, a person living in your home or your employee.

Policy exclusions

1. **We will not cover claims arising directly or indirectly from any of the following:**
 - a) **The vehicle** being driven by someone who is not described in your certificate of motor insurance as entitled to drive.
 - b) **The vehicle** being driven, with your permission, by anyone who you know does not hold a 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.
 - c) **The vehicle** being driven by someone who does not meet all the conditions of their driving licence.
 - d) **The vehicle** being used for a purpose that is not shown as covered in your certificate of motor insurance.
 - e) **The vehicle** being kept or used in an unsafe or unroadworthy condition (you may be asked to show **the vehicle** was regularly maintained and kept in a good condition).
 - f) **The vehicle** being kept or used without a current MOT certificate where one is needed.
 - g) **The vehicle** being used to carry passengers or goods in a way likely to affect the safe driving and control of **the vehicle** or being used to carry dangerous loads.
 - h) Any liability, loss or damage caused by explosion, sparks or ashes from **the vehicle**, or from any trailer or machinery attached to, or detached from, it.
 - i) Racing of any description or being used in any contest, competition, rally or speed trial (apart from treasure hunts).

However, loss of or damage to **the vehicle** is covered while **the vehicle** is with a member of the motor trade for servicing or repair.
2. If you receive any payment for giving people lifts in **the vehicle**, the policy is not valid if:
 - a) **the vehicle** is made or altered to carry more than eight people including the driver;
 - b) you are carrying the passengers as part of a business of carrying passengers; or
 - c) you are making a profit from the payments you receive.
3. **We will not pay claims arising directly or indirectly from any of the following:**
 - a) Ionising radiation or radioactive contamination from any nuclear fuel or any nuclear waste arising from burning nuclear fuel.
 - b) The radioactive, poisonous, explosive or other dangerous properties of any explosive nuclear equipment or part of that equipment.
 - c) Pressure waves caused by aircraft (and other flying objects) travelling at or above the speed of sound.
 - d) War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, insurrection or military or usurped power.
 - e) Acts of **Terrorism**.

4. *We will not pay for claims arising directly or indirectly from earthquakes, riots or civil disturbances outside Great Britain, the Isle of Man or the Channel Islands, except under section G.*
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 judgment is given in a foreign court because **the vehicle** was used in that country and **we** have agreed to cover it there.*
7. *We will not pay claims arising directly or indirectly from any vehicle being in a place used for aircraft taking off, landing, parking or moving, 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.*

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

Policy conditions

1. How to claim

Please phone our Claims Helpline as soon as possible to report the claim. The Claims Helpline number can be found on the cover of this policy booklet.

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 that might be covered under this policy.

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 valid claim is covered under any other insurance policy, we will only pay our share of the claim.

5. Reasonable precautions

Anyone covered by this policy must take all reasonable steps they can to protect the vehicle, and anything in or attached to it, against loss or damage. (This includes making sure that the vehicle has all its windows, doors, roof openings or hood closed and locked, and all keys or devices needed to lock the vehicle are with you or the person authorised to use the vehicle when no-one is in it.) The vehicle must be kept in good working order. We may examine the vehicle 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 in 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.

8. Cancelling your policy

a) 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 phoning us and cancellation can take effect immediately or from a later date, although it cannot be backdated to any earlier date. Your money will be refunded in full, however if we have paid a claim during this 14 day period no refund will be given. 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.

b) After the 14-day period **you** can cancel this policy by phoning **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 a percentage of the premium in proportion to the period of insurance left unused

If **we** have paid for the total loss of **the vehicle**, **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 **the vehicle**, **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.

c) **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 DVANI. **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 a percentage of the premium in proportion to the period of insurance left unused.

9. Changes you must tell us about

You must tell us about any changes to the information set out in the statement of insurance, certificate of motor insurance or on your schedule. You must also tell us about the following changes.

- a) **You sell the vehicle**, change the vehicle or its registration number, or **you** get another vehicle.
- b) There is any change of driver
- c) Anyone who drives **the vehicle** receives a motoring conviction (driving licence endorsement, fixed penalty or pending prosecutions for any motoring offences).
- d) Anyone who drives the vehicle develops a health condition, which requires notification to the DVLA.
- e) **You** change the purpose the vehicle is used for.
- f) Anyone who drives **the vehicle** changes job, starts a new job, including part-time work or stops work.
- g) **The vehicle** is changed from the manufacturer's original specification. This would include:
 - Changes to the bodywork
 - 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
 - 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 manufacturer's standard specification must be disclosed.

- h) You take the vehicle abroad.*
- i) You change your address or the address where you keep the vehicle overnight.*
- j) Anyone who drives the vehicle passes their driving test or has their driving licence revoked.*
- k) Anyone who drives the vehicle receives a non-motoring conviction which is not considered spent.*
- l) The vehicle is involved in an accident or fire, or someone steals, damages or tries to break into it.*
- m) Anyone who drives the vehicle is involved in any accident or has a vehicle damaged or stolen.*
- n) There is any change to your estimated annual mileage.*
- o) Anyone who drives the vehicle has had insurance refused, cancelled or had special terms applied.*
- p) There is a change of main user of the vehicle.*

If you are in any doubt please ask.

If the information provided by you is not complete and accurate:

- we may cancel your policy and refuse to pay any claim, or*
- we may not pay any claim in full, or*
- we may revise the premium and/or change the compulsory excess, or the extent of the cover may be affected.*

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 Belgian National Bank 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 us on 0845 293 9460. 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>
IMPORTANT	<p>AXA Assistance will provide you with assistance by arranging key or lock, repair or replacement, or onward transportation as appropriate.</p> <p>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.</p> <p>Providing assistance is a service only and does not pre-qualify your claim for reimbursement of costs. Direct Group will validate your claim and reimburse you for costs you have met following any of the Insured Incidents detailed below. 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</p>

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

1. Theft or loss of your keys

*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.*

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 and 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 of 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

This insurance cover shall automatically terminate immediately upon the first to occur of the following:

- *the expiry of the **period of insurance**.*
- *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.*
- *cancellation of **your Commercial Motor Insurance** policy by **you** or **us**.*
- *If **you** do not pay the premium.*

Cancelling this Policy

***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 Insurance Europe, Prospect House, Gordon Banks Drive, Trentham Lakes North, Stoke-on-Trent, ST4 4TW or telephone 0845 293 9460 (all calls are recorded for training, compliance and claims 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. 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;*

- *if you fail to make payment of premiums;*
- *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;*
- *you make or try to make a fraudulent claim under your policy;*
- *you are abusive or threatening towards our staff;*
- *you repeatedly or seriously break the terms of this policy or;*
- *if you otherwise cease to comply with the terms and conditions of this policy in any significant respect.*

*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)*

Changing Your Address

*If **you** change **your** address from the one stated on **your policy schedule** **you** must write to Aioi Nissay Dowa Insurance Europe, Prospect House, Gordon Banks Drive, Trentham Lakes North, Stoke-on-Trent, ST4 4TW, alternatively telephone 0845 293 9460. All calls are recorded for training, compliance claims and counter fraud purposes.*

Law

The law that applies to this insurance policy is English Law.

Fraud

All cover under this insurance is forfeited if a fraudulent claim is made.

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 13 for further details.

Aioi Nissay Dowa Insurance Europe

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. A member of the MS&AD Insurance Group.