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## Policy Wording

**Southern Rock Insurance**

Please keep this wording safe



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# Contract of Insurance

## Introduction

This Policy is a contract between Us and You, the Policyholder.

In return for You paying or agreeing to pay the premium, We will provide cover, subject to the Terms, Exceptions, Exclusions, Conditions and Endorsements contained in or endorsed upon this Policy for the cover shown in Your Motor Insurance Schedule for accident, injury, loss or damage that happens during the Period of Insurance shown on Your Certificate of Motor Insurance and within the Territorial Limits.

This contract of insurance is based on the answers and any other information You gave Us when taking out cover that is confirmed in the Private Car Statement of Insurance. It is an offence under the Road Traffic Act to make a false statement or withhold information for the purposes of obtaining Motor Insurance. You are required by the Consumer Insurance (Disclosure and Representations) Act 2012 to take reasonable care to answer all questions asked honestly, accurately and to the best of Your knowledge and that any other information given either verbally or in writing by You, or on Your behalf, at the time You applied for insurance is also complete. Failure to supply accurate and complete answers may mean Your Policy is invalid and that it does not operate in the event of a claim.

Your Car insurance contract is made up of the following documents, which should be read together:

- This Insurance Policy Document
- The Motor Insurance Schedule
- The Certificate of Motor Insurance
- The Statement of Insurance

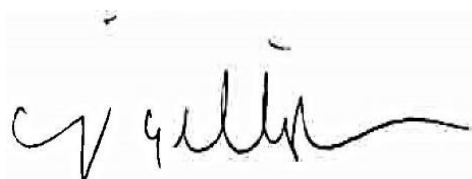
Please carefully read all the documents that form Your contract of insurance and make sure that the insurance meets with Your requirements.

You must inform Your Broker immediately either by email [talk2us@vavista.com](mailto:talk2us@vavista.com) at or by calling 0344 776 8382 if any of the details are incorrect or if You have any concerns with this Car Policy, or You do not understand it or any Terms or Conditions contained in it. Please keep all Your documents in a safe place. If, at any stage You would like to receive a new copy of Your Policy document, please view or download by clicking on 'Policy Documents' from the Vavista website; [www.vavista.com](http://www.vavista.com)

Your Car insurance is underwritten by:

Southern Rock Insurance Company Limited.

If, for any reason, Southern Rock Insurance Company Limited is unable to fulfil all or part of its responsibility to You under Your Policy, You may be entitled to compensation from the Financial Services Compensation Scheme (FSCS). Further information about Your insurer and the compensation scheme arrangements can be found under the general information section of this document.



Christopher Gillighan  
Managing Director

## Your Cancellation Rights - Cooling Off Period

You have the right to cancel this contract of insurance without giving any reason, within 14 days of receiving the Policy documents or the start date of the Policy, whichever is later.

If You exercise Your right to cancel during this initial period of cover, You will be entitled to a refund of premium paid provided cover has not yet commenced, that You have not made a claim, or a claim having been made against You. If cover has commenced, Your refund will be subject to a deduction for the time You have been covered and for any costs incurred in issuing the Policy. All administration fees and charges are detailed fully in the Broker's Terms of Business.

## How to Make a Claim

### Claims Helpline Number

0344 840 9537

### Notification

To make a claim, or to report an incident which may result in a claim, call the 24 hour Claims Helpline on 0344 840 9537. Lines are open 365 days a year. Please note that You must report all incidents to Us, within 24 hours of the incident, ideally within the first hour. This is regardless of whether You wish to make a claim under the Policy or not. Delay in notification of an incident to Us may invalidate Your right to claim. When You call, please have ready Your current Certificate of Motor Insurance, details of the driver if other than yourself, Your Car, and details of the incident itself. If Your claim is due to Theft, attempted Theft or vandalism You must also inform the police and obtain a crime reference number. Our operators will take down full details of the incident. Our operators will also provide every assistance to ensure the least inconvenience to You, and through the use of the extensive Approved Repairer network, can ensure (if Your cover is relevant) a fast and efficient repair.

### If You Have an Accident

Regardless of blame it is important that You take the following action:

#### Stop:

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

#### Sketch:

Make a quick sketch of the direction and final position of each vehicle (it is worth keeping a pen and paper in Your Car). If You have a dashboard camera, ensure you save any footage it has recorded.

#### Note Down:

You will need to make a note of:

- The vehicle registration number, name, address and telephone number of any other drivers involved in the accident.
- The number of passengers in each vehicle.
- The name and address of anyone who is injured (or suggesting they have been injured).
- The name, address and telephone number of any witnesses to the accident.
- The name, telephone number and constabulary of any police officer who attends the accident.

#### Take a Photo:

If You have a mobile phone with You that is fitted with a camera, try and take photographs to support the positions of the vehicles and the extent of damage.

#### Provide:

You must give Your own details to anyone who has reasonable grounds for requesting them.

#### DO NOT:

Do not admit responsibility, either verbally or in writing, or offer to make any payment. Instead, ask any other person involved in the accident to contact Us on the 24 hour claims helpline number above. By getting the other person(s) involved in the accident to ring the 24 hour helpline, You will give him/ her the opportunity of obtaining Our assistance in progressing repairs.

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

We will deal with Your claim and claims made against You, as quickly and fairly as possible. Please read the General Conditions in this Policy document. For Our joint protection, telephone calls may be recorded and monitored by Us.

### Windscreen Claims Notification

To make a claim, please contact the Glass Helpline on 01904 238 277 to arrange for replacement or repair of Your windscreen or windows. Windscreen and Glass Cover is set out in Section 9. of the Policy. Please ensure You have the relevant cover before claiming.

## Definitions of Terms

Whenever the following words or phrases appear and start with a capital letter, they will have the meanings as described below.

### Accessory / Accessories

Any permanently fitted standard parts, products or equipment specifically designed to be fitted to Your Car. Some accessories may be classed as modifications therefore You must notify Us of any alterations that are made to Your Car as soon as they occur.

### Approved Repairer

A motor vehicle repairer that is a member of Our Approved Repairer network and is authorised by Us or Our representative to repair Your Car following a valid claim under Section 1 of this insurance.

### Certificate of Motor Insurance

The Certificate of Motor Insurance shows the car We are insuring, who may drive Your Car, what the car may be used for and the Period of Insurance.

### Endorsement(s)

An extra or alternative wording that changes the Terms of Your Policy. The Endorsements, which may apply are contained within Your Policy document and shown in Your Motor Insurance Schedule.

### Excess(es)

The amount You must pay towards each claim You make under this Policy. The Excess is the first part of any payment of a claim. The amount of the Excess is shown in the Motor Insurance Schedule.

### Fire

Fire, self-ignition, lightning and explosion.

### Great Britain

England, Scotland and Wales.

### Indemnity (Indemnified / Indemnify)

A legal principle which ensures that You are placed as near as possible in the same position after a loss, as You occupied immediately before the loss, by providing compensation for the losses and liabilities.

### Key(s)

Any Key, device or code used to secure, gain access to, and allow Your Car to be started or driven.

### Market Value

The retail market value based on that listed in the current Glasses Guide for purchasing, or replacing, the insured vehicle with one of the same make, model, age, trim level, recorded mileage and being in a similar condition. Glasses Guide is a motor trade publication recognised and used extensively throughout the motor vehicle industry to value new/used vehicles. Where Glasses Guide is not available or there is a dispute over valuation with Your insurer, We will consider alternative equivalent motor trade publications such as CAP (CAP Motor Research Ltd) or Parkers Guide.

### Motor Insurance Schedule

The Motor Insurance Schedule should be read in conjunction with the Policy. It provides details of Your Car, cover, Endorsements, premium and any Excess that may apply to Your Policy.

### Partner

Your husband, wife, civil partner (as defined in the Civil Partnership Act 2004) or someone who You are living with in a long term permanent relationship as if You are married to them.

### Period of Insurance

The period of time covered by this Policy as shown in the Motor Insurance Schedule.

### Personal Belongings

Personal Belongings include but are not limited to clothing, handbags, wallets, briefcases, luggage, mobile telephones, portable media devices, computers, tablets, watches, documents and sports equipment.

### Policy

This Policy document, the Motor Insurance Schedule, Private Car Statement of Insurance and Certificate of Motor Insurance.

### Statement of Insurance

A record of the information You gave Us, including information given on Your behalf and verbal information You give.

### Terms

All Terms, exclusions, conditions and limits which apply to Your Policy.

### Territorial Limits

United Kingdom and the Isle of Man.

### Terrorism

Terrorism as defined in Part 1 of the UK Terrorism Act 2000 or successors thereto. In territories other than the United Kingdom the definition contained in the UK Terrorism Act 2000 or its successors will be deemed to be the applicable definition.

### Theft

Theft or attempted theft or the taking of Your Car without permission with the intention of permanently depriving you of Your Car.

### Track Day

When Your Car is driven on a racing track, on an airfield or at an off road event.

### Trailer

Any drawbar trailer, semi-trailer, horsebox, caravan or car which is towed by Your Car.

### United Kingdom

Great Britain and Northern Ireland.

### We / Us / Our

Southern Rock Insurance Company Limited.

### You / Your

The person or persons named in Your Motor Insurance Schedule, Statement of Insurance and Certificate of Motor Insurance.

### Young and / or Inexperienced Driver

Any driver under the age of 25 or any driver 25 years of age and over but not holding a Full UK/EU licence for 12 months or more.

### Your Car

Any motor car for which You have a current Certificate of Motor Insurance which includes the registration mark of that car insured under this Policy.

## Policy Cover Index

Policy Cover	Comprehensive	Third Party Fire and Theft	Third Party Only
Section 1. Loss of or damage to Your Car	✓	✓*	X
Section 2. Liability to Third Parties	✓	✓	✓
Section 3. Medical Expenses	✓	X	X
Section 4. Emergency Medical Treatment	✓	✓	✓
Section 5. No Claims Discount	✓	✓	✓
Section 6. Foreign Travel	✓	✓	✓
Section 7. Servicing or Repair	✓	✓	✓
Section 8. Personal Belongings	✓	X	X
Section 9. Windscreen and Glass Cover	✓	Optional**	Optional**
Section 10. Personal Accident	✓	X	X

\* Section 1 only applies to Third Party Fire and Theft policies for loss or damage caused directly by Fire or Theft.

\*\* Section 9 is only applicable for Third Party Fire and Theft and Third Party Only policies if You have purchased this as an optional extra and it is shown on Your Motor Insurance Schedule.

## Section 1. Loss of or damage to Your Car

### Loss of or damage to Your Car or Accessories

In the event of loss or damage to Your Car or Accessories resulting from Accident, Fire or Theft We will either:

- Repair the damage
- Replace what is lost or damaged beyond economical repair
- Pay the cost of the loss or damage

We can choose which of these actions We will take for any claim We accept.

The most We will pay is the Market Value of Your Car and attached Accessories at the time of the loss or damage (subject to the limits applicable to in-car entertainment, communication and navigation equipment as shown below). If, to Our knowledge, Your Car is subject to a hire purchase or leasing agreement, any payment will be made to the owner described in that agreement and any balance of the agreed settlement sum will then be paid to You, resulting in full and final discharge by Us. In the event that Your Car is deemed a total loss or has been stolen and not recovered, We will allow you 14 days after the date we have settled Your claim to change the vehicle insured under Your Policy. If after 14 days You have not changed the vehicle, Your Policy will be cancelled.

If a replacement for any damaged Accessory or part of Your Car is not available We will pay the value of the Accessory or part at the time of the loss. We will not pay more than the manufacturer's last quoted list price in the United Kingdom for the Accessory or part. If such list is not available the most We will pay is the manufacturer's last quoted list price in the United Kingdom for an equivalent Accessory or part. We will not be responsible for additional storage costs caused by the unavailability of an Accessory or part nor the cost of importation of any Accessory or part into the Territorial Limits.

If You advise Us when reporting an accident to the Claims Helpline that Your Car cannot be driven because of the loss or damage covered under this Policy, We will arrange and pay for the cost of protecting Your Car and taking it to the nearest competent repairer. We will also pay for transport to get the driver and passengers home or to their original destination or;

- Overnight accommodation for the driver and passengers up to a maximum of £150 in total.
- Refund the cost of public transport for the driver and passengers to reach the end of their journey, subject to a maximum of £150. You will need to produce receipts in order to claim for this. If Your Car is stolen and not recovered, arrangements will be made to provide alternative transport up to a total value of £150 in order to complete the journey.

After Your Car has been repaired, We will arrange and pay for the cost of delivering it to Your address in the United Kingdom. You are of course permitted to use Your own repairer but You will need to submit two repair estimates to Us for authorisation, which may delay the progress of Your claim. We will retain the right to the salvage of Your Car following a total loss for disposal in accordance with the Association of British Insurers' code of practice.

### Repair Guarantee

If Your Car is repaired by one of Our Approved Repairers, any works done on Your Car will be guaranteed for 5 years and any parts fitted are guaranteed as per the manufacturer's parts guarantee throughout the time that You own Your Car.

### Courtesy Car

If Your Car is repaired by one of Our Approved Repairers, you will be supplied with a small manual hatchback car while Your Car is being repaired, subject to availability.

### New Car Cover

If Your Car is less than 12 months old and You are the first and only registered keeper and legal owner, We will replace it with a new one of the same make and model if it is stolen and not recovered within 28 days, or suffers damage covered by this section and the cost of repairing it will be more than 50% of the manufacturer's last UK list price (including taxes). If a replacement car of the same make and model is not available, we reserve the right to settle your claim on the basis of the Market Value of Your Car at the time of the loss.

### In-Car Entertainment, Communication and Navigation Equipment

This section will cover the loss of or damage to permanently fitted; radios, cassette, compact disc or DVD players, telephones, CB radios and visual navigation equipment in direct connection with loss or damage to Your Car and is limited to the amounts shown below upon any one occasion:

Comprehensive: Unlimited

Third Party Fire and Theft: £100

The cover levels shown are prior to deduction of the applicable Policy Excess. Portable items that can function independently of Your Car such as radar detection equipment, personal digital assistants or portable GPS navigators, cassette tapes, compact discs, DVDs, Dashboard-cameras, MP3 Players, DVD Players or any form of Tablets are not covered under this section.

### Excess (es) / Endorsement(s)

For full details of any Excess (es)/Endorsement(s) which may apply to a particular claim, please refer to Your Motor Insurance Schedule. Excesses will be increased if Your Car is driven by or is in the charge of a Young and/or Inexperienced Drivers (see below).

### Young / Inexperienced Drivers

The standard Policy Excess is stated on Your Motor Insurance Schedule. If Your Car or any of its Accessories or spare parts are damaged whilst Your Car is being driven by, or in the charge of a person who is a Young and/or Inexperienced Driver, You will have to pay the additional Excess shown below towards any claim.

Additional Excess	
Inexperienced Driver aged 25yrs and over	£150
Young Driver aged 21-24yrs (Inclusive)	£200
Young Driver 17-20yrs (Inclusive)	£300



## Exclusions to Section 1 of Your Policy

We will not pay for any of the following:

1. Depreciation, wear and tear, mechanical, electrical and electronic breakdowns or failures, or equipment or computer malfunctions.
2. Loss of use or value of Your Car.
3. Damage to tyres by application of brakes or by punctures, cuts or bursts.
4. Loss where property is obtained or attempted to be obtained by any person using any form of payment which proves to be counterfeit, false, fraudulent, invalid, un-collectable, irrecoverable or irredeemable for any reason.
5. Loss resulting from repossession of Your Car or restitution to its rightful owner.
6. Loss or damage to Your Car arising from it being taken by, or driven by, a person who was not an insured driver under the Policy, but was a member of Your family or household or any other person known to You, unless You can prove that the person intended to permanently deprive You of Your Car and You have actively assisted in the prosecution of the person(s).
7. Loss of or damage to Your Car or Accessories, whilst Your Car is left unattended, arising from Theft, attempted Theft, malicious damage or vandalism when:
  - the ignition keys have been left in or on Your Car; or
  - Your Car has not been secured by means of door and boot lock; or
  - any window or any form of sliding or removable roof or hood have been left open or unlocked; or
  - Your Car is fitted with a manufacturer's standard security device and the device is not operational or is not in use.
8. Any increase in damage as a result of Your Car being moved under its own power following an accident, Fire or Theft, unless Your Car is causing an obstruction.
9. Damage caused by frost or freezing.
10. That part of the cost of any repair or replacement which improves Your Car beyond its condition immediately before the loss or damage occurred.
11. Loss or damage arising from any intentional damage to any property or the death of, or injury to any person caused by or incurred with the consent or connivance of the insured or arising out of the deliberate use of Your Car:
  - To cause damage to other vehicles or property; and/or
  - To cause injury to any person and/or to put any person(s) in fear of injury.
12. Any loss or damage whilst You, anyone insured under Your Policy, or anyone You give authority to, undertakes any form of repairs or improvements to Your Car who is not qualified to do so.
13. Loss or Theft of keys or similar device, remote controls or security devices and in any of these events the replacement of locks.
14. Loss or damage to any Trailer or caravan whether or not it is being towed by or attached to Your Car.
15. Loss or damage caused by an inappropriate type or grade of fuel being used.
16. Any amount above the cost of any parts or Accessories according to the manufacturer's last published list price plus the industry standard cost of fitting.
17. Any loss or damage whilst being parked by an employee of a hotel or restaurant or car parking service.
18. Loss of or damage to Your Car arising from confiscation or requisition or destruction by or under order of any Government or Public or Local Authority.
19. Loss of or damage to Accessories and spare parts by Theft if Your Car is not stolen at the same time.
20. Loss or damage to Your Car through deception by someone who claims to be a buyer.
21. Any storage charges unless You tell Us about them and We agree in writing to pay for them.
22. Any loss of any kind directly or indirectly arising from the provision of, or delay in providing, the services to which this Policy relates, unless negligence on Our part can be demonstrated. An example of this would be the loss of wages as a result of an insured incident.
23. Any loss or damage up to the amount of the Excess that appears in Your Motor Insurance Schedule or elsewhere in this Policy document.
24. Loss or damage arising whilst Your Car is being driven by, or in the charge of, a driver described on Your Certificate of Motor Insurance as an insured driver, or any other person who is:
  - Driving with an alcohol level in excess of the legal limit; or
  - Driving while unfit through drink or drugs; whether prescribed or otherwise; or
  - Failing to provide a blood, urine or breath specimen when required to do so, without lawful reason.
25. Loss or damage if Your Car is used on the Nurburgring Nordschleife, or for racing formally or informally against another motorist, pace-making, competitions, rallies, Track Days, trials or tests, speed trials or speed tests, either on a road, track, or at an off-road 4x4 event.
26. Loss or damage if Your Car is being driven by someone who does not hold a valid, or has a suspended or revoked Driving Licence or someone who is driving outside of the conditions of their licence.
27. Loss or damage if at the time of an incident, regardless of type, be that accident, Fire, malicious damage or Theft, Your Car is used in an unsafe or unroadworthy condition or, where such regulations require, does not have a current M.O.T certificate (You may be asked to provide details to show that Your Car was regularly maintained and kept in a good condition).

## Section 2. Liability to Third Parties

It is not intended that The Contracts (Rights of Third Parties) Act 1999 gives anyone else any rights under this Policy including the right to enforce any part of it.

### Cover Provided for You

- This Policy covers You for all You legally have to pay for the death of or personal injury to any person as a result of an incident involving Your Car.
- Damage to any property as a result of an incident involving Your Car for up to £20,000,000 and for costs and expenses incurred up to £5,000,000. This cover applies to any one event or series of incidents resulting from one event.

### Driving Other Cars

Driving other cars is not provided on this policy under any terms.

### Cover provided for Other People

We will give the following people the same insurance cover We give You:

- Anyone You allow to drive Your Car who is named to drive it under the Certificate of Motor Insurance and is not excluded by an Endorsement.
- Anyone You allow to use, but not drive, Your Car for social, domestic and pleasure purposes.
- Any passenger travelling in or getting in or out of Your Car.

### Your Legally Appointed Representatives

If anyone insured under this Policy becomes deceased, We will transfer the protection We provide under this Policy to Your legal personal representatives.

### Legal Fees and Expenses

If We give Our prior written agreement, We will pay the fees of the legal representatives We instruct to:

- a. Represent anyone insured under this Policy at any Coroner's Inquest or Fatal Accident Inquiry and to defend proceedings in a Court of Summary Jurisdiction for any incident which might give rise to a claim under part (b) below.
- b. Defend anyone insured under this Policy if legal proceedings are taken against that person for manslaughter or causing death by reckless driving.

This cover for legal fees and expenses only applies if:

- You ask Us to provide the cover and We agree in writing to provide it.
- The death or deaths giving rise to the proceedings are caused by an incident covered by this Policy.
- The event causing the deaths must have happened within the Territorial Limits.

### Exclusions to Section 2 of Your Policy

The cover under this section will not apply

1. Unless the person driving holds a licence to drive such a car, and has held a licence to drive such a car at the time of the incident giving rise to the claim, and is not disqualified from holding or obtaining such a licence except when Your Car is being driven and a licence is not required by law.
2. To anyone who is not driving Your Car if that person knows that the driver has never held a licence to drive it or does not hold a valid licence to drive or is disqualified from holding or obtaining such a licence at the time of the incident giving rise to the claim.
3. To Indemnify any person:
  - if such person is entitled to Indemnity under any other Policy.
4. Unless he/she shall observe, fulfil and be subject to the Terms, Exclusions, Conditions and Endorsements of this Policy in so far as they can apply.
5. In respect of death of or bodily injury to any person in the employment of the person claiming to be Indemnified arising out of and in the course of such employment except as required by any relevant road traffic legislation.
6. Except for liabilities incurred under any relevant Road Traffic Legislation:
  - death or bodily injury to the person driving or in charge of Your Car
  - legal liability when a Trailer is being towed for profit
  - damage to Your own Car
  - any claim resulting from carrying, preparing, selling or supplying of any goods by You or on Your behalf.

7. In respect of damage to any Car in connection with which Indemnity is provided by this section.
8. For loss or damage to property belonging to or in the custody or control of any person insured under this part of the Policy.
9. To Indemnify any person involved in an accident following which You, a driver described on Your Certificate of Motor Insurance as an insured driver, or any other person are:
  - Driving with an alcohol level in excess of the legal limit;
  - Driving while unfit through drink or drugs; whether prescribed or otherwise
  - Failing to provide a blood, urine or breath specimen when required to do so, without lawful reason
10. To Indemnify any intentional damage to any property or the death of or injury to any person caused by or incurred with the consent or connivance of the insured. Any liability whatsoever arising out of the deliberate use of Your Car:
  - to cause damage to other vehicles or property; and/or
  - to cause injury to any person and/or to put any person(s) in fear of injury
11. To Indemnify any person involved in an accident where the car insured is used on the Nurburgring Nordschleife, or for racing formally or informally against another motorist, pace-making, competitions, rallies, Track Days, trials or tests, speed trials or speed tests, either on a road, track, or at an off-road 4x4 event.
12. To any liability, injury, loss or damage resulting from anything sold, transported or supplied by You or on Your behalf.

## Section 3. Medical Expenses

If You, Your driver or any of Your passengers are injured in an incident involving Your Car, We will pay medical expenses of up to £100 for each insured person.

## Section 4. Emergency Medical Treatment

We will pay the NHS their cost in providing You with any Emergency Medical Treatment that they are entitled to recover under the Road Traffic Act 1988. If this is the only payment We make, it will not affect Your No Claims Discount.

## Section 5. No Claims Discount

We may reduce the premium You pay when You renew Your Policy subject to no payments being made for any claims which occurred within the current Period of Insurance. If You do not have any claims during the current period of insurance, We will increase Your existing no claims discount entitlement by 1 year up to a maximum of 9 years, whether Your no claims discount is protected or not.

In the event of a claim, an unprotected discount will be reduced in accordance with Our scale shown below, applicable at such time regardless of which vehicle was involved. We reserve the right to retain proof of Your no claims entitlement until all payments due have been made.

NCD (years) at the start of Your current Period of Insurance	NCD (years) 1 claim	NCD (years) 2 claims	NCD (years) 3 or more claims
0	0	0	0
1	0	0	0
2	0	0	0
3	1	0	0
4	2	0	0
5	3	1	0
6	4	2	0
7	5	3	0
8	6	4	0
9+	7	5	0

### No Claims Discount Protection

If You have selected this protection and it is shown on Your Motor Insurance Schedule, any discount entitlement shall be maintained provided that no more than two claims have arisen in any five consecutive years.

In the event of a claim during the Period of Insurance, Your current protected no claims discount entitlement will be reduced in accordance with Our scale shown below, applicable at such time regardless of which vehicle was involved. We reserve the right to retain proof of Your no claims entitlement until all payments due have been made.

No Claims Discount Protection Step Back Rules					
NCD (years) at the start of Your current Period of Insurance	NCD (years) with 1 claim in 5 years prior to Renewal Date	NCD (years) with 2 claims in 5 years prior to Renewal Date	NCD (years) with 3 claims in 5 years prior to Renewal Date	NCD (years) with 4 claims in 5 years prior to Renewal Date	NCD (years) with 5 or more claims in 5 years prior to Renewal Date
4	4	4	2	0	0
5	5	5	3	1	0
6	6	6	4	2	0
7	7	7	5	3	0
8	8	8	6	4	0
9	9	9	7	5	0

### No Claims Discount Step Back Rules at Cancellation

In the event of Your Policy being cancelled during the Period of Insurance, either by Us or by You, Your no claims discount entitlement will be calculated using the applicable no claims discount scale shown above. We reserve the right to issue zero no claims discount entitlement if the no claims discount provided by You, or Your previous Insurer, cannot be verified.

### No Claim Discount - Uninsured Driver Promise

If You have comprehensive cover and You make a claim where the driver of the other vehicle involved in the accident is found to be uninsured, You will not have to pay Your excess or lose any part of Your no claims discount (NCD) as long as:

- You are able to provide the make, model and vehicle registration number of the other vehicle involved;
- We can establish that You or a driver described on Your Certificate of Motor Insurance as an insured driver were not at fault in any way for the accident.

When You first claim, You may have to pay Your Excess and Your no claims discount may be affected. However, once we have established that You were not at fault in any way and the driver of the other vehicle was uninsured, Your Excess will be refunded and no claims discount restored.

## Section 6. Foreign Travel

### European Union Compulsory Insurance

In compliance with European Union (EU) directives the insurance provided by this Policy will allow the minimum cover required to use Your Car in:

- Any country which is a member of the European Union.
- Any country which the Commission of the EU is satisfied has made arrangements to meet the requirements of Article 7.2 of the EU directive of Civil Liabilities arising from the use of Motor Vehicles.

Countries include:

Andorra, Austria, Belgium, Bulgaria, Croatia, Cyprus, the Czech Republic, Denmark, Estonia, Finland, France (including Monaco), Germany, Gibraltar, Greece, Hungary, Iceland, Italy (including San Marino and the Vatican City), Latvia, Lithuania, Luxembourg, Malta, the Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, Slovakia, Slovenia, Spain, Sweden, Switzerland (including Liechtenstein) and The Channel Islands.

### Foreign Use

In addition to this minimum cover the insurance provides the cover shown in Your Motor Insurance Schedule in any country referred to above, subject to Your permanent place of residence being within the Territorial Limits.

**Note: This extension is provided for the purpose of social, domestic and pleasure travel only.**

Cover under this section includes:

- Cover for up to 90 days providing Your Car is taxed and registered within the United Kingdom.
- Transit by sea or rail in or between countries referred to above.
- If Your Car is not fit to drive and is in or between countries referred to above and providing You have loss or damage covered under this Policy and We agree beforehand, We will reimburse you for any customs duty You may have to pay.

### International Motor Insurance Card (Green Card)

All countries mentioned above under European Union Compulsory Insurance have agreed that a Green Card is no longer necessary for cross border travel. Your Policy, Motor Insurance Schedule and Certificate of Motor Insurance will therefore provide sufficient evidence that You are complying with the laws relating to compulsory motor insurance in any of these countries that You visit. Therefore you should carry these documents with you when travelling in the countries mentioned above. There is no automatic cover other than for the countries listed under European Union Compulsory Insurance above.

### Exclusions to Section 6

The following is not covered:

1. If Your Certificate of Motor Insurance allows You to drive any other Car, that cover does not apply outside of the Territorial Limits; Section 6 applies only to Your Car.
2. Any loss, damage or liability when Your Car is taken outside of the Territorial Limits for any reason other than a temporary visit for social, domestic and pleasure purposes.
3. Any loss, damage or liability if Your permanent place of residence is not within the Territorial Limits.

## Section 7. Servicing or Repair

Your cover will continue to apply to Your Car when it is in the possession of the motor trade for overhaul, upkeep, service or repair unless any other insurance operates. At these times the driving and usage limitations set out in Your Certificate of Motor Insurance will not apply, providing the car is being driven or worked on only by a motor trader or their employees.

## Section 8. Personal Belongings

For any one incident, We will pay up to a maximum of £150 for loss or damage to Personal Belongings carried in or on Your Car caused by Fire, Theft or accidental means.

### Additional Benefit

We will also cover the cost of fully replacing children’s car seats and booster seats if Your Car is involved in an incident, damaged by Fire or Theft, or stolen and not recovered, even if there is no apparent damage.

The insurer will provide cover for Theft of Key(s), up to a maximum of £1,000 per period of insurance.

### Exclusions to Section 8

We shall not be liable for loss of or damage to the contents of Your Car including but not limited to:

1. Money, stamps, tickets, documents, securities, lottery tickets, raffle tickets, promotional vouchers or Air Miles vouchers.
2. Goods, tools or samples carried in connection with any trade or profession.
3. Property that is covered under any other policy.
4. Theft of Personal Belongings if carried in an open top or convertible car unless contained in a locked boot.
5. Loss of or damage to Personal Belongings arising from Theft while the ignition key or similar device has not been removed or all doors, windows and other openings have not been closed and locked whilst Your Car is left unattended.

## Section 9. Windscreen and Glass Cover

We will pay for a broken or damaged windscreen or windows in Your Car and scratching of the bodywork caused by them breaking. Furthermore, if your vehicle is fitted with an Advanced Driver Assist System (ADAS), We will also pay for Camera and Sensor Calibration (CSC) if required after a repair or replacement.

You will pay the Excess shown in the table below towards each claim for a broken windscreen or windows. If the damage is repairable and does not require a replacement windscreen or window, or Camera and Sensor Calibration, then the Excess does not apply.

Windscreen / Windows	Excess
Replacement only	£75
Repair or Replacement requiring Camera and Sensor Calibration(CSC)	£150

Provided You contact the Glass Helpline to arrange for replacement or repair of Your windscreen or windows, the cover provided by this Policy will be unlimited. However, if any other repairer is used then cover will be restricted to £100, less the standard Excess.

Any payment under Section 9 solely for the breakage of Your windscreen or windows shall not affect any entitlements to No Claims Discount. To make a windscreen claim please contact the Glass Helpline on 01904 238 277.

### Exclusions to Section 9

We will not pay for any of the following:

1. Any damage if You do not have cover under Section 9.
2. Any damage to sun roofs, roof panels, convertible roofs, lights or reflectors whether glass or plastic.
3. Any amount greater than the Market Value of Your Car at the time of the incident.
4. Any incidents due to mechanical failure of automatic or manual sun roofs, roof panels, convertible roofs or Advanced Driver Assist Systems Camera or Sensor.
5. Any incident, loss or damage whilst Your Car is being driven outside the Territorial Limits. Claims for these incidents shall be dealt with under Policy Section 1 and may be subject to an accidental damage Excess as detailed in Your Motor Insurance Schedule.

Where Policy cover is upgraded to Comprehensive, following a change to the insured car during the term of the Policy, all benefits under Section 9 Windscreen & Glass Cover remain excluded.

### Conditions to Section 9

1. No claim against this Policy will be considered if reported more than thirty days after the expiry of Your Motor Insurance Policy, regardless of the date on which the damage occurred.
2. Damage that happened before the start of the Policy is not covered.
3. No claims can be made under this section of the Policy for acts of malicious damage or vandalism. Claims for these incidents shall be dealt with under Policy Section 1.

## Section 10. Personal Accident

If You, Your Spouse or Civil Partner suffer accidental bodily injury in direct connection with Your Car within the Territorial Limits We will pay the amounts shown below if, within three months of the accident, it directly causes one of the following:

Event	Benefit Level
Complete and Permanent Disability	
1. Loss of use of one or more limbs at or above the elbow or knee	£5,000
2. Loss of sight in one or both eyes	£5,000
Accidental Death	£5,000

The most We will pay is the limit for any one cause of death or injury during any one Period of Insurance.

### Exclusions to Section 10

1. The benefit will not be paid for any injury resulting in permanent total disability, permanent disability, or death that results from:
  - a. Natural causes.
  - b. Racing, formally or informally.
  - c. An insured person using Your Car for motor trade or private or public hire, as a courier, as a fast food delivery vehicle, haulier, minibus or driving instructor.
  - d. Suicide or a deliberate act likely to cause serious injury or death or from provoked assault or fighting or taking part in civil commotions or riots of any kind.
  - e. Circumstances in which the insured person is under the influence of alcohol, drugs or medication according to an official report or independent evidence.
  - f. The insured person committing a criminal offence, whether or not the offence leads to a criminal prosecution.
  - g. Or is caused by, or contributed to by war, whether declared or undeclared or by armed forces duty, service or operations or from terrorist activity of any kind.
  - h. Or caused by medical error or negligence.
  - i. Or is contributed to by radioactive contamination.
  - j. A disability or condition for which medical advice or treatment has been given before the start of this insurance.
  - k. Anyone failing to keep to the law regarding the use of seat belts.
2. The cover under this section will also not apply if:
  - a. The injured person is less than 21 years of age or 70 years and over at the time of the accident.
  - b. The death or bodily injury is caused by disease, physical sickness or disability.

## General Exclusions Applying to the Whole Policy

These General Exclusions apply to all of this Policy and describe the things which are not covered.

These apply as well as the exclusions shown in each Section detailing the cover provided.

1. This Policy does not apply when any car covered by it is:
  - a. Used for any purpose not permitted by the effective Certificate of Motor Insurance.
  - b. Driven by, or in the charge of, anyone who is not described in the Certificate of Motor Insurance as a person entitled to drive or who is excluded from driving by any Endorsement or covered by another Policy.
  - c. Driven by, or in the charge of, anyone who does not have a valid driving licence, or who is disqualified from driving, or who has not held a driving licence, or who is prevented by law from holding one, or who is driving outside the conditions or limitations of their licence, particularly, but not limited to, that of not being accompanied by a qualified driver whilst holding a provisional licence.
  - d. Driven by, or in the charge of, anyone who does not keep to the conditions of their driving licence.
  - e. Used to tow, for reward, any Trailer, Caravan or vehicle (or any property in the Trailer, Caravan or vehicle).
  - f. Used to carry passengers or goods in a way likely to affect the safe driving and control of the car.
  - g. Driven by, or is in the charge of for the purpose of being driven by, any person to whom Your Car has been hired.
  - h. Involved in any incident regardless of type, be that Accident, Fire, Malicious Damage, Theft or attempted Theft and does not have a valid MOT Certificate in force at the time of the incident.
  - i. Used in an unsafe or unroadworthy condition or, where such regulations require, does not have a current MOT Certificate (You may be asked to provide details to show that Your Car was regularly maintained and kept in a good condition).
  - j. Driven by, or in the charge of, anyone who does not meet all the conditions described in the Endorsements in Your Motor Insurance Schedule and all the General Conditions Applying to the Whole Policy and any other Terms of this Policy.
  - k. Involved in an incident following which You, a driver described on Your Certificate of Motor Insurance as an insured driver, or any other person are:
    - Driving with an alcohol level in excess of the legal limit;
    - Driving while unfit through drink or drugs;
    - Failing to provide a blood, urine or breath specimen (other than for a roadside test), for analysis
  - l. Carrying any dangerous substances or goods
2. This Policy does not cover any loss, damage, liability, expense or bodily injury which is directly or indirectly caused by, contributed to or arising from:
  - a. Ionising radiations or contamination by radioactivity from any eradicated nuclear fuel from any nuclear waste from the combustion of nuclear fuel.
  - b. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of it.
3. Except to the extent that We are liable under the Road Traffic Acts, this Policy does not cover any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event:
  - a. Terrorism, war, invasion, act of foreign enemy, hostilities or warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.
  - b. Any action taken in controlling, preventing, suppressing or in any way relating to (a) above.
4. This Policy does not cover death of or bodily injury to any person or damage to any property which is directly or indirectly caused by pollution or contamination, unless this pollution or contamination is directly caused by an incident which occurs in its entirety at a specific time and place during the Period of Insurance and is sudden, identifiable, unintended and unexpected. We will consider the pollution or contamination to have happened at the time the incident took place.
5. If You or anyone acting on Your behalf knowingly commit a fraudulent act or submit a fraudulent document or make a fraudulent statement or exaggerate any claim made under the Policy, We will not pay the claim and cover under this and all other insurances currently in force with Us with which You are connected will cease immediately. You will not be entitled to any refund of premium under this or any other Policy with Us.
6. This Policy does not apply when any car covered by it is towing more than one caravan, Trailer or disabled mechanically propelled vehicle at any one time.
7. Except to the extent that We are liable under the Road Traffic Acts, this Policy does not cover loss or damage arising, during or in consequence of:
  - a. Earthquake.
  - b. Riot or civil commotion occurring elsewhere than in Great Britain or the Isle of Man except as required by any Road Traffic Act.
8. This Policy does not cover loss or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.

9. This Policy does not provide cover for any accident, injury, damage, loss, or liability of any nature whatsoever while Your Car is in or on that part of an aerodrome, airport, airfield or military base provided for:
  - a. The take-off or landing of aircraft and/or the movement of aircraft on the surface.
  - b. Aircraft parking aprons including the associated service roads refuelling areas and ground equipment parking areas
10. This Policy does not cover racing of any description or for racing formally or informally against another motorist, or being used in any contest, competition, pace-making, rallies, trials or tests either on a road, track or at an off road or 4x4 event (apart from treasure hunts).
11. There is no cover under this Policy when Your Car is being used on any form of Track Day or the Nurburgring Nordschleife.
12. We will not pay for any liability that you have accepted under any agreement in relation to any incident that may give rise to a claim, unless we agree you are responsible for that liability without there being an agreement in place.
13. Any decision or action of a court which is not within the Territorial Limits is not covered by this Policy unless the proceedings are brought or a judgement is given in a foreign court because Your Car was used in that Country and We had agreed to cover it there
14. This Policy does not provide cover for use of any description on footpaths, bridleways or restricted byways and only provides cover to meet the minimum insurance requirements under the Road Traffic Act for vehicular use on a byway open to traffic.
15. This Policy does not cover any loss, damage or liability if Your permanent place of residence is not within the Territorial Limits.
16. This Policy does not cover any loss, damage or liability if caused maliciously or deliberately by any person driving Your Car with Your permission, agreement or support.
17. This Policy does not provide cover for incident, injury, damage or loss for any person involved in an accident arising out of the deliberate use of Your Car:
  - a. To cause damage to other vehicles or property; and/or
  - b. To cause injury to any person and/or to put any person(s) in fear of injury.
  - c. To commit suicide.
18. This Policy does not provide cover to anyone who fails to keep to the Terms, Exceptions, Exclusions, Conditions and Endorsement(s) of the Motor Insurance Policy.
19. This Policy does not cover securing the release of a motor car which has been seized by, or on behalf of, any government or public authority.

## General Conditions Applying to the Whole Policy

The following General Conditions apply to all of this Policy. These describe Your responsibilities, general information and the procedures that apply in certain situations, such as when there is a claim or the Policy is cancelled. If You do not meet the Terms of this Policy, it could make the cover invalid or mean We may refuse to pay Your claim.

### 1. Your Cancellation Rights – Cooling-Off Period

You have the right to cancel Your Policy during a period of 14 days either from the day of purchase of the contract or the day on which You receive Your Policy documentation, whichever is later. If You wish to exercise Your right to cancel during this initial period of cover, You may do so by notifying Us of the cancellation in writing. You will be entitled to a refund of the premium paid (as long as You have not made a claim, or a claim having been made against You), subject to a deduction for the time You have been covered and for any cost incurred in issuing the Policy, as detailed in the Broker's Terms of Business.

### Cancelling Your Policy (Outside the Cooling-Off Period)

You may cancel this Policy at any time by notifying Us of the cancellation of Your Policy in writing. On cancellation of Your Policy and subject to You not having made a claim or a claim having been made against You, any refund of premiums will be calculated on a pro-rata basis and paid to You after deducting the cancellation charge, as set out in the Broker's Terms of Business.

We have the right to cancel Your Policy at any time by giving You seven days' notice in writing where there is an exceptional or valid reason for doing so. We will send Our cancellation letter to the latest address We have for You and will set out the reason for cancellation in Our letter. Exceptional or valid reasons may include but are not limited to:

- a. Where We have been unable to collect a premium payment. In this case We will contact You requesting payment. If We do not receive payment We will write to You notifying a period for payment, after which We may cancel Your Policy. If We have not received Your payment by the end of the period notified to You, We will issue a letter confirming We have cancelled Your Policy.
- b. Where You are required in accordance with the Terms of this Policy Booklet to co-operate with Us, or send Us information or documentation and You fail to do so in a way that significantly hinders Our ability to process a claim, or Our ability to defend Our interests We may issue a cancellation letter to advise You and We will cancel Your Policy if You fail to co-operate with Us or provide the required information or documentation within the seven day cancellation notice period.



- c. Where We do not receive evidence of Your no claim discount, licences for all drivers named on Your Policy or any other valid requests to support the accuracy of information You gave Us and on which Your insurance Terms are based upon.
- d. Where You do not take care of Your Car as required in the General Conditions Applying to the Whole Policy, Section 4 - Care of Your Car.
- e. Where necessary to comply with any applicable laws or regulations.
- f. If We decide for reasons of strategy or cost that it is no longer viable for Us to continue to provide cover within the particular country or market sector that applies to Your Policy.
- g. In the unlikely event that for any of the reasons listed in General Exclusions Applying to the Whole Policy, points 4 and / or 8, We expect to experience unsustainable losses for the particular country or market sector that applies to Your Policy.

Alternatively, we have the right to cancel Your Policy immediately, at any time during Your Policy Period, where there is evidence of fraud or a valid reason for doing so. We will still send Our cancellation letter to the latest address We have for You and will set out the reason for cancellation in Our letter. Valid reasons allowing us to immediately cancel may include but are not limited to:

- a. Where You deliberately or recklessly tell Us something which is untrue or misleading in response to any question We ask You when You take out cover under this Policy, or amend Your cover under this Policy.
- b. Where You have carelessly misrepresented relevant information which, if correctly represented at the time of application, would have caused Us to decline Your application for cover.
- c. Where We have evidence of fraud or dishonesty.
- d. Where We have evidence of abusive or threatening behaviour.
- e. If we discover that Your Vehicle is currently impounded by any government or public authority.
- f. Not having paid or agreeing to pay the premium.
- g. If You are in breach of any of the Terms, Exceptions, Exclusions, Conditions or Endorsements contained in or endorsed upon this Policy.
- h. In the event that Your Car has been deemed a total loss or has been stolen and not recovered but you have not changed the vehicle insured under Your Policy within 14 days of the claim being settled.

**Note:** If We cancel Your cover as a result of points a. or c. directly above, We will not return any premiums You have paid.

#### Premium position upon cancellation by Us:

If premium has been paid for any period beyond the date of cancellation of this insurance, the relevant pro-rata portion of this premium will be refunded to You, subject to cancellation reasons a. or c. set out above. If however an incident has arisen during the Period of Insurance, which has or will give rise to a claim, then no refund will be issued.

## 2. Non Payment of Premiums

We reserve the right to cancel this Policy immediately on written notice in the event of non-payment of the premium. If You are paying the premiums monthly and You fail to pay an instalment when due, or fail to maintain a Direct Debit Mandate and such default is not corrected within the time permitted by the Consumer Credit Act 1974, the whole of the outstanding balance will become due and payable. If this sum is not paid within seven days, the insurance cover will be cancelled. In the event of a total loss claim under this Policy, all remaining monthly premiums for the period of the insurance contract will immediately become due. We reserve the right to deduct this amount from the claims settlement.

## 3. Other Insurance

If You claim for anything that is covered by any other insurance, We will only pay Our share.

## 4. Care of Your Car

Your Car must be covered by a valid Department of Transport Test (MOT) Certificate if You need one by law. You must do all You can to protect Your Car and contents and keep Your Car in a safe and roadworthy condition. If We ask, You must let Us examine Your Car at any time. You or any insured driver must take all steps to protect Your Car from loss or damage by:

- a. Ensuring any security system fitted to the Car is fully operational at all times when Your Car is left unattended.
- b. Removing the ignition key or similar device and ensuring all doors, windows and other openings are closed and locked whilst Your Car is left unattended.
- c. Maintaining Your Car in an efficient and roadworthy condition and We may examine Your Car at any time.
- d. Ensuring You have a valid Department for Transport Test Certificate (MOT) for Your Car if one is needed by law.
- e. Ensuring You do not hand over the ignition key or similar device to anyone other than a garage employee within the garage premises when taking Your Car for repair. Do not leave the ignition key or similar device with anyone else or in a post box.

## 5. Your Duty - Changes which may affect Your cover

When purchasing, amending and renewing Your insurance Policy, You are required by the Consumer Insurance (Disclosure and Representations) Act to take reasonable care to answer all questions honestly, accurately and to the best of Your knowledge and that any other information given either verbally or in writing by You or on Your behalf at the time You purchased, amended or renewed Your insurance is also complete and has been given honestly and to the best of Your knowledge and belief. Failure to supply accurate and complete answers may mean Your Policy is invalid and that it does not operate in the event of a claim.

If You are unsure of Your answer to a particular question, You should make reasonable efforts to obtain the information required to answer it correctly.

You are reminded that it is an offence under the Road Traffic Act to make any false statements or withhold any relevant information to obtain Motor Insurance.

### Changes which may affect Your cover

If Your circumstances change throughout the Period of Insurance You must tell Your Broker, whether You believe this is relevant to Us or not. The list below is not exhaustive but gives You an indication of changes You should tell Us or Your Broker about:

- Changes made to Your Car which improve its value, performance or handling.
- You or anyone covered by this Policy changing from a Provisional to a Full Driving Licence when passing the practical driving test to become a qualified driver or having their licence suspended or revoked.
- Changing Your Car or its Registration Number – If You change Your Car, we reserve the right to request proof of ownership and or confirmation of the registered keeper.
- The car being modified from the manufacturer's standard specification or if You intend to change or modify it (including the addition of optional fit accessories such as spoilers, skirts, alloy wheels etc.)
- Your Car being used for a purpose not included on Your Certificate of Motor Insurance.
- You or anyone covered by this Policy being convicted of a motoring offence other than fixed penalty parking tickets or receives a licence endorsement or convicted of a non-motoring criminal conviction.
- The address where Your Car is normally kept changing.
- There is a change to the main driver of Your Car.
- You or anyone covered by this Policy ceasing or changing jobs, or starting a new job, including any part-time work.
- You or anyone covered by this Policy has had insurance refused, cancelled or had special Terms applied.
- You or anyone covered by this Policy developing a health condition that requires notification to the DVLA, or an existing condition worsens and / or results in your licence being restricted.

Once You have told Us about the change We will reassess Your cover and premium. For some changes You may need to pay an additional premium, for some changes You may get a return premium and some changes may be unacceptable to Us.

If the change results in Your insurance premium decreasing but you have an at fault or pending claim on Your policy, You will not be entitled to a return premium.

You should keep a record of the information You give in relation to this Policy. If You fail to take reasonable care to provide complete and accurate information to the best of Your knowledge and belief when You take out Your insurance Policy or if You do not tell Us about any changes, We may:

- Reject Your claim.
- Reduce, make deductions from or pay only a proportion of Your claim.
- Cancel or invalidate the Policy.
- Void the Policy, which means to treat the Policy as though it never existed.
- Do a combination of the above.

### This insurance will only apply if:

- The person claiming has kept to all the Terms and conditions of this Policy.
- All the information You have given and upon which the Policy is based is correct and complete.

## 6. Claims Procedure

After any accident or incident You must call Our 24 hour Claims Helpline within 24 hours of the incident, ideally within 1 hour. This is regardless of whether You wish to make a claim under the Policy or not. Delay in notification of an incident to Us may invalidate Your right to claim. To make a claim, or to report an incident which may result in a claim, call the 24 hour Claims Helpline on: 0344 840 9537.

- You should immediately send Your Broker any communication You receive about the incident.
- You must immediately let Your Broker know if anyone insured under this Policy is to be prosecuted as a result of the incident, or there is to be an inquest following a fatal accident.
- You, or anyone else claiming under this Policy, must not admit to any claim, promise any payment or refuse any claim without Our written consent.

We can take over, if We so wish, and conduct in Your name or the name of the person claiming under the Policy the defence or settlement of any claim or take proceedings for Our own benefit to recover any payment We have made under this Policy. We shall have full discretion in the conduct of any proceedings or the settlement of any claim. The person who is seeking payment under this Policy shall give Us all the assistance necessary in order for Us to achieve settlement, if You fail to assist this may invalidate cover and result in the cancellation of Your Policy.

In the event of a claim covered by this Policy You must still pay the premium. We reserve the right to deduct any outstanding premium from the claim payment, if the claim is for loss of or damage to Your Car, which is covered by this Policy. If payment is not made We:

- May cancel this Policy in accordance with Section 1 of the General Conditions Applying to the Whole Policy and seek payment of the outstanding balance of premium.
- May refuse to pay any claim arising from an occurrence on or after the due date of the premium.
- May recover from You the outstanding balance of premium or seek reimbursement from You of any claim payment, which has already been made.

### Total Loss / Stolen Unrecovered Vehicles

In the event that Your Car is deemed a total loss or has been stolen and not recovered, We will allow you 14 days after your claim has been settled to change the Vehicle insured under Your Policy. If after 14 days You have not changed the vehicle, Your Policy will be cancelled.

## 7. Right of Recovery

If under the laws of any country in which this insurance applies, We have to make payments which but for those laws would not be covered by this Policy, You must repay the amounts to Us. If any claims or other monies are paid to You by mistake for any reason, or a claim has been paid which We later find to be fraudulent, false or exaggerated, You must repay the amount paid by Us.

You or the person who caused the accident must also repay Us any money We have to pay because of any agreement We have with the Motor Insurers' Bureau.

Any payment We make under this condition will prejudice Your No Claim Discount and will also mean that there will be no entitlement to a refund of premium if the Policy is cancelled or declared void.

## 8. Choice of Law

The appropriate law as set out below will apply unless You and We agree otherwise:

- a. The law applying in that part of the United Kingdom or The Isle of Man in which You normally live or (if applicable) the first named Policyholder normally lives; or
- b. In the case of a business, the law applying in that part of the United Kingdom or The Isle of Man where it has its principal place of business; or
- c. Should neither of the above be applicable, the law of England and Wales will apply.

# General Information

## 1. The Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if We cannot meet Our obligations. This will depend on the circumstances of the claim. Further information about the compensation scheme arrangements can be found on the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk) or by writing to: Financial Services Compensation Scheme, 7th Floor, Portsoken Street, London, E1 8BN.

## 2. Data Protection Notice

This Data Protection Notice explains how We may use Your details. It tells You about the registers and databases that We and others have in place, which help to detect and prevent fraudulent applications and claims, and must be shown to any party related to the insurance. All phone calls relating to applications and claims may be monitored and recorded and the recordings used for fraud prevention and detection, training and quality control purposes. Your privacy is important to Us and We assure You that We will respect Your personal information. We will share information with other insurers and We will use Your information to manage Your insurance with Us, including underwriting, claims handling and statistical analysis. Please be aware this may include disclosing Your personal information to any agents who provide services on Our behalf, including those located outside the European Economic Area. By accepting this insurance You consent to such use of Your personal data.

**Please refer to the supplementary document titled "Data Protection Notice".**

### Sensitive Data

In order to assess the Terms of the insurance contract or administer claims which arise, We may also need to collect sensitive data such as medical history or criminal convictions. We will not use this data except for the specific purpose for which You provide it and to provide the services described in Your Policy booklet.

You should show this notice to anyone insured to drive Your Car covered under this Policy.

For more information on Data Protection Act legislation You may also write to the Information Commissioner's Office at: Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF.

Telephone: 0303 123 1113, E-mail: [casework@ico.org.uk](mailto:casework@ico.org.uk)

### Access To Your Information

You can write to Your Broker at any time to obtain details of the information held about You. Please write to: Data Protection Officer, Vavista, Lysander House, Catbrain Lane, Cribbs Causeway, Bristol, BS10 7TQ.

## 3. Motor Insurance Database (MID)

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 Licencing
- 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 incident (either in the United Kingdom, 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 incident (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 mark. If it is incorrectly shown on the MID You are at risk of having Your Car seized by the police. Please let Us know immediately if Your vehicle registration mark is showing incorrectly on Your documents. It is a legal requirement in Great Britain to have continuous insurance in place for Your Car and if there is no record on the MID showing Your Car is insured and You have not declared it as "off road" by completing a SORN (Statutory Off Road Notification), You may receive a letter from the DVLA advising that You could receive a fine or prosecution and the car could also be clamped, seized and ultimately destroyed. You can check that Your correct registration number details are shown on the MID website at [www.askmid.com](http://www.askmid.com).

**You should show this notice to anyone insured to drive Your Car covered under this Policy.**

Please note that the MID does not constitute proof of insurance. In order to be able to prove that Your Car is insured You should carry Your Certificate of Motor Insurance with You when using Your Car.

#### 4. DVLA My Licence

This section explains how we may use details you provide us with. You should show this notice to anyone covered or proposed to be covered under this policy / prospective policy. For details relating to information held about you by the Driver and Vehicle Licensing Agency ("DVLA") please visit [www.dvla.gov.uk](http://www.dvla.gov.uk).

- I. For Insurance underwriting purposes i.e. to examine the potential risk in relation to Your (and / or a third party's) prospective policy so that we can:
  - Provide your (or any person included on the proposal) Driving Licence Number ("DLN") to the DVLA to confirm your (or relevant person included on the proposal) licence status, entitlement and relevant restriction information and endorsement/conviction data. Searches may be carried out prior to the date of the insurance policy and at any point throughout the duration of your insurance policy, including at the mid-term adjustment or renewal stage. A search of the DLN with the DVLA should not show a footprint against Your (or another relevant person included on the proposal) driving licence.
  - Search Your (or any person included on the proposal) 'No Claims Discount' details against a No Claims Discount database ("NCD") to obtain information in relation to Your 'No Claims Discount' entitlement. Such searches may be carried out against Your (or the relevant person included on the proposal) DLN, name, date of birth, Vehicle Registration Mark ("VRM") and or postcode. A search of the DLN against the NCD should not show a footprint against Your (or another relevant person included on the proposal) driving licence. Searches may be carried out at point of quote and if an insurance Policy is incepted at the renewal stage.
- II. For Anti-Fraud Purposes i.e. to detect and prevent fraudulent claims and/or activities by:
  - Undertaking searches against your (or any person included on the proposal) DLN against details held by the DVLA to confirm your licence status, entitlement and restriction information and endorsement/conviction data. This helps insurers check information to prevent fraud and reduce incidences of negligent misrepresentation and non-disclosure. A search of the DLN with the DVLA should not show a footprint against your (or another relevant person included on the proposal) driving licence.
  - Search your (or any person included on the proposal) 'No Claims Discount' details against a No Claims Discount database ("NCD") to obtain information in relation to your 'No Claims Discount' entitlement. Such searches may be carried out against your (or the relevant person included on the proposal) DLN, name, date of birth, Vehicle Registration Mark ("VRM") and or postcode. A search of the DLN against the NCD should not show a footprint against your (or another relevant person included on the proposal) driving licence.

We will pass details of your 'No Claims Discount' to certain organisations to be recorded on a NCD database. This will occur if information requires updating or correcting at any stage, and also at the renewal stage of your policy and upon or after the cancellation of your policy prior to the expiry date.

#### 5. Fraud Prevention and Detection

If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information.

In order to prevent and detect fraud We may at any time share information about You with other organisations and public bodies including the police. We may check and/or file Your details with fraud prevention agencies and databases, and if You give Us false or inaccurate information and We suspect fraud, We will record this.

We and other organisations may also search these agencies and databases to:

- Help make decisions about the provision and administration of insurance, credit and related services for You and members of Your household.
- Trace debtors or beneficiaries, recover debt, prevent fraud and to manage Your accounts or insurance policies.
- Check Your identity to prevent money laundering, unless You furnish Us with other satisfactory proof of identity.

In addition, We may undertake credit searches and conduct additional fraud searches, which may include requests for copy of driving licences, utility bills and other documentation (such as proof of occupation) to establish the identity of any person applying for insurance and validity of policy information.

#### Credit Searches and Accounting

In assessing an application for insurance or Policy renewal, We may search files made available to Us by credit reference agencies. They keep a record of that search. We may also pass to credit reference agencies information We hold about You and Your payment record with Us. Credit reference agencies share information with other organisations, enabling applications for financial products to be assessed or to assist the tracing of debtors, or to prevent fraud. We may ask credit reference agencies to provide a credit scoring computation. Credit scoring uses a number of factors to work out risks involved in any application. A score is given to each factor and a total score obtained. Where automatic credit scoring computations are used by Us, acceptance or rejection of Your application will not depend only on the results of the credit scoring process.

Please contact Your Broker if You want to receive details of the relevant fraud prevention agencies. We and other organisations may access and use from other countries the information recorded by fraud prevention agencies. Some of the registers We make use of are:

- The Claims and Underwriting Exchange (CUE). This is administered by The Motor Insurance Bureau (MIB). The CUE database is used by most United Kingdom insurers and holds details of most motor and household insurance claims.
- Insurance Hunter. This is a central insurance anti-fraud system to which other insurers also have access. This database is designed to combat activities such as identity theft and money laundering.
- The Motor Insurance Anti-Fraud and Theft Register (MIAFTR). This central database contains details of stolen and written off vehicles. This is administered by the MIB.

To protect Your interests, We will check any information provided against these registers for completeness and accuracy. If We find that false or inaccurate information has been given to Us, or We suspect fraud We will take action, which could result in prosecution. You should show this notice to anyone insured to drive Your Car covered under this Policy.

## 6. Regulatory Information

The insurer of Your Policy will be clearly shown on Your Certificate of Motor Insurance.

Southern Rock Insurance Company Limited, Office 3Ac, Leisure Island Business Centre, 23 Ocean Village Promenade, Gibraltar. Southern Rock Insurance Company Limited is authorised and regulated by the Financial Services Commission. Registered in Gibraltar. No. 93137.

## 7. Complaints Procedure

It is always Our intention to provide You with a high level of customer service. However, if Our service ever falls below the standard You would expect, please let Us know by following the procedure below:

#### If Your complaint concerns Us

Should You wish to raise a complaint, please do so in writing by emailing [complaints@sricl.com](mailto:complaints@sricl.com). You may also contact Us by letter; please send this to:

Southern Rock Insurance Complaints Department  
Southern Rock Insurance Company Limited  
Office 3Ac Leisure Island Business Centre, 23 Ocean Village Promenade, Gibraltar.

If You make a complaint and it cannot be resolved immediately or within 3 working days, We will send You a written acknowledgement. This acknowledgement letter will let You know who is dealing with Your concerns. We will endeavour to resolve the matter as soon as possible. We will fully investigate Your complaint using all the information available to Us, and Our Complaints Department will make every effort to address Your concerns.

To ensure We deal with Your complaint fully, Our investigations can sometimes take a little longer. If they do, We will provide You with a final response usually within four weeks or explain Our position until we are able to provide timescales for responding. If Our investigations take longer than four weeks We will keep You fully informed of the position until We are able to provide You with a final response.

Should We fail to offer You a final response within eight weeks of the initial date of Your complaint, or if You are not satisfied with Our response, You may refer the dispute to the Financial Ombudsman within six months of receiving Our final response letter. Their address is:

Financial Ombudsman Service  
Exchange Tower  
London, E14 9SR  
Tel: 0800 023 4567 or 0300 123 9 123  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Web: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Nothing in this process will adversely affect Your rights of law.

If Your complaint concerns Your Broker

Please refer to your Broker's Terms of Business which are available to view or download from: [www.vavista.com](http://www.vavista.com)

## 8. Customer comments

To ensure that We provide the kind of service You expect We welcome Your feedback in order that We can improve Our products and services. If You have any comments or suggestions about Our cover, services or any other feedback please email [feedback@vavista.com](mailto:feedback@vavista.com)

## 9. Use of Language

Unless otherwise agreed, the contractual Terms and other information relating to this contract will be in English.

## 10. Deregulation Act 2015

How this affects You

As a result of the Deregulation Act coming into effect, the need for a Certificate of Motor Insurance to be delivered before a motorist is validly insured, for the purposes of the Road Traffic Act, has been removed. As such, failing to return a Certificate of Motor Insurance is also no longer an offence under the Road Traffic Act. A greater reliance will now be placed upon the Motor Insurance Database (MID) for identifying that the relevant cover is in place for a motor vehicle. Ultimately, whether or not you are in receipt of a Certificate of Motor Insurance as a means to identify Your Car's insurance is superseded by the information held on the Motor Insurance Database. As such, in order to confirm that you have effective motor insurance for Your Car, we strongly recommend that you check the Motor Insurance Database, which can be found at [www.askmid.com](http://www.askmid.com).

Please note that if You have any communications from Us regarding the cancellation of Your policy, the Motor Insurance Database (MID) will be updated in line with such communication. The holding of a Certificate of Motor Insurance no longer evidences that you have a valid and existing policy of insurance.

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Southern Rock Insurance Company Limited  
Office 3Ac, Leisure Island Business Centre,  
23 Ocean Village Promenade,  
Gibraltar.

## **Customer Services**

0344 776 8382

talk2us@Vavista.com

## **To report your claim call**

0344 840 9537

## **Windscreen Claims Glass Helpline**

0800 955 0108

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