

# vavista

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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 the agreed premium, We will provide insurance 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 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.

It is not intended that the Contracts (Rights of Third Parties) Act 1999 should confer any additional rights under this Policy in favour of any third party.

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

- This Policy Wording 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.

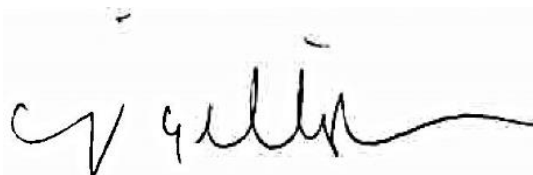
You must inform Your Broker immediately if any of the details are incorrect or if You have any concerns with this Policy Wording document, or You do not understand it or any of the Terms or Conditions contained in it. Please keep all Your documents in a safe place. You can view or download Your Policy Documents at any time from the Broker's website.

Your Policy is underwritten by:

Southern Rock Insurance Company Limited.

Office 3A-C, Leisure Island Business Centre, 23 Ocean Village Promenade, Gibraltar.

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 Us and the compensation scheme arrangements can be found under the General Information Section of this document.



Christopher Gillighan  
Managing Director

## Information about Your Policy documents

Your car insurance contract is made up of:

- This Policy Wording document;
- Your Schedule which has details of You and any Named Driver(s), Your insurer, Your Car and the cover provided;
- Your current Certificate of Motor Insurance which details the Car that is covered, who is entitled to drive the Car, what the Car can be used for, and the Period of Insurance; and
- Your Statement of Insurance which shows all the information You have provided Us and on which the cover has been based.

Your Schedule will show You which Sections, Excesses and Endorsements in this Policy apply to You. You should keep a record (including copies of letters) of all the information You supply Us with, in relation to this insurance.

## Your Cancellation Rights

For full details, please see the cancellation Section 17 of this Policy Wording document.

### 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 has not 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.

### Cancellation Rights

We have the right to cancel Your Policy at any time by giving You 7 days' notice in writing. We will send a cancellation letter to the latest address We have for You and will set out the reason for cancellation in the letter. We will not cancel Your Policy without a valid reason for doing so.

We may also cancel this Policy with immediate effect and without refunding Your premium if You:

- Do not keep to the Terms and Conditions of this Policy.
- Make or try to make a fraudulent claim under this Policy or where We reasonably suspect fraud.
- Fail to cooperate with Our representatives.

## Claims service

### How to Make a 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 9503 (Option 4). Lines are open 365 days a year.

Please note that You must report all incidents to Us that you or any Named Driver is involved in no matter how trivial and regardless of blame, within 24 hours of the incident, ideally within the first hour. This is 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 for any reason You have not been able to exchange details with other driver(s) or owner(s) 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 Applying to the Whole Policy - Section 16. 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 0800 955 0108 to arrange for replacement or repair of Your windscreen or windows. Windscreen and Glass Cover is set out in Section 6 of this Policy Wording document. Please ensure You have the relevant cover before claiming.

### Repairs

By using Our nominated repairer, You will benefit from a number of things, including a guarantee for Your repairs, and authorisation and payment direct to the repairer. All You need to do is pay Your Excess. You are of course permitted to use Your own repairer, however, You will not be entitled to the benefits shown in the table below and will need to submit repair estimates to Us for authorisation, which may delay the progress of your claim.

Repairs	If the damage to Your Car is covered under Your Policy and can be repaired, then We will arrange for one of Our nominated repairers to contact You.
Authorisation	You do not need to get any estimates and Your repairs can begin as soon as We have authorised them.
Delivery	When the work is complete, the repairer will contact You to arrange a convenient time to deliver Your Car back to You.
Payment	We will pay the bill. All You need to do is pay any Policy Excess to the repairer before the Car is delivered back to You.

If Your Car is a total loss (a write off), We will ask You to send in Your original documents (for example V5C and MOT certificate). Remember to clear Your Car of personal belongings.

If You are covered under Section 1 and 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. Full details on Courtesy Cars can be found in Section 5.

## 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

- 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.

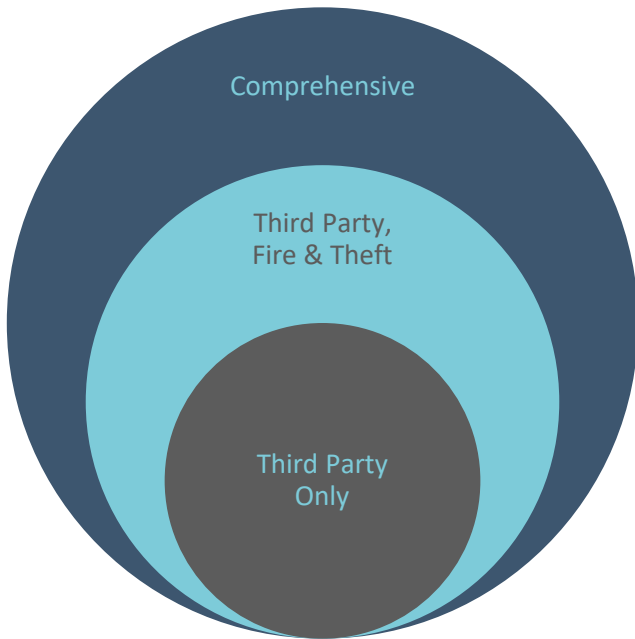
### Provide

- 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.

## Guide to Cover



You will be entitled to specific Policy features and benefits depending on the type of cover that you have selected.

**Third Party Only (TPO)** is the most basic level of cover, which only affords protection for damage or injury to Third Parties caused by Your Car.

**Third Party, Fire and Theft (TPFT)** provides cover for damage or injury to Third Parties caused by Your Car, and loss or damage to Your Car caused by Fire or Theft.

**Comprehensive (COMP)** provides the highest level of cover. This includes cover for damage or injury to Third Parties, loss or damage to Your Car caused by Fire or Theft, and additional cover for you and Your Car.

Your Schedule displays the cover you have selected.

The below table lists the main features and benefits You will receive depending on the level of cover You have selected. Full details of cover and limitations are explained in each of the relevant Sections.

Section(s)	Page Number(s)	Policy Features & Benefits	Comprehensive	Third Party, Fire & Theft	Third Party Only
Section 1	10	Damage to Your Car	Covered	Not Covered	Not Covered
Section 1	12	New Car Cover	Covered	Not Covered	Not Covered
Section 1	12	Vandalism Promise	Covered	Not Covered	Not Covered
Sections 1 & 2	12 & 15	Repair Guarantee	Covered	Covered	Not Covered
Section 2	14	Damage or loss by Fire or Theft	Covered	Covered	Not Covered
Section 3	17	Legal liability to Third Parties	Covered	Covered	Covered
Section 4	18	European Union Compulsory Insurance	Covered	Covered	Covered
Section 4	18	Full Policy Cover (Comprehensive) whilst abroad	Covered	Not Covered	Not Covered
Section 5	20	Courtesy Car	Covered	Not Covered	Not Covered
Section 6	20	Glass damage	Covered	Not Covered	Not Covered
Section 7	22	Uninsured Driver Promise	Covered	Not Covered	Not Covered
Section 8	24	Personal accident	Covered	Not Covered	Not Covered
Section 9	24	Medical Expenses	Covered	Not Covered	Not Covered
Section 10	25	Emergency Medical Treatment	Covered	Covered	Covered
Section 11	25	Overnight accommodation & transport following a claim	Covered	Not Covered	Not Covered
Section 12	25	Personal Belongings	Covered	Not Covered	Not Covered
Section 13	26	Key Cover	Covered	Not Covered	Not Covered
Section 14	26	Child Seat	Covered	Not Covered	Not Covered

# Meaning of words in this Policy

## Definitions

The following defined words will carry the same meaning wherever they are shown from this point forward.

Word/Term/Phrase	Definition
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 repairer from Our approved network, whom We will authorise to repair Your Car following a claim under Section 1 or Section 2 of this Policy.
Certificate of Motor Insurance	The Certificate of Motor Insurance shows what Car is covered, who is entitled to drive the Car, what the Car can be used for, and the Period of Insurance.
Endorsement(s)	A clause which changes the Terms of the Policy. Any Endorsements which apply will be shown on Your Schedule.
Excess(es)	The part of the claim that You must pay.
Exception(s)	Exception(s) to Exclusion(s) limit the application of the Exclusion(s) meaning that the Exclusion does not apply to the described circumstances.
Exclusion(s)	Circumstances not covered by this Policy.
Fire	Fire, self-ignition, lightning and explosion.
Great Britain	England, Scotland and Wales.
Green Card	A Green Card is a document used to provide proof that You have the minimum compulsory insurance cover required by law to drive in that country.
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.
Schedule / Motor Insurance Schedule	The Motor Insurance Schedule provides details of You, any Named Driver(s), Your Car, the cover provided, Endorsements, premium and any Excess that may apply to Your Policy.
Statement of Insurance	A record of the information You gave Us, including information given on Your behalf and verbal information You give.
Named Driver	Other person(s) named in Your Motor Insurance Schedule, Statement of Insurance and Certificate of Motor Insurance who are entitled to drive Your Car.
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 You are insured for, as shown on Your Certificate of Motor Insurance.
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 Wording document, the Motor Insurance Schedule, Statement of Insurance and Certificate of Motor Insurance.
Terms and Conditions	All Terms, Exclusions, Conditions and limits which apply to Your Policy.
Territorial Limits	United Kingdom and the Isle of Man.
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
Vandalism	Deliberate destruction or damage of property.
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	The Car shown by Vehicle Registration Mark (VRM) on your certificate and as described on Your Schedule.

## Acronyms & Abbreviations

Word/Term/Phrase	Definition
ADAS	Advanced Driver Assist System
CSC	Camera and Sensor Calibration
CUE	The Claims and Underwriting Exchange
DLN	Driving Licence Number
DVANI	Driver & Vehicle Agency Northern Ireland
DVLA	Driver and Vehicle Licensing Agency
EEA	European Economic Area
EU	European Union
FOS	The Financial Ombudsman Service
FSCS	The Financial Services Compensation Scheme
MIAFTR	The Motor Insurance Anti-Fraud and Theft Register
MIB	Motor Insurers' Bureau
MID	Motor Insurance Database
MOT	Ministry of Transport
NCB	No Claims Bonus
SORN	Statutory Off Road Notification
UK	United Kingdom
VRM	Vehicle Registration Mark

# Section 1

## Damage to Your Car

### What is covered

If You have Comprehensive cover, We will pay for:

- Loss of or damage to Your Car; and
- Loss of or damage to Your in-car entertainment, communication and navigation equipment if it is the original specification, fitted by the manufacturer/dealer from first registration.

### What is not covered

We will not pay for any of the following:

- Any loss or damage up to the amount of the Excess that appears in Your Schedule or elsewhere in this Policy Wording document.
- Any Young and Inexperienced Driver or applicable Excess.
- Loss or damage more specifically covered under Sections 2 or 3.
- Loss of or damage to Your in-car entertainment, communication and navigation equipment if it is not the original specification, fitted by the manufacturer/dealer from first registration.
- Loss of use of Your Car (including the cost of hiring another vehicle).
- Wear and tear.
- Failures, breakdowns or breakage of mechanical, electrical, electronic or computer equipment.
- Loss of Keys or similar device, remote controls or security devices and in any of these events the replacement of locks.
- Damage to Your tyres caused by braking, punctures, cuts or bursts.
- 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.
- Your Car losing Market Value after or because of repairs.
- Depreciation or any other loss of value.
- Damage caused by frost or freezing.
- Loss of or damage to Your Car where possession of it is gained by deception by someone who claims to be a buyer or agent.
- Your Car being repossessed by its rightful owner or having to pay compensation to the owner.
- 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.
- Any amount greater than the manufacturer's last list price for replacing any part or Accessory lost or damaged.
- Repairs or replacements which improve the condition of Your Car beyond its condition immediately before the loss or damage occurred.
- 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.
- Loss of or damage to Your Car as a result of a deliberate act by anybody insured by the Policy.
- 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.
- 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).
- Any loss or damage whilst being parked by an employee of a hotel or restaurant, valet, or car parking service.

- Any storage charges unless You tell Us about them and We agree in writing to pay for them.
- Costs of importing parts or Accessories or storage costs caused by delays, where the parts or Accessories are not available from current stock in the UK.
- Loss of or damage to Accessories and spare parts by Theft if Your Car is not stolen at the same time.
- 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 whilst 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.
- 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 4 x 4 event.
- Loss or damage to Your Car caused by an inappropriate type or grade of fuel being used.
- Loss or damage to any Trailer or caravan whether or not it is being towed by or attached to Your Car.
- This Policy does not cover any non-standard parts (modifications). Manufacturer's optional extras are only covered if you have notified Us and We have agreed to arrange cover for them. If You make a claim for loss or damage to Your Car, We will only pay the cost of replacing parts needed for Your Car to meet the manufacturer's standard specification. Failure to notify Us of a modification may result in Your Policy being cancelled or treated as if it never existed, or in Your claim being rejected or not fully paid.
- Loss of or damage to Your Car as a result of malicious damage/Vandalism, where the Police refuse to issue a crime reference number, however the issuing of a crime reference number will not guarantee settlement of a claim.
- 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.
  - Alarms, immobilisers and tracking devices are not fully operational or switched on when Your Car is left unattended.
- 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.

### ***Young and Inexperienced Driver Excess***

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 on Your Policy Schedule.

## How Your claims are settled under this Section

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.

Recycled parts or non-original parts and equipment may be used in repairs or taken into account in the claim's settlement.

### ***Repairs***

Your Car is covered while with a member of the motor trade for the purpose of maintenance or repair not associated with the cover provided by this Policy e.g. normal maintenance. Cover under this Section will not apply if Your Car is covered by another insurance policy e.g. a motor trade policy.

### ***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.

### ***Entertainment, communication and navigation equipment***

For loss of or damage to Your in-car entertainment, communication and navigation equipment, We will pay for loss of or damage to in-car audio, Citizens Band Radio, television, DVD, phone, games-console, electronic navigation equipment permanently fitted to Your Car. We will only pay for equipment that is part of the Car's original specification, fitted by the manufacturer/dealer from first registration.

### ***Courtesy Car***

If You have Comprehensive cover and 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. Full details on Courtesy Cars can be found in Section 5.

### ***New Car Cover***

If You have Comprehensive cover and Your Car is a total loss, or if it is stolen and not recovered within 28 days, We will (if You and any other interested parties agree) replace it with a new Car of the same make, model and specification as long as:

- You are the first and only registered keeper and legal owner; and
- within 12 months of it being registered as new, Your Car suffers damage where the cost of repair is estimated by Us to be more than 69% of the current list price (including taxes) of Your Car at the time of the damage; and
- Your Car's recorded mileage at the time of the loss is not more than 10,000 miles; and
- Your Car is not an import and was sourced and supplied as new in the United Kingdom;

If a car of the same make, model and specification is not available within 6 weeks from the time of the loss, the most We will pay is the Market Value of Your Car at the time of loss or damage.

### ***Vandalism Promise***

If You have Comprehensive cover and Your Car is maliciously or deliberately damaged (vandalised) Your No Claims Bonus will not be affected when making a claim under this Section, providing:

- You pay the Excess shown on Your Policy Schedule; and
- You report the incident to the police and provide Us with the crime reference number.

If You make a claim under this Section and You do not report the act of Vandalism to the police and provide Us with the crime reference number, Your No Claims Bonus may be affected.

### **Storage**

If Your Car is a total loss, We:

- may put Your Car in free and safe storage until Your claim is settled;
- will be entitled to take possession of Your Car once We have settled Your claim;
- will also pay the reasonable cost of protecting and taking Your Car to:
  - the nearest suitable insurer nominated repairer or a place of storage after such damage; and
  - Your address as shown in the Schedule after repair, if appropriate to do so.

### **Settlement**

If You are still paying for Your Car under a hire purchase or leasing agreement We, may at Our discretion, and where appropriate, pay a claim for the total loss of Your Car to the hire purchase or leasing company.

If You are paying Your insurance premium by instalments and We settle a total loss claim under this Section all outstanding premium may be deducted from the claim's settlement.

We, as Your insurer, shall be entitled to conduct the defence or settlement of any claim and to instruct the solicitors of Our choice to act for You in any proceedings. In circumstances where it is considered appropriate We will be entitled to admit liability, for the costs covered under this Policy, on behalf of You or any person claiming Indemnity under the Policy. Such admissions may be made prior to or after the commencement of proceedings in relation to any event likely to give rise to a claim under the Policy.

**No admission, offer, promise, payment or Indemnity shall be made by You or any person (or on behalf of any person) claiming Indemnity under the Policy.**

### **Costs You may be liable for**

- If Your claim is accepted by Us, and any changes to Your Policy since it started are identified, You may need to pay an additional premium and any associated fees.
- If Your claim is settled on a total loss basis and You do not replace Your Car under this Policy, You will be liable to pay Your full annual premium, for which We reserve the right to deduct from Your claims settlement.

If Your claim is not accepted by Us, You may be liable to repay costs already incurred by Us. These may include, but are not limited to engineers' fees, vehicle recovery charges, and vehicle storage charges.

## Section 2

### Damage or loss by Fire or Theft

#### What is covered

- Loss of or damage to Your Car caused by:
  - Theft or attempted theft; and
  - Fire and lightning.
- Up to £100 for loss of or damage to Your in-car entertainment, communication and navigation equipment caused by:
  - Theft or attempted theft; and
  - Fire and lightning.

#### What is not covered

- Loss or damage to Your Car covered under any other Section of this Policy.
- Any loss or damage up to the amount of the Excess that appears in Your Motor Insurance Schedule or elsewhere in this Policy Wording document.
- Loss of use of Your Car (including the cost of hiring another vehicle).
- Wear and tear.
- Failures, breakdowns or breakage of mechanical, electrical, electronic or computer equipment.
- Loss or Theft of keys or similar device, remote controls or security devices and in any of these events the replacement of locks.
- Your Car losing Market Value after or because of repairs.
- Any other loss of value.
- Loss of or damage to Accessories and spare parts by Theft if Your Car is not stolen at the same time.
- Loss or damage to any Trailer or caravan whether or not it is being towed by or attached to Your Car.
- Any increase in damage as a result of Your Car being moved under its own power following an incident of Fire or Theft, unless Your Car is causing an obstruction.
- Loss of or damage to Your Car where possession of it is gained by deception by someone who claims to be a buyer or agent.
- Your Car being repossessed by its rightful owner or having to pay compensation to the owner.
- Any amount greater than the manufacturer's last list price for replacing any Accessory or part lost or damaged.
- Repairs or replacements which improve the condition of Your Car beyond its condition immediately before the loss or damage occurred.
- Loss of or damage to Your Car as a result of a deliberate act by anybody insured by the Policy.
- Your Car being confiscated or destroyed by or under order of any Government or public or local authority.
- 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).
- Costs of importing parts or Accessories or storage costs caused by delays, where the parts or Accessories are not available from current stock in the UK.
- This Policy does not cover any non-standard parts (modifications). Manufacturer's optional extras are only covered if they have been declared and We have agreed to arrange cover for them. If You make a claim for loss or damage to Your Car, We will only pay the cost of replacing parts needed for Your Car to meet the manufacturer's standard specification. Failure to notify Us of a modification may result in Your Policy being cancelled or treated as if it never existed, or in Your claim being rejected or not fully paid.

- Loss of or damage to Your Car as a result of an alleged Theft or alleged arson, where the Police refuse to issue a crime reference number, however the issuing of a crime reference number will not guarantee settlement of a claim.
- Loss of or damage to Your Car or its Accessories, whilst Your Car is left unattended, arising from Theft or attempted Theft 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.
  - Alarms, immobilisers and tracking devices are not fully operational or switched on when Your Car is left unattended.
- 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.

## How Your claims are settled under this Section

For loss of or damage to Your Car caused by Fire or Theft We will either:

- pay for any necessary repairs; or
- pay the Market Value of Your Car immediately before the loss (this is not necessarily the value You declared when the insurance was taken out) if Your Car is determined as a total loss.

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

Recycled parts or non-original parts and equipment may be used in repairs or taken into account in the claim's settlement.

### **Repairs**

Your Car is covered while with a member of the motor trade for the purpose of maintenance or repair not associated with the cover provided by this Policy e.g. normal maintenance. Cover under this Section will not apply if Your Car is covered by another insurance policy e.g. a motor trade policy.

### **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.

### **Entertainment, communication and navigation equipment**

For loss of or damage to Your in-car entertainment, communication and navigation equipment, We will pay up to £100 for loss of or damage to in-car audio, Citizens Band Radio, television, DVD, phone, games-console, electronic navigation equipment permanently fitted to Your Car. We will only pay for equipment that is part of the Car's original specification, fitted by the manufacturer/dealer from first registration.

### **Storage**

If Your Car is a total loss, We may put it in free and safe storage until Your claim is settled. We will also be entitled to take possession of Your Car once We have settled Your claim.

We will also pay the reasonable cost of protection and taking Your Car to the nearest suitable insurer nominated repairer or a place of storage after such damage and where appropriate returning it after repair to Your address as shown in the Schedule.

### **Settlement**

If You are still paying for Your Car under a hire purchase or leasing agreement We, may at Our discretion, and where appropriate, pay a claim for the total loss of Your Car to the hire purchase or leasing company.

If You are paying Your insurance premium by instalments and We settle a total loss claim under this Section all outstanding premium may be deducted from the claim's settlement.

We, as Your insurer, shall be entitled to conduct the defence or settlement of any claim and to instruct the solicitors of Our choice to act for You in any proceedings. In circumstances where it is considered appropriate We will be entitled to admit liability, for the costs covered under this Policy, on behalf of You or any person claiming Indemnity under the Policy. Such admissions may be made prior to or after the commencement of proceedings in relation to any event likely to give rise to a claim under the Policy.

**No admission, offer, promise, payment or Indemnity shall be made by You or any person (or on behalf of any person) claiming Indemnity under the Policy.**

### **Costs You may be liable for**

- If Your claim is accepted by Us, and any changes to Your Policy since it started are identified, You may be liable for any additional premium and associated fees.
- If Your claim is settled on a total loss basis and You do not replace Your Car under this Policy, You will be liable for Your full annual premium, for which We reserve the right to deduct from Your claims settlement.
- If Your claim is not accepted by Us, You may be liable to repay costs already incurred by Us. These may include, but are not limited to engineers' fees, vehicle recovery charges, and vehicle storage charges.



## Section 3

### Liability to third parties

#### What is covered

- We will cover legal liability for the death of or injury to any person, and damage to property, caused by:
  - You using or being in charge of Your Car;
  - a Trailer, broken-down vehicle or caravan while attached to Your Car;
  - any person driving Your Car with Your permission (as long as Your Certificate of Motor Insurance shows that he or she is covered under the policy to drive Your Car);
  - any person using (but not driving) Your Car, with Your permission, for social, domestic and pleasure purposes; or
  - any person getting into or getting out of Your Car.
- We will also cover the following:
  - The cost of emergency treatment under the Road Traffic Act.
- And, if We first agree in writing:
  - Fees for any solicitor appointed by Us for representation at any coroner's inquest, fatal accident inquiry or court of summary jurisdiction.
  - Costs of legal services agreed by Us for defending a charge of manslaughter or causing death by reckless driving.
  - Any other costs and expenses We have agreed to in writing.

**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.**

#### What is not covered

- Any injury, loss or damage occurring while driving any Car other than the vehicle shown on the Certificate Motor Insurance.
- Any injury, loss or damage occurring while Your Car is involved in an incident as a result of a deliberate act.
- Death of or injury to, any of Your employees during the course of their work except where We need to provide cover as required by law.
- Loss of or damage to, property owned by or in the care of the person claiming under this Section.
- Loss of or damage to Your Car or any attached Trailer, broken-down vehicle or caravan.
- 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 Car
  - any claim resulting from carrying, preparing, selling or supplying of any goods by You or on Your behalf.
- 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 4 x 4 event.
- Claims arising from the following:
  - Your Car being driven with Your permission by anyone who You know has never held a licence to drive 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.
  - Your Car being driven by or in the charge of any person who is not named as entitled to drive on Your Certificate of Motor Insurance.
- Your Car being driven by any person who is insured under another motor Policy.

- Loss or damage arising from Your Car 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 whilst 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.

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.

- Any amount exceeding:
  - £20 million for loss of or damage to other people's property including any related indirect loss or damage; and
  - £5 million for legal costs and expenses arising from loss of or damage to other people's property; arising out of any claim or series of claims caused by one event.

## Section 4

### Using Your Car abroad

#### 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, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland (including Liechtenstein) and The Channel Islands.

#### Full cover abroad

If You have Comprehensive cover, You will receive full (Comprehensive) cover for a single trip during the Period of Insurance for up to 30 days, while visiting any countries listed 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 use only.**

#### Cover under this section includes:

- Cover for up to 30 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 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 4

The following is not covered:

1. Any loss, damage or liability when Your Car is taken outside of the Territorial Limits for any reason other than a temporary visit not exceeding 30 days for social, domestic and pleasure purposes
2. Any loss, damage or liability if Your permanent place of residence is not within the Territorial Limits

## Making a Claim

Please call Us on +44 344 840 9503, not the Bureau of the country visited, if:

- You need to report an incident while You are outside of the UK;
- You have Comprehensive cover and You wish to make a claim for:
  - (a) Loss or damage to Your Car; or
  - (b) Personal injuries not covered by the Compulsory Third Party Insurance Law in force in the country where the accident occurred.

### *If You have an accident abroad:*

1. Immediately report the accident to the Police if anybody involved in the incident is injured or if there is a disagreement with the other driver. Obtain details of the Police team that attended the scene or who the accident was reported to.
2. Give Your name and address, and Our name and address to the other party and produce Your Certificate of Motor Insurance.
3. Obtain the name and address of the other driver, details of their motor insurer (including Policy number) and information about the registration and ownership of the other vehicles involved. In some countries (such as Greece, Portugal, Italy and France) the identity of the insurer of the vehicle is displayed on the windscreen disc.
4. Call the claims helpline number shown above, as soon as possible, particularly if anybody is injured.
5. Never make any statement or sign any document without the advice of a lawyer or competent official.
6. If You have a camera, take photographs showing the layout of the scene and positions of the vehicles from various angles.
7. Ensure You obtain the following details:
  - The make, registration number and colour of the other vehicle and whether it is right or left-hand drive.
  - The name of the driver
  - The full names, addresses and occupations of independent witnesses.
  - The date, time and exact place of the accident.
  - The speeds of Your own and the other vehicle.
  - Signals given by You and the other driver.
  - Weather and road conditions.
  - Names and addresses of people injured and details of those injuries.
  - Details of damage to Your own and other vehicles.

If We have to pay for Your Car to be delivered to You after repairs, We will only pay for it to be delivered to You while You are in the country where the loss or damage occurred.

## Section 5

### Courtesy Cars

#### What is covered

- If You have Comprehensive cover and 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.
- Your insurance cover under this Policy will automatically be extended to cover Courtesy Cars provided by Us for the duration of the agreed period.

#### What is not covered

- Courtesy Cars are not provided if Your Car is stolen or determined as a total loss.
- Courtesy Cars are not provided for incidents abroad.
- Any other hire Car will not be covered under this Policy.
- Any fines for parking, motoring offences or fixed penalties, or congestion or toll charges incurred.

## Section 6

### Glass damage

#### What is covered

If You have Comprehensive cover We will pay for:

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

If You use Our Glass Helpline to arrange replacement or repair of Your windscreen or windows, You will receive unlimited cover for Your claim under this Section, less the Glass Damage Excess detailed below.

If You use a repairer other than Our Glass Helpline to arrange replacement or repair of Your windscreen or windows, You will only receive a maximum of £100 towards Your claim under this Section, less the Glass Damage Excess detailed below.

#### What is not covered

1. The applicable Excess
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 ADAS and CSC.

### Excesses

You will pay the Excess shown in the table below towards each claim for a replacement windscreen or windows, or Camera and Sensor Calibration.

Glass Damage Excess	
Replacement only	£75
Repair or Replacement requiring Camera and Sensor Calibration (CSC)	£150

If the damage to Your windscreen or windows is repairable and does not require:

- replacement windscreen or window; or
- Camera and Sensor Calibration;

then the Excess does not apply.

### How Your claims are settled under this Section

We will either:

- pay for the glass to be repaired; or
- pay for the glass to be replaced.

### Conditions

1. No claim against this Policy will be considered if reported more than thirty days after the expiry of Your 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 Section 1.

### Glass damage abroad

If You are travelling outside the Territorial Limits (United Kingdom and Isle of Man) and Your windscreen or windows are broken or damaged, Your claim shall be dealt with under Section 1 and may be subject to an Excess as detailed in Your Schedule.

Any payment under Section 1 solely for the breakage of Your windscreen or windows shall not affect any entitlements to No Claims Bonus. To make a windscreen claim please contact the Glass Helpline on: 0800 955 0108.

## Section 7

### No Claims Bonus (NCB)

No Claims Bonus (NCB) is evidence of the number of years You have accrued without making a claim or having had a claim made against You.

We may require proof of Your NCB. This must be in writing from Your last insurer immediately prior to this Policy. If You do not provide satisfactory proof of Your NCB, Your Policy may be subject to revised premiums, Terms, cancelled, or become invalid. For Your NCB to be accepted by Us, it must have been earned in the United Kingdom within the previous two years on a private car insurance policy.

We will increase Your existing NCB by 1 year if You do not make any claims during the current Period of Insurance or have any claims made against You. NCB will only be increased upon a full year of cover being completed. The maximum NCB entitlement We will accept is 9 years. When You renew Your Policy, We may reduce the premium which You pay if You have earned another year of NCB entitlement.

### Standard NCB

If You make a claim, or a claim is made against You during the Period of Insurance, Your No Claim Bonus will be reduced in accordance with Our scale shown below. We reserve the right to retain proof of Your No Claims entitlement until all payments due have been made.

#### Standard NCB Step-back Rules

NCB (years) at the start of Your current Period of Insurance	NCB (years) 1 Claim	NCB (years) 2 Claims	NCB (years) 3 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

### NCB 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 Bonus (NCB) as long as:

- You are able to provide the make, model and vehicle registration number of the other vehicle involved; and
- 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 Bonus 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 Bonus restored.

## NCB Protection

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

If You make a claim, or a claim is made against You during the Period of Insurance, Your current protected No Claims Bonus entitlement will be reduced in accordance with Our scale shown below. We reserve the right to retain proof of Your No Claims Bonus entitlement until all payments due to Us have been made.

### *Protected NCB Step-back Rules*

NCB (years) at the start of Your current Period of Insurance	NCB (years) with 1 claim in 5 years prior to Renewal Date	NCB (years) with 2 claims in 5 years prior to Renewal Date	NCB (years) with 3 claims in 5 years prior to Renewal Date	NCB (years) with 4 claims in 5 years prior to Renewal Date	NCB (years) with 5 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

## Section 8

### Personal accident

#### What is covered

If You have Comprehensive Cover and You or Your spouse or Civil Partner are accidentally killed or injured while getting into, travelling in or getting out of Your Car, We will pay a benefit as explained below. The death or loss (resulting in a complete and permanent disability) must occur within 90 days and be a direct result of the accident and the incident must have taken place within the Territorial Limits (United Kingdom and Isle of Man).

#### How Your claims are settled under this Section

For claims under this Section We will pay the following:	Benefit Level
• Accidental death	£5000
• Complete and Permanent Disability:	
Loss of use of one or more limbs at or above the elbow or knee	£5000
Loss of sight in one or both eyes	£5000

If We pay a claim for death, We will make this payment to the appropriate personal representative.

#### What is not covered

1. More than £5000 in any one Period of Insurance.
2. If You or Your spouse or Civil Partner have more than one Policy with Us, We will only pay out under one Policy.
3. 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.
4. 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.

## Section 9

### Medical expenses

If You have Comprehensive cover and anyone in Your Car is injured in an accident involving Your Car, We will pay medical expenses of up to £100 for each injured person.



## Section 10

### 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 Bonus.

## Section 11

### Overnight accommodation & transport following a claim

If You have Comprehensive cover and are unable to continue Your journey as a result of loss of or damage to Your Car, 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 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, however, 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 salvage Your Car following a total loss for disposal in accordance with the Association of British Insurers' code of practice.

## Section 12

### Personal belongings

#### What is covered

- If You have Comprehensive cover We will cover personal belongings which are in Your Car and are lost or damaged by accident, Fire or Theft. The most that will be paid is £150 for any one claim.

#### What is not covered

- Money, stamps, jewellery, tickets, vouchers, documents or securities.
- Goods, samples or tools carried in connection with any trade or business.
- Wear and tear.
- Property insured under any other Policy.
- Loss of or damage to laptops, mobile phones, smart phones, tablets or portable electronic navigational equipment.
- Theft of Personal Belongings if carried in an open top or convertible Car unless contained in a locked boot.
- 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.

#### How Your claims are settled under this Section

We will pay the cost of the item less an amount for wear and tear, to You or the owner of the property. We may at Our discretion, require documentary evidence to substantiate Your claim and/or may require a sight of the damaged item.

## Section 13

### Key Cover

This Section provides cover for Your Car's Keys and replacement locks if Your ignition Keys are stolen. The maximum We will pay under this Section is:

- £1000 towards costs for stolen Keys

#### What is covered

If you have Comprehensive cover, We will pay towards to the costs of:

- replacing the Keys or ignition activation device;
- replacing the door locks and/or boot lock;
- replacing ignition/steering lock;
- replacing the lock transmitter and central locking interface; and

Where it can be established to our reasonable satisfaction that the identity or garaging address of your vehicle is known to any person who may have stolen or found your ignition Keys, We will pay towards the costs of:

- Replacing the affected parts of the alarm and/or immobiliser; and
- The reasonable cost of protecting Your Car, transporting it to the nearest repairers when necessary and delivering it after repair to your address.

#### What is not covered

- The Excess shown on Your Schedule.
- Any claim where the Keys, lock activation device or the lock transmitter and central locking interface are either:
  - Left in or on the car at the time of the loss; or
  - Taken without your permission by a person known to you, unless that person is reported to the police and a crime reference number is provided.
- Any claim for stolen Keys if the Theft is not reported to the Police and a crime reference number is not provided.
- Any claim for stolen Keys which exceeds the Market Value of Your Car or £1000.
- Courtesy Car under Section 5.

If You make a claim under this Section of Your Policy, Your No Claims Bonus will not be affected, providing:

- You pay the Excess shown on Your Policy Schedule; and
- You report the incident to the police and provide Us with the crime reference number.

## Section 14

### Child seat cover

#### What is covered

If You have Comprehensive cover We will cover children's Car seats or booster seats fitted in Your Car if Your Car is involved in an accident, Fire, Theft or attempted. We will pay for the cost of a replacement of a similar model and standard, subject to the provision of the purchase receipt for the original item. Unless stolen, the child's Car seat or booster seat should be made available for inspection.

## Section 15

### General Exclusions Applying to the Whole Policy

#### **This Policy does not cover the following:**

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

1. Any injury, loss or damage occurring while Your Car is being:
  - a) driven by or is in the charge of any person not shown on Your Certificate of Motor Insurance; or
  - b) 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; or
  - c) 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; or
  - d) used for any purpose not shown on Your Certificate of Motor Insurance; or
  - e) driven by, or is in the charge of for the purpose of being driven by, any person to whom Your Car has been hired; or
  - f) used in an unsafe or unroadworthy condition or, where such regulations require, does not have a current MOT Certificate; or
  - g) used to carry any dangerous substances or goods; or
  - h) 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 4 x 4 event.
2. Any loss, damage or liability when Your Car is 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.
3. Any loss, damage or liability if caused maliciously or deliberately by any person driving Your Car with Your permission, agreement or support.
4. Any 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.
5. Any loss, damage or liability arising from the use of Your Car on any description of footpath, bridleway or restricted byway, this Policy only provides cover to meet the minimum insurance requirements under the Road Traffic Act for vehicular use on a byway open to traffic.
6. Any injury, loss or damage occurring while Your Car is being: driven or in the charge of anyone who does not have a valid driving licence, is disqualified from driving, has not held a driving licence, is prevented by law from holding one and who does not keep to the Terms and Conditions of their driving licence as required by DVLA/DVANI rules and regulations and any relevant law.
7. Liability You have under any agreement, unless You would have had the liability if the agreement did not exist.
8. Loss, damage, injury or legal liability directly or indirectly caused by, resulting from or in connection with invasion, war, revolution or any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss, except where such liability is required to be covered by the Road Traffic Act. The definition of Terrorism shall follow the interpretation as set out in the Terrorism Act 2000 or subsequent amendments thereto or be any act deemed by the Government or a UK Court of Law to be an act of Terrorism.

9. Except to the extent that We are liable under the Road Traffic Acts this Policy does not cover any injury, loss or damage caused by or arising from:
  - earthquake; or
  - Riot or civil disturbance within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands where the insured person has taken part in the riot or caused damage to or stolen any property during the riot or committed a criminal offence relating to the riot.
10. Loss, damage, injury or legal liability caused directly or indirectly by:
  - pressure waves caused by aircraft and other flying objects; or
  - ionising radiation or radioactive contamination from any nuclear fuel or from any nuclear waste arising from burning nuclear fuel; or
  - the radioactive, poisonous, explosive or other dangerous properties of any explosive nuclear equipment or part of that equipment.
11. Any accident, injury, loss, damage or liability arising while Your Car is in a place used for the take-off, landing, parking or movement of aircraft, including the associated service roads, refuelling areas and ground equipment parking areas.
12. Any decision or action of a court outside the United Kingdom or the Isle of Man, unless the decision is made or action is taken in a foreign court because Your Car was used in that country and that country is in the European Union or is mentioned by name in Section 4.
13. Any liability for death, injury, illness, or loss of or damage to property, arising directly or indirectly from pollution or contamination, unless it is directly caused by an event which is sudden, identifiable, unintended and unexpected.
  - The whole event must happen at a specific time and place during the Period of Insurance.
  - We will treat all pollution or contamination arising from one incident as having happened at the time of the incident.
  - This Policy does not cover claims arising from pollution or contamination which happen as a result of deliberately releasing substances or as a result of leaks from Your Car caused by failure to properly maintain it.
  - This Exclusion does not apply where We need to provide the minimum level of cover required by law.
14. 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.
15. Any loss or damage resulting from the impoundment or confiscation of Your Car by Customs and Excise, Police or any other Government Authority.
16. Any accident, injury, loss, damage or liability while Your Car is:
  - Towing a Trailer which is unsafe or has an unsecure load.
  - Towing more than one caravan, Trailer or disabled mechanically propelled vehicle at any one time.
  - Being used to carry passengers or goods in a way likely to affect the safe driving and control of the car.
17. Any accident, injury, loss, damage or liability while Your Car is outside the Territorial Limits unless allowed under Section 4.
18. Loss or damage or liability which is the responsibility of the person driving or steering any vehicle being towed by Your Car or being towed by a vehicle being driven by You.
19. Legal liability when a Trailer or broken-down vehicle is being towed for profit.

# Section 16

## General Conditions Applying to the Whole Policy.

You must comply with the following Conditions to have the full protection of Your Policy. If You do not comply with them, We may cancel the Policy or refuse to deal with Your claim or reduce the amount of any claim payment.

### 1. Making Claims

- In the event of any claim under this Policy, You or any insured driver or Your legal representative must phone Our claims helpline with information as soon as is reasonably possible. If Your claim is for glass damage only, phone Our Glass Helpline. The telephone numbers are shown on Your Schedule.
- You or any insured driver must immediately send to Us any writ, summons, letter, claim or other document, unanswered.
- You or any insured driver must immediately tell Us about any impending prosecution, inquest or fatal accident inquiry.
- You or any insured driver must not admit liability for or negotiate the settlement of any claim unless You have Our written permission.
- You or any insured driver must give Us all the information and help requested including any documentary evidence to substantiate Your claim. All information provided must be true and correct to the best of Your knowledge.

#### *We, as Your Insurer, can:*

- take over and conduct the defence or settlement of any claim; and
- take legal action over any claim.

These actions may be taken in Your name or the name of any insured person. Failure to notify any required changes and to take reasonable care to ensure that any information supplied is provided honestly, fully and correctly may result in Your Policy being cancelled or treated as if it never existed, or in Your claim being rejected or not fully paid.

**You must cooperate fully with Us on all matters concerning the handling and settlement of any claim. If You do not cooperate with Us, We may cancel Your Policy and/or refuse to deal with Your claim.**

### 2. Care of Your Car

You or any insured driver must take all reasonable steps to:

- protect Your Car from loss or damage; and
- maintain Your Car in an efficient and roadworthy condition, We may examine Your Car at any time.
- ensure You have a valid MOT Certificate for Your Car if one is needed by law.

### 3. 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 Bonus and will also mean that there will be no entitlement to a refund of premium if the Policy is cancelled or declared void.

#### 4. Other insurance

If any liability, loss or damage is covered by any other insurance, We will only pay Our share of the claim in accordance with our legal liability. This condition does not apply to Section 8 - Personal Accident.

#### 5. Keeping to this Policy

We will only provide the cover described in this Policy if:

- anyone claiming cover has kept to all its Terms, Conditions and Endorsements; and
- the information You gave on Your Statement of Insurance and declarations is correct and complete to the best of your knowledge and belief.

#### 6. 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 Insurance will immediately become due. We reserve the right to deduct this amount from the claim's settlement.

#### 7. Car sharing

The receipt of financial contributions as part of a car-sharing arrangement for social or similar purposes in respect of the carriage of passengers will not be regarded as the carriage of passengers for hire or reward (or the use of the Car for hiring) provided that:

- The Car is not constructed or adapted to carry more than seven passengers (excluding the driver).
- The passengers are not being carried in the course of a business of carrying passengers.
- The total contributions received for the journey do not involve an element of profit.

#### 8. Fraud

You must not act in a fraudulent manner. If You or anyone acting for You:

- mislead Us in any way, including who is the main user of the car, in order to obtain insurance from us, with more favourable Terms or to reduce Your premium; or
- make a claim under the Policy knowing the claim to be false or fraudulently exaggerated in any respect; or
- submit a document in support of a Policy or claim knowing the document to be forged or false in any respect; or
- make a claim in respect of any loss or damage caused by Your wilful act or with Your connivance.

Then:

- We shall not pay the claim.
- We shall not pay any other claim which has been or will be made under the Policy.
- We may cancel or declare the Policy void.
- We shall be entitled to recover from You the amount of any claim already paid under the Policy.
- We shall not make any return of premium.
- We may inform the Police of the circumstances.

#### 9. Victim of Crime

The circumstances of any claim which arises as a result of You being a victim of crime must be reported to Police as soon as practicable. You must fully cooperate with all resulting Police enquiries and any resulting prosecution of offenders.

## Section 17

This Section contains important notes about rights of cancellation. You must read these notes carefully. To cancel this Policy, You should contact Your broker.

### Your Cancellation Rights

You may cancel this Policy at any time by notifying Your broker of the cancellation in writing.

#### During the cooling-off period (14 days)

If You cancel Your Policy within the first 14 days either from the day of purchase of the contract or the day on which You receive Your Policy documentation, whichever is later, 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 costs incurred in issuing the Policy, as detailed in the Broker's Terms of Business.

#### After the cooling-off period

You may cancel this Policy at any time by notifying Us or Your broker of the cancellation in writing. On cancellation, 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), after deducting the cancellation charge and a deduction for the time You have been covered, as set out in the Broker's Terms of Business.

### Our Cancellation Rights

#### During the Period of Insurance

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 Wording document to cooperate 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.
- c. Where We do not receive evidence of Your No Claim Bonus, 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 Section 16 - General Conditions Applying to the Whole Policy.
- 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 Section 15 - General Exclusions Applying to the Whole Policy - 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 the Period of Insurance, where there is evidence of fraud or a valid reason for doing so. We will still send Our cancellation letter to the latest postal or email 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 Car 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.**

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, unless the cancellation reason is either a) or c) above. In this case, we will not return any premiums you have paid. If an incident has arisen during the Period of Insurance, which has or will give rise to a claim, then no refund will be issued.



## Section 18

### Changes which may affect Your cover

The Terms of Your Policy and premium are based on the information You have given us. If any of this information changes You must notify Us by calling Your broker. Below are some examples of what You should tell us. Please note these lists are not exhaustive and You should contact Your Broker if You are unsure about whether You need to inform Us of a change. Any changes to Your Policy will be subject to Our agreement and may not be acceptable, therefore please contact Your Broker for guidance on changes You wish to make. If a change to Your Policy is acceptable it may result in revised Terms and/or a change in the premium. Any changes to Your Policy may also be subject to administration fee charged by Your Broker. We reserve the right to request further documentation following a change made to Your Policy, such as proof ownership and/or confirmation of the registered keeper.

#### You must tell Us immediately if:

- You change Your address or the address where Your Car is normally kept;
- You or anyone covered by this Policy ceasing or changing jobs, or starting a new job, including any part-time work; or
- Your or any insured driver's driving licence is revoked either temporarily or permanently, or the status of the driving licence has changed, e.g. if You or any insured driver has passed their driving test.

#### You must tell Us about the following beforehand:

- If You intend to change Your Car or its registration number.
- If You intend to change what You use Your vehicle for.
- If You want to include other drivers or intend to change the main driver.
- If You intend to modify Your Car from the manufacturer's standard specification.

Modifications include optional extras and any changes to bodywork; these include but are not limited to:

- Changes to the bodywork, such as spoilers or body kits.
- Changes to suspension or brakes.
- Cosmetic changes such as alloy wheels.
- Changes affecting performance and/or handling, 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. This Policy does not cover any non-standard parts (modifications). Manufacturer's optional extras are only covered if they have been declared and We have agreed to arrange cover for them.

If You make a claim for loss or damage to Your Car, We will only pay the cost of replacing parts needed for Your Car to meet the manufacturer's standard specification. Failure to notify Us of a modification may result in Your Policy being cancelled or treated as if it never existed, or in Your claim being rejected or not fully paid.

#### You must tell Us about the following when You renew Your Policy:

If there have been any changes to the insurance details of You or any other person named as a driver under this Policy. Such changes to insurance details include, but are not limited to:

- Any information listed on Section 18, that should be advised immediately or beforehand.
- Any accidents, claims, losses or damages to any vehicle, whether or not a claim was made and regardless of blame. This includes all types of claims, damages or accidents such as Fire, Theft or glass damage (windscreen or window).

- Any prosecutions or motoring convictions that You or any insured drivers have received during the year, or any pending prosecutions, motoring convictions or fixed penalty notices or licence Endorsements.
- Any medical or physical condition or disability, for You or any insured drivers, that is notifiable to the Driver and Vehicle Licensing Agency (DVLA)/Driver & Vehicle Agency Northern Ireland (DVANI) which has not been notified to and accepted by the DVLA/DVANI.
- Any non-motoring convictions for all drivers that are not considered spent. A spent conviction is one which, under the Terms of the Rehabilitation of Offenders Act 1974, can be effectively ignored after a specified amount of time. If, however You have received a prison sentence of more than four years, Your conviction will never become spent.

Failure to notify any required changes and to take reasonable care to ensure that any information supplied is provided honestly, fully and correctly may result in Your Policy being cancelled or treated as if it never existed, or in Your claim being rejected or not fully paid.

# Section 19

## General Information

### 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 this Policy Wording document.

For more information on Data Protection 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 Us at any time to obtain details of the information held about You. Please write to: Data Protection Officer, Rock Services Ltd, Lysander House, Catbrain Lane, Cribbs Causeway, Bristol, BS10 7TQ.

### *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 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 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.**

### ***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 Bonus’ details against a No Claims Bonus database (“NCB”) to obtain information in relation to Your ‘No Claims Bonus’ 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 NCB 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 Bonus’ details against a No Claims Bonus database (“NCB”) to obtain information in relation to Your ‘No Claims Bonus’ 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 NCB 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 Bonus’ to certain organisations to be recorded on a NCB 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.

### ***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.

## Section 20

### Regulatory Information

#### Your Insurer

The insurer of Your Policy will be clearly shown on Your Certificate of Motor Insurance:  
Southern Rock Insurance Company Limited.  
Office 3A-C, Leisure Island Business Centre, 23 Ocean Village Promenade, Ocean Village, Gibraltar.  
Registered in Gibraltar number 93137.  
Authorised and regulated by the Gibraltar Financial Services Commission.

#### Financial Services Compensation Scheme (FSCS)

We are covered by the FSCS. You may be entitled to compensation from the scheme in the unlikely event We cannot meet Our obligations to You. This depends on the type of insurance, size of the business and the circumstance of the claim.

Further information about the compensation scheme arrangements is available from FSCS ([www.fscs.org.uk](http://www.fscs.org.uk)).

#### Complaints

##### *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 in writing by emailing [complaints@sricl.com](mailto:complaints@sricl.com).

You may also contact Us by post; please send this to:

Complaints Department  
Southern Rock Insurance Company Limited  
Office 3A-C 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 within eight weeks or explain Our position and provide timescales for responding. If Our investigations are likely to 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.

##### *The Financial Ombudsman Service (FOS)*

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. If you do not refer your complaint in time, the Ombudsman will not have our permission to consider your complaint and so will only be able to do so in very limited circumstances. For example, if the Ombudsman believes that the delay was as a result of exceptional circumstances. Their address is:

Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall 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)

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

### ***If Your complaint concerns Your Broker***

Please contact Your broker directly using the contact details listed on their website.

### ***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 [info@sricl.com](mailto:info@sricl.com).

### **Use of Language**

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

### **Important Legislation**

#### ***Consumer Insurance (Disclosure and Representations) Act 2012***

Under the Consumer Insurance (Disclosure and Representations) Act 2012, You have a duty to take reasonable care to answer all questions as fully and as accurately as possible. If You volunteer information which is over and above that requested, You must do so honestly and carefully.

You should check Your Statement of Insurance to ensure that all facts given are correct. It is an offence to make any false statement or withhold any information for the purpose of obtaining a Certificate of Motor Insurance.

Failure to answer all questions fully and accurately could invalidate Your insurance cover and could result in all or part of a claim not being paid.

#### ***Deregulation Act 2015***

The Deregulation Act 2015 changed the way Certificates of Motor Insurance are treated. Previously, it was a requirement for a Certificate of Motor Insurance to be delivered to a motorist before their insurance was considered to be valid, this is no longer the case. There is now a greater reliance on the Motor Insurance Database (MID) for identifying that the relevant cover is in place for a motor vehicle. Prior to the Deregulation Act 2015, it was an offence for a motorist not to return their Certificate of Motor Insurance when the Period of Insurance ended, this is now longer necessary.

In order to confirm that You have effective motor insurance for Your Car, We strongly recommend that You check MID, which can be accessed at [www.askmid.com](http://www.askmid.com).

Please note that if You have any communications from Us regarding the cancellation of Your Policy, 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.

## **Customer Services**

0344 776 8382

talk2us@Vavista.com

## **To report your claim call**

0344 840 9537

## **Windscreen Claims Glass Helpline**

0800 955 0108

# vavista

[www.vavista.com](http://www.vavista.com)