

# Your car insurance policy booklet



churchill<sup>TM</sup>

# Welcome to Churchill

## This booklet tells you about your car insurance

### About the policy

The policy is made up of:

- › This booklet.
- › Your car insurance details.
- › Your certificate (or certificates) of motor insurance.

If the policy includes Green Flag breakdown cover:

- › Your breakdown cover and your car insurance are part of the same policy.
- › The policy also includes the Green Flag policy booklet we've given you.

If you have a policy that includes DriveSure:

- › The policy also includes the DriveSure terms and conditions we've given you.

Please read all these documents carefully and keep them safe in case you need them.

### Words in bold type

Some of the words and phrases we use in this booklet have a specific meaning – for example, **your car** or **modifications**.

We've highlighted these words using bold type. You can find the exact meanings of these words in the 'Glossary' on page 4, or at the start of each section.

### Comprehensive with DriveSure

If you have a Comprehensive with DriveSure policy:

- › Your cover is the same as a Comprehensive policy.
- › Wherever Comprehensive is mentioned in this policy booklet, this also applies to you.

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## FAQs

### How much will you pay if my car is damaged?

Where damage to **your car** is covered under your **policy**, we'll pay the cost of repairing or replacing **your car** up to its UK **market value**. This is the current value of **your car** at the time of the claim. It may be different to the amount you paid or any amount you provided when you insured **your car** with us.

### Who is covered to drive other cars?

Your **certificate of motor insurance** will show who has cover to drive other cars. We'll only cover injury to third parties, or damage caused to their property, not to the car being driven. See 'Section 1: Liability' on page 11.

### Am I covered if I leave my car unlocked or the keys in the car?

We won't pay a claim for theft or attempted theft if **your car** is left:

- › Unlocked.
- › With keys or key fobs in, on, or attached to the car.
- › With the engine running.
- › With a window or roof open.

### What's not included in my cover?

We don't cover things like:

- › Mechanical or electrical failure.
- › Wear and tear.
- › Damage to tyres caused by braking, punctures, cuts or bursts.
- › Breakdowns (if your **policy** includes Green Flag breakdown, this may cover getting **your car** going again).

We won't provide cover if **your car** is being used:

- › By someone who's not insured on the **policy**.
- › By someone who's disqualified from driving.
- › For a purpose that's not allowed on the **policy** (as shown on your **certificate of motor insurance**).

You can find full details of what's not covered by the **policy** in each cover section, and in 'Losses we don't cover' on page 33.

### Does Churchill have approved repairers?

Churchill customers have access to a national network of **approved repairers**. If **your car** is repaired by one of these, they'll deal with all aspects of your repair.

### What is DriveSure?

DriveSure is our telematics insurance product. It's designed to capture how, when and where **your car** is driven, based on driver-monitoring technology. We use it to understand your driving style and give you feedback. This means we can base your premium on your driving record.

### What's the difference between commuting and business use?

**Business use** provides cover for driving in connection with a business or employment. Your **certificate of motor insurance** will show if your **policy** includes business use and the type of business use you have.

**Commuting** is driving to and from a permanent place of work, for either part of the journey, or for the whole journey. This includes driving to and from a car park, railway station or bus stop as part of your journey to and from a permanent place of work.

### Can I use my car abroad?

If you want to use **your car** abroad, your cover depends on the type of **policy** you have and where you're driving. You can find full details in 'Where you can drive' on page 31.

You may need a Green Card if you're travelling abroad. If you need one, please get in touch before you travel. We also recommend you take a European Accident Statement with you. You can get one at [churchill.com/eas-form.pdf](https://churchill.com/eas-form.pdf)

### Are my electric car's charging cables covered?

Your home charger and charging cables are considered an accessory to **your car**. This means they're covered under 'Section 2: Fire and theft' or 'Section 4: Accidental damage' of your **policy**.

You're also covered for any accidents to others involving your charging cables when they are attached to your car. For example, someone tripping over your cable, as long as you have taken due care to prevent such an accident. See 'Section 1: Liability' on page 11.

### Is my electric car battery covered?

**Your car's** battery is covered if it's damaged as a result of an insured incident. This cover applies whether your battery is owned or leased.

# Glossary

## About the glossary

When we use these words or terms in the policy they have these specific meanings (unless we say differently). These apply to your car insurance.

Please note: Section 7: Motor Legal Cover, Section 8: Guaranteed Hire Car Plus and 'Liability for automated cars in Great Britain' in Section 1: Liability also include additional words or terms that have specific meanings – you can find these at the start of the relevant sections.

If your policy includes Green Flag breakdown cover, please see your Green Flag policy booklet for details of the words and terms that apply to your breakdown cover.

**Accessories** Parts or products specifically designed to be fitted to **your car**, including your electric car's charging cables and the charger installed at your home. We may treat some accessories as **modifications**, so please tell us about any changes to **your car**.

**Approved repairer** A repairer in our network of contracted repairers who's approved by us to carry out repairs to **your car** following a claim under this **policy**.

**Approved windscreen supplier** A repairer we have approved and authorised to repair or replace **your car's** windscreen.

**Automated car** **Your car** where it is lawfully driving itself on roads or other public places in Great Britain. Please note that **your car** must be identified on the Secretary of State's list of motor vehicles that may safely drive themselves. This identification may be by type, information recorded in a registration document or in some other way.

**Car insurance details** The document that:

- › Identifies the **policyholder**.
- › Sets out details of the cover chosen.
- › Records the information the **policyholder** has given us.

**Car keys** Physical key or device for smart access provided with **your car** by a manufacturer that allows you to access and/or move **your car**.

**Certificate of motor insurance** This document provides evidence that you have taken out the insurance you must have by law. It shows who can drive **your car** and the purposes that it can be used for.

**Convertible** A motor car with a removable or retractable roof. These may be referred to as cabriolets, roadsters, soft-tops or hard-tops.

**Courtesy car** A small hatchback car, or similar car, that an **approved repairer** supplies to you temporarily on our behalf.

**Cyber event** An unauthorised, malicious or criminal act that creates, or intends to create, an outcome that includes, but is not limited to:

- › Interruption to electronic communications.
- › Corruption, unauthorised access to, or theft of data.
- › Hacking or service denial.

**Excess** The amount that you may have to pay towards a claim. Details of the excesses can be found in your **car insurance details**.

**In-car entertainment** Products designed to provide in-car entertainment that are either permanently fitted to **your car**, or removable. But not any personal portable electronic or entertainment equipment that isn't specifically designed to be used in **your car** (this may be covered under the Personal Belongings cover in Section 6 of this **policy**).

**Loss of any limb** A limb severed at or above the wrist or ankle, or the total and irrecoverable loss of use of a hand, arm, foot or leg.

**Main driver** The person you declared was the main user of **your car**, and who's shown as the main driver on your **car insurance details**.

**Market value** The cost of replacing **your car** with another of the same make and model, and of a similar age, mileage, and condition at the time of the accident or loss.

**Modifications** Any changes to **your car's** standard specification, including optional extras.

Modifications include changes to the appearance or the performance of **your car**, including wheels, suspension, bodywork and engine. Please note this is not a complete list. Modifications include changes made to **your car** by a previous owner.

**NCD owner** The person who has earned the No Claim Discount (NCD) that is in use on this **policy**.

**Partner** Your husband, wife, or civil partner, or someone you're living with as if you're married to them.

**Period of Insurance** The length of time you have insurance cover under this **policy**. You can find this on your **certificate of motor insurance** and **car insurance details**.

**Policy** The policy is made up of:

- › This booklet.
- › Your **car insurance details**.
- › Your **certificate (or certificates) of motor insurance**.
- › The Green Flag breakdown cover policy booklet – where this applies.
- › The DriveSure terms and conditions – where they apply.

**Policyholder** The person named as the policyholder on your **car insurance details**.

**Removable electronic equipment** Electronic equipment that is designed to be fitted to, and used in, **your car**, which can be removed when not in use. We do not cover speed assessment detection devices or any personal portable electronic or entertainment equipment (this may be covered under the Personal Belongings cover in Section 6 of this **policy**).

**Road Traffic Act** The Acts, laws and regulations that cover driving or using cars in:

- › Great Britain.
- › Northern Ireland.
- › the Channel Islands.
- › the Isle of Man.

**Terms** The terms, exclusions, conditions and limits that apply to the **policy**.

**Territorial limits**

- › Great Britain.
- › Northern Ireland.
- › the Channel Islands.
- › the Isle of Man.

**Track day** When **your car** is driven on a racing track, on an airfield or at an off-road event.

**Trailer** A trailer that has been specially built to be towed by a car.

**Vandalism** Damage caused by a malicious and deliberate act.

**Written off** When **your car** is so badly damaged that:

- › it's no longer roadworthy, or
- › the cost to fix it would be uneconomical, based on its **market value**.

**Your car** The car described in your **car insurance details**. This includes your car's **accessories** and spare parts if they are:

- › On your car or in it.
- › In your locked private garage.
- › Plugged into your car.

# Making a claim

## If you need to claim

These steps will help you and enable us to process your claim quickly.

## Here are some important numbers you'll need if you have an accident

### Need to claim?

**0345 878 6261**

### Windscreen claims

**0800 328 9150**

If you have Essentials, Comprehensive or Comprehensive Plus cover

### Motor legal helpline

**0345 246 2408**

If you have Motor Legal Cover

### Help with anything else

**0345 877 6680**

Store these numbers in your phone so you have them available if needed. Even if you don't make a claim on **your car**, it's important to let us know about the accident as quickly as possible. This will enable us to contact the other party and resolve the entire claim, giving you the best service and keep the costs down.

## How it works

To get the ball rolling, we'll need to know things like:

- › Your personal details.
- › Your **policy** number.
- › **Your car** registration number.
- › A description of the loss or damage.
- › If you've been in an accident, the other driver's details.

Please have these handy when you get in touch.

## Other information you need to send us

If you get any communication such as any notice or form from a court, any threat of legal action or similar, please contact us straight away. We'll deal with it or tell you what you need to do. You must also give us any other relevant information, documents or help we might need to process your claim, and pay any charges for sending such information. If you're unsure if a document is relevant, please give it to us anyway.

## Avoid increasing the amount claimed

You must not do, or refrain from doing, anything that would increase the amount of the claim without our written permission. For example, admit liability for, or negotiate to settle, any claim.

## Paying the excess

For some claims, you'll need to pay an **excess**. You can find your **excesses** on your **car insurance details**. Each driver may have different **excesses**. We won't charge an **excess** if:

- › You're in an accident that we believe is not your fault and we can make a full recovery of our costs. Sometimes you may have to pay the **excess** while we're looking into the claim, but we'll refund it once it's proven you're not to blame and we can recover our costs.
- › **Your car** is stolen from a private locked garage.

## If you're leasing your car or buying on hire purchase

If **your car** can't be repaired and you're leasing it, we'll pay any claims to the lease company, because they are the legal owners of the car.

If **your car** can't be repaired and you're buying it on hire purchase or a similar agreement, we'll pay any claims to the legal owner. We'll only pay any remaining balance to you if you have the option to become the full owner at the end of the agreement.

## How repairs and replacements work

This page explains how we'll repair **your car**. We'll only do this if it makes financial sense for us to do so. For more details, see:

- › Section 2: Fire and theft on page 14.
- › Section 4: Accidental damage on page 18.
- › Section 5: Windscreen damage on page 20.

### Repairs to your car

If our **approved repairer** carries out the repairs, you do not need an estimate, and you will benefit from our 5-year Guarantee. This means parts, materials and workmanship provided by our **approved repairer** are guaranteed for five years, unless you sell **your car** or end your lease. **Your car** will not qualify for repair under our 5-year Guarantee if the cause is a lack of maintenance, wear and tear, or a subsequent incident.

Where we have agreed this with you, reasonable and necessary repairs can be carried out at a repairer of your choice. However, you must give us full details of the incident and we must approve the repairer's detailed assessment of the repairs before the work begins. We may then make the arrangements for the repairs ourselves.

Where the repairs are carried out at a repairer of your choice, those repairs will NOT be guaranteed by us even though we may pay for them directly. For the purposes of this **policy**, those repairs will not be treated as being carried out by our **approved repairer**.

If there is a problem with any aspect of the repair, your first port of call is the repairer who did the original work. If you're still unhappy with any aspect of the repairs, please let us know.

### Windscreen repairs

We may decide to replace **your car's** glass with glass that hasn't been made by **your car's** manufacturer but is of a similar standard.

If you arrange windscreen repairs or replacement with someone who isn't an **approved windscreen supplier**, you don't need to get our approval beforehand. However, we'll only cover a limited amount – see 'Section 5: Windscreen damage' on page 20.

The **excess** amounts for windscreen repairs and replacement are shown on your **car insurance details**.

### Replacing parts in your car

We may decide to repair **your car** with parts that haven't been made by **your car's** manufacturer, but that are of a similar standard. This can include recycled parts. If any part or accessory is not available, the most we'll pay for that part will be the cost shown in the manufacturer's last UK price list (plus reasonable fitting costs).

### Removing, delivering and storing your car

If we're dealing with your claim under sections 2 or 4 of your **policy** and **your car** can't be driven, we'll cover reasonable costs to take it to the nearest suitable repairer.

We'll help you and your passengers make arrangements to get home, to your original destination or take you to a safe place.

We'll also cover the reasonable cost of delivering **your car** to you (at the address shown on your **car insurance details**) after it's repaired.

If we need to put **your car** into safe storage at any time, we'll cover the reasonable cost of storage.

### If your car is written off

If **your car** is **written off** and we agree to settle your claim on that basis, we will have met our responsibilities to you under the **policy**.

We will not refund any of your premium if you pay annually. If you pay by instalments under a credit agreement you must pay to us (1) all instalment payments that have already fallen due under the credit agreement and remain unpaid, and (2) the total remaining balance under the credit agreement. If we agree to pay your claim and you have not paid the amounts due to us under (1) and (2) above, we may reduce the amount that we pay in settlement of your claim by the amount that you owe us. Alternatively, we may write to you asking you for the full payment.

Once we settle your claim, **your car** will become our property and you must send us the registration document. All cover will then end unless we agree differently.



## What your cover includes

We'll provide cover up to the amounts shown below, depending on the type of claim and the level of cover. Please see under each section for further details and any restrictions. If the section of your **policy** you are looking to claim under includes an **excess**, we'll pay you up to the amount shown in the table after your **excess** has been deducted.

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## Section 1: Liability

### Liability to other people (third parties)

We'll cover you if you're found to be legally responsible for an accident.

If you're on:

Third Party, Fire and Theft

Essentials

Comprehensive

Comprehensive Plus

the cover in this section depends on the type of insurance you have.

### If you cause an accident

Included with:

TPFT

Essential

Comp

Comp+

We'll provide cover if you're found to be legally responsible to other people for an accident involving **your car** that:

- › injures or kills someone, and/or
- › damages someone else's property.

This includes accidents caused by:

- › A **trailer** or vehicle you're towing.
- › Any electric charging cables when attached to **your car** as long as you have taken due care to prevent such an accident.

We'll provide cover up to the amounts shown in 'What your cover includes' on page 8.

### If someone needs emergency medical treatment

Included with:

TPFT

Essential

Comp

Comp+

We'll cover emergency medical treatment if it's our responsibility under the **Road Traffic Act**.

If you claim for emergency medical treatment only, the **NCD owner** won't lose the No Claim Discount on this **policy**.

### If you have to go to court

Included with:

TPFT

Essential

Comp

Comp+

If there's an accident covered by this **policy**, we may pay reasonable legal costs or expenses to defend or represent you or any driver covered by this **policy**:

- › At a coroner's inquest or fatal accident inquiry.
- › In criminal proceedings to do with the accident.

It's up to us whether we do this. If we do, we must agree to all legal costs or expenses beforehand in writing. If we agree to pay these legal costs or expenses, we'll tell you how much we're willing to cover.

If you're deemed at fault for an incident and the other party have solicitors involved, we may need to pay the claimant's costs as part of the claim.

### Cover for other people

Included with:

TPFT

Essential

Comp

Comp+

We'll also cover any of the following people for their liability to others:

- › Anyone insured by this **policy** to drive **your car**, if they have the **policyholder's** permission.
- › Anyone that the **policyholder** allows to use, but not drive, **your car**.
- › Anyone getting into or out of **your car**.
- › The legal representative of anyone covered if that person dies.
- › The employer or business partner of anyone covered while **your car** is being used for business purposes, if your **certificate of motor insurance** includes business use.

## If the main driver is driving another car

May be included with:

TPFT

Comp

Comp+

The **main driver** may be covered for liability to others when driving another car. If they're covered:

- › You'll see this on your **certificate of motor insurance**.
- › When the **main driver** drives any other car, we'll provide the same cover as 'If you cause an accident' above, as long as:
  - They aren't covered by another insurance policy.
  - They don't own the other car, and it isn't hired to them under a hire-purchase or leasing agreement.
  - The car is not a hire, rental or courtesy car, unless we have provided or arranged it.
  - The owner of the car they're driving gives their permission.
  - The car they're driving is registered and being driven within the **territorial limits** or in the Republic of Ireland.
  - You still have **your car** and it hasn't been **written off**.

Check your certificate of motor insurance to see if the main driver is covered for liability to others when driving another car.

## Payments made outside the terms of the policy

If we have to make a payment that isn't covered by this **policy** because we're required to do so under any country's laws, we may ask you (or the person who is legally responsible) to pay us back any payment made that isn't covered by this **policy**. This includes any amount that we have to pay because you don't provide accurate and complete information.

## You're not covered for

### Liability

- ✗ We won't cover any liability for loss, damage or injury that's:
  - Covered by another insurance policy.
  - The result of grinding, cutting, welding or soldering operations, or using blow lamps or torches on or in **your car**.
  - Due to an act of terrorism as defined by the terrorism legislation applicable where the incident took place.

### Legal costs

- ✗ We won't cover any legal costs or expenses for:
  - Speeding offences.
  - Driving under the influence of alcohol or drugs.
  - Parking offences.

Please note: if you have Motor Legal Cover, you may have cover for costs relating to speeding offences. To find out more, see 'Section 7: Motor Legal Cover' on page 23.

### If you're driving another car

- ✗ We don't cover any damage, fire or theft to the car you're driving.
- ✗ We don't provide Motor Legal cover if you're driving another car.
- ✗ We'll only cover you if you still have **your car** and it hasn't been **written off**.

### Other exclusions

- ✗ We don't cover:
  - Damage caused by any driver insured on this **policy** to any property they own or are responsible for.
  - Liability for loss of, or accidental damage to, any car you're driving or any **trailer** or vehicle you're towing.
  - Death of, or injury to anyone working with or for the driver of the car (except as set out in the **Road Traffic Act**).

## Liability for automated cars in Great Britain

We'll provide cover for accidents caused by your automated car when it is lawfully driving itself on a road or other public place in Great Britain.

If you're on:

Third Party, Fire and Theft

Essentials

Comprehensive

Comprehensive Plus

the cover in this section depends on the type of car you have.

### Does this cover apply to my car?

The cover in this sub-section will only apply to your car if it has been identified on the Secretary of State's list of motor vehicles that may safely drive themselves.

If your car isn't identified on the list, the cover in this section won't apply to your policy.

You can find out more at [churchill.com/help-and-support](https://churchill.com/help-and-support)

## Words with a specific meaning

When we use these words or terms in this sub-section they have these specific meanings (unless we say differently).

**Insured person** The **policyholder** and anyone else insured by this **policy** to drive your **automated car** with your permission.

## Where am I covered?

We'll only provide the cover in this sub-section in Great Britain, which is:

- › England.
- › Scotland.
- › Wales.

This is because this sub-section has been written to comply with the laws of Great Britain.

If your **automated car** is involved in an accident when it is lawfully driving itself outside Great Britain (including when it is lawfully driving itself in Northern Ireland, the Channel Islands or the Isle of Man), the rest of your policy will apply.

## What we'll do

We'll provide cover:

### If your car causes an accident

We'll provide cover for an accident caused by your **automated car** when it is lawfully driving itself on a road or other public place in Great Britain and:

- › injures or kills any person (including the person in charge of your **automated car**), and/or
- › damages property.

### As long as you look after your car's software

You must keep the software of your **automated car** up to date and you must not modify it other than in accordance with any manufacturer's instruction.

## You're not covered under this sub-section for

- ✗ We won't cover any loss, damage or injury:
  - That takes place outside of Great Britain.
  - Caused by your **automated car** driving itself at any time or place that the use of automated functions is unlawful.
  - To the extent that an accident was caused or contributed to by any party suffering loss, damage or injury.
  - To an **insured person** if the accident is caused by a failure to install safety critical updates to your **automated car** or its software has been altered without the approval of the manufacturer. We may also require an **insured person** to repay us any amounts that we are required by law to pay.
  - To the person in charge of your **automated car** where the accident was wholly due to that person's negligence in allowing your automated car to begin driving itself when it was not appropriate to do so.
  - To property which an **insured person** owns or is responsible for.
  - That's covered by another insurance policy.
  - That's due to an act of terrorism as defined by the terrorism legislation applicable where the incident took place.
  - To your **automated car** or **trailer**.
  - To goods carried for hire or reward.
- ✗ We won't cover legal costs or expenses.

You may be covered for some of these exclusions under other sections of your policy – please check your policy carefully. If you have any questions, please get in touch.

## Section 2: Fire and theft

### Fire and theft

We'll put things right if your car is stolen, damaged by an attempted theft, or damaged by fire.

If you're on:

Third Party, Fire and Theft

Essentials

Comprehensive

Comprehensive Plus

the cover in this section depends on the type of insurance you have.

### Cover for your car

Included with:

TPFT

Essential

Comp

Comp+

If your car is:

- › Stolen.
- › Damaged as a result of theft or attempted theft.
- › Damaged by fire, lightning or an explosion.

We can choose to:

- › Repair – we'll repair the damage ourselves, or pay to repair it.
- › Replace – we'll replace whatever is lost or damaged if that's more cost-effective than repairing.
- › Repay – we'll settle your claim by sending a payment.

### Child car seats

Included with:

TPFT

Essential

Comp

Comp+

If you have a child car seat fitted to **your car** and **your car** is damaged by fire or theft, or stolen and not recovered, we'll arrange a replacement, or cover you for the cost of replacing the child car seat with a new one of a similar standard, even if there is no apparent damage. You may be required to provide proof of ownership as part of the claim.

## In-car entertainment fitted in your car when it was made

Included with:

TPFT

Essential

Comp

Comp+

If **your car** is damaged by fire or theft, or stolen and not recovered, we'll also replace any damaged or stolen **in-car entertainment** equipment that was permanently fitted in **your car** when it was made, as long as we haven't sent a payment to cover replacing **your car**.

## In-car entertainment fitted in your car after it was made

Included with:

TPFT

Comp

Comp+

If **your car** is damaged by fire or theft, or stolen and not recovered, we'll also replace any damaged or stolen **in-car entertainment** equipment that was permanently fitted in **your car** after it was made, as long as we haven't sent a payment to cover replacing **your car**.

## Removable electronic equipment

Included with:

TPFT

Comp

Comp+

If **your car** is damaged by fire or theft, or stolen and not recovered, we'll also replace any damaged **removable electronic equipment**, as long as we haven't sent a payment to cover replacing **your car**.

## How much am I covered for?

We'll provide cover up to the amounts shown in 'What your cover includes' on page 8.

## You're not covered for

### If your car isn't kept secure

- ✗ We won't cover loss or damage to **your car** if the person using it doesn't take care to keep the car secure. For example, if anyone who uses **your car**:
  - Left the **car keys** unattended in or on the car.
  - Left the car unattended and unlocked. This includes leaving windows, roof panels or hoods open or unlocked.
- ✗ We won't cover loss or damage to **your car** if someone takes it by fraud or deception while pretending to be a buyer.
- ✗ We won't cover any loss or damage to property if anyone who uses **your car**:
  - Left any **removable electronic equipment** or removable **in-car entertainment** inside a locked car where it could be seen.
  - Left any property in an open or **convertible** car outside of a locked boot or locked glove compartment.
- ✗ We won't cover loss or damage caused by theft or attempted theft of **your car** if any security device fitted to **your car** by the manufacturer is not operational when **your car** is left unattended.



### Theft of car keys

We'll cover your stolen car keys.

#### This cover is included with:

Essentials

Comprehensive

Comprehensive Plus

#### This cover is not included with:

Third Party, Fire and Theft

### What we'll do

We'll replace your stolen **car keys** and the locks they fit, including any locksmith charges.

You must take all reasonable steps to protect your **car keys** from theft.

If your keys are stolen, you'll need to pay the theft **excess**. You'll need to report this theft to the police and provide us with the crime reference number.

#### Car security

We'll provide cover to reprogram immobilisers, infrared handsets and alarms.

#### Car hire

If you can't drive **your car** because of stolen **car keys** and have our Guaranteed Hire Car Plus cover, we'll extend this cover while you're unable to use **your car**. See 'Section 8: Guaranteed Hire Car Plus' on page 28.

### Driving abroad

While driving **your car** abroad, we'll cover your **car keys** if they are stolen when:

- › You have Comprehensive cover and you've added Foreign Use Extension to your cover before you travel (this will be shown on your **car insurance details**).
- › You have Comprehensive Plus cover, where 90 days of Foreign Use Extension is included for each insured period.

You'll need to replace your **car keys** and send the receipts to us. We'll then reimburse the costs up to the amounts shown on page 8.

### You're not covered for

- ✗ There's no cover if anyone in your family or anyone living or staying at your home address takes your keys without your permission, unless you've reported it to the police and have a crime reference number.
- ✗ We don't cover any reduction in **your car's market value** because of stolen keys.
- ✗ We don't cover losses that aren't directly due to your keys being stolen. For example, we don't cover loss of use or earnings.

## Section 3: Courtesy car

### Courtesy car

The courtesy car will be a small hatchback, so may not be of a similar size or style to your car.

This cover is included with:

Third Party, Fire and Theft

This cover is included with:

Essentials

Comprehensive

if you haven't picked  
Guaranteed Hire Car Plus.

It's not included with:

Comprehensive Plus

because it's replaced by  
Guaranteed Hire Car Plus.

See page 28 to find out more about  
Guaranteed Hire Car Plus

### What we'll do

If you claim under section 2 or 4 of your **policy** and **your car** is being repaired by an **approved repairer**:

- › You will get a **courtesy car** to keep you mobile while **your car** is being repaired, subject to availability.
- › The **courtesy car** will be a small hatchback car with an engine size of up to 1000cc.
- › Your **policy** will cover you (or any other driver named on your **certificate of motor insurance**) to drive the **courtesy car**.
- › Your cover to drive the **courtesy car** is restricted to the limits on use and exclusions shown on your **certificate of motor insurance**, and in the **terms** of your **policy**.
- › A **courtesy car** may not be available on the day.
- › You can only drive the **courtesy car** within the **territorial limits**. It cannot be used in the Republic of Ireland.

### Whilst you have your courtesy car

If your insurance cover is third party, fire and theft, we'll also provide cover under sections 4 and 5 for the **courtesy car**. If you claim under these sections, you'll have to pay the first:

- › £250 if you claim under section 4 for accidental damage.
- › £115 if you claim under section 5 for windscreen replacement.
- › £25 if you claim for windscreen repair.

### You're not covered for

- ✗ If **your car** is **written off**, or is stolen and not recovered, you won't get a **courtesy car**.

## Section 4: Accidental damage

### Damage to your car

We'll put things right if your car is damaged.

If you're on:

Essentials

Comprehensive

Comprehensive Plus

the cover in this section depends on the type of insurance you have.

This cover is not included with:

Third Party, Fire and Theft

If **your car** is damaged, we'll also replace any damaged **in-car entertainment** equipment that was permanently fitted in **your car** when it was made, as long as we haven't sent a payment to cover replacing **your car**.

### In-car entertainment fitted in your car after it was made

Included with:

Comp

Comp+

If **your car** is damaged, we'll also replace any damaged **in-car entertainment** equipment that was permanently fitted in **your car** after it was made, as long as we haven't sent a payment to cover replacing **your car**.

### Accidental damage to your car

Included with:

Essential

Comp

Comp+

If your car is accidentally damaged, we can choose to either:

- Repair – we'll repair the damage ourselves or pay to repair it.
- Replace – we'll replace whatever is lost or damaged, if that's more cost-effective.
- Repay – we'll settle your claim by sending a payment.

'How it works' on page 6 tells you how we manage repairs and replacements.

### Child car seats

Included with:

Essential

Comp

Comp+

If you have a child car seat fitted to **your car** and **your car** is involved in an accident, we'll arrange a replacement, or cover you for the cost of replacing the child car seat with a new one of a similar standard, even if there is no apparent damage. You may be required to provide proof of ownership as part of the claim.

### In-car entertainment fitted in your car when it was made

Included with:

Essential

Comp

Comp+

### Removable electronic equipment

Included with:

Comp

Comp+

If **your car** is damaged, we'll also replace any damaged **removable electronic equipment**, as long as we haven't sent a payment to cover replacing **your car**.

### Misfuelling (using the wrong fuel)

Included with:

Comp

Comp+

We'll cover any damage to **your car** caused by misfuelling.

### You're not covered for

- ✗ We won't cover the cost of draining, flushing or replacing the fuel if the wrong fuel is put in **your car**.

### How much am I covered for?

We'll provide cover up to the amounts shown in 'What your cover includes' on page 8.

### You're not covered for

- ✗ We won't cover loss or damage caused by anyone who is convicted for driving while under the influence of drink or drugs at the time of the accident.

## Lost or damaged car keys

We'll cover your lost or damaged car keys.

This cover is included with:

Comprehensive

Comprehensive Plus

This cover is not included with:

Third Party, Fire and Theft

Essentials

## What we'll do

We can choose to either repair or replace your lost or damaged **car keys** and the locks they fit, including any locksmith charges.

You must take all reasonable steps to protect your **car keys** from loss or damage.

If your keys are lost or damaged, you'll need to pay the accidental damage **excess**.

### Car security

We'll provide cover to reprogram immobilisers, infrared handsets and alarms.

### Car hire

If you can't drive **your car** because of lost or damaged **car keys** and have our Guaranteed Hire Car Plus cover, we'll extend this cover while you're unable to use **your car**. See 'Section 8: Guaranteed Hire Car Plus' on page 28.

## Driving abroad

While driving **your car** abroad, we'll cover your **car keys** if they are lost when:

- › You have Comprehensive cover and you've added Foreign Use Extension to your cover before you travel (this will be shown on your **car insurance details**).
- › You have Comprehensive Plus cover, where 90 days of Foreign Use Extension is included for each insured period.

You'll need to replace your **car keys** and send the receipts to us. We'll then reimburse the costs up to the amounts shown on page 8.

## You're not covered for

- ✗ We don't cover any reduction in **your car's market value** because of lost keys.
- ✗ We don't cover losses that aren't directly due to your keys being lost or damaged. For example, we don't cover loss of use or earnings.

## Section 5: Windscreen damage

### Windscreen damage

We'll help put things right if the glass in your car is accidentally damaged.

#### This cover is included with:

Essentials

Comprehensive

Comprehensive Plus

#### It's not included with:

Third Party, Fire and Theft

### What we'll do

We'll pay to:

- › Replace or repair accidentally broken glass in the windscreen, sunroof or windows of **your car**.
- › Repair any scratching to the bodywork caused by the broken glass, so long as there wasn't any other loss or damage resulting from the same incident.
- › Recalibrate **your car's** ADAS (Advanced Driver Assistance System) where this relates to the repair or replacement of **your car's** windscreen.
- › If **your car** has a folding roof, we'll replace the roof and rear windscreen assembly together, if this is more cost-effective than replacing the glass alone.

### How much am I covered for?

We'll provide cover up to the amounts shown in 'What your cover includes' on page 8.

### You're not covered for

- ✗ Any other losses covered under another section of this **policy** for the same incident, such as dents to the bodywork.
- ✗ Damage caused by **vandalism** (this may be covered under Section 4: Accidental Damage).

If your claim is only for accidental damage to your car's windscreen, sunroof or windows, you won't lose the No Claim Discount on this policy.

You'll need to pay an excess for each incident you claim for.



## Section 6: Personal benefits

### Personal benefits

The additional cover you have as part of your car insurance.

If you're on:

Essentials

Comprehensive

Comprehensive Plus

the cover in this section depends on the type of insurance you have.

This cover is not included with:

Third Party, Fire and Theft

### Uninsured Driver Promise

Included with:

Essential

Comp

Comp+

If you claim for an accident that isn't your fault, and the driver of the vehicle that hits **your car** is uninsured, the No Claim Discount on this **policy** will not be affected and you will not need to pay an **excess**.

#### What we need from you

If this happens, you'll need to give us:

- › The registration number, make and model of the vehicle that hit you.
- › The driver's details, if possible.
- › The names and addresses of any independent witnesses, if available.

#### While we're looking into your claim

While we're looking into your claim, you may have to pay your **excess**. Also, if you renew during this time, you may temporarily lose the No Claim Discount on this **policy**. Once we confirm that the accident was the fault of the uninsured driver, we'll repay your **excess**, restore the No Claim Discount on this **policy**, and refund any extra premium you've paid that was solely due to this claim.

### Medical expenses

Included with:

Essential

Comp

Comp+

If **your car** is in an accident and people are injured, we'll cover medical expenses if needed. This is so long as no other car insurance policy covers the cost. We'll cover up to the amounts shown in 'What your cover includes' on page 8.

### Personal accident

Included with:

Essential

Comp

Comp+

We'll help if you or your **partner** are accidentally injured or killed in a car accident involving **your car**.

#### What we'll do

If you or your **partner** are accidentally injured while travelling in or getting in or out of **your car**, we'll pay you or your legal representatives up to the amounts shown in 'What your cover includes' on page 8.

We'll do this if the injury from this incident causes any of the following within three calendar months:

- › Death.
- › Total irrecoverable loss of sight in one or both eyes.
- › **Loss of any limb.**

#### How much am I covered for?

We'll cover up to the amounts shown in 'What your cover includes' on page 8.

If there's a claim for both you and your **partner**, these amounts are the maximum we'll cover in total for both people.

If we insure you for personal accident under another of our insurance policies, U K Insurance Limited will only pay out on one of your policies.

We'll only pay out once in any **period of insurance**.

#### You're not covered for

✗ We won't cover:

- Any injury or death caused by suicide or attempted suicide.
- Anyone who is convicted for driving while under the influence of drink or drugs at the time of the accident.

## New car replacement

Included with:

Comp

Comp+

If your new car is stolen and not recovered, or **written off**, we'll replace it with one of the same make and model.

### When you'll get this cover

We'll provide this cover so long as:

- › You're the first and only registered keeper.
- › If you have Comprehensive cover, **your car** is less than 1 year old when it's stolen or damaged.
- › If you have Comprehensive Plus cover, **your car** is less than 2 years old when it's stolen or damaged.

### What we'll do

We'll replace **your car** with one of the same make and model if it has:

- › Been reported as stolen to the police and has not been found.
- › Suffered damage that this **policy** covers, and the cost of repairing it is more than 60% of the last UK list price (including taxes).

We can only do this if a replacement car is available in the UK, and so long as anyone else with an interest in **your car** agrees.

If a suitable replacement car is not available, or **your car** was not supplied as new in the UK, we'll pay you the **market value** of **your car** at the time it was stolen or damaged. We'll take any **excess** off the amount we pay you. If we settle a claim this way, the lost or damaged car becomes our property, and you'll need to send us the registration document.

## Hotel expenses

Included with:

Comp

Comp+

If you cannot drive **your car** after an accident or loss that's covered under sections 2 or 4 of this **policy**, we'll cover up to the amounts shown in 'What your cover includes' on page 8.

The limit is the total we'll pay for everyone in **your car**.

## Personal belongings

Included with:

Comp

Comp+

We'll pay for personal belongings if they're lost or damaged by fire, theft, attempted theft or accident while they're in or on **your car**. We'll cover up to the amounts shown in 'What your cover includes' on page 8.

If you ask us to pay someone else, we'll have no further responsibility to you once we've done this.

### You're not covered for

- ✗ Money.
- ✗ Credit or debit cards.
- ✗ Stamps.
- ✗ Tickets.
- ✗ Vouchers.
- ✗ Documents.
- ✗ Securities (such as share or Premium Bond certificates).
- ✗ Goods or samples for a trade or business.
- ✗ Any property that's insured under any other policy.

## Vandalism Promise

Included with:

Comp

Comp+

If you claim for damage to **your car** that's a result of **vandalism**, this won't affect the No Claim Discount on this **policy**.

### What happens if you claim

If you claim, you'll need to:

- › Pay the **excess** that applies to accidental damage claims when the car is unattended.
- › Report the **vandalism** to the police. To do this, call 101 (unless it's an emergency).
- › Get a crime reference number from the police and give it to us.

Until we have the crime reference number, you may temporarily lose the No Claim Discount on this **policy**.

### You're not covered for

- ✗ Our Vandalism Promise doesn't cover damage caused by another vehicle.



## Section 7: Motor Legal Cover

### About Motor Legal Cover

We'll cover your Costs if you need to take legal action or defend yourself in court. We will only provide this cover if your claim has a reasonable chance of succeeding for the duration of the claim.

This cover is included with:

**Comprehensive Plus**

It's an optional extra for:

**Third Party, Fire and Theft**

**Essentials**

**Comprehensive**

Check your car insurance details to see if this cover is included.

### Words with a specific meaning

When we use these words or terms in this section they have these specific meanings (unless we say differently).

**Abroad** Anywhere outside of the **territorial limits**, restricted to the Republic of Ireland and countries listed in 'Where you can drive' on page 31.

**Appointed representative** The **preferred law firm**, solicitor, or other suitably qualified person that we appoint to represent you under this section of the **policy**.

**Costs** Legal costs, including:

- › All reasonable, necessary and proportionate legal fees, expenses and other fees charged by the **appointed representative** and agreed by us. We'll assess legal fees, expenses and other fees on the standard basis, or in line with any fixed recoverable costs scheme that applies.
- › Any fees that your opponent incurs that you're ordered to pay by a **court**.
- › Any other fees we agree to in writing.

**Court** A court, tribunal or other suitable authority.

### Date of incident

- › For road traffic accidents – the date the accident happened.
- › For motoring offences – the date the alleged offence took place.
- › For motor contract disputes – the date the alleged incident took place.

**Preferred law firm** The law firm we choose to provide legal services. We choose these legal specialists as they have the expertise to deal with your claim and comply with our agreed service standards.

### Reasonable chance of succeeding

**For road traffic accident and motor contract dispute claims** When we and the **appointed representative** agree that there is a higher than 50% chance that you'll get a favourable judgment and do either of the following:

- › Recover your losses or damages.
- › Get any other legal remedy we agree to. (For example, an enforcement of judgment, a successful appeal, or a successful defence of an appeal.)

**For motoring offence claims** When we and the **appointed representative** agree that there's a higher than 50% chance that you can achieve any of the following:

- › Reduce your sentence or fine.
- › Make a successful appeal.
- › Make a successful defence of an appeal.

**Terms of appointment** A separate contract we make with the **appointed representative** if they're not a **preferred law firm**. It sets out:

- › The amounts we will pay the **appointed representative**.
- › Their responsibilities to report to us.

## Who's covered?

You'll have this cover if you're any of the following:

- › The **policyholder**.
- › Named as a driver on your **certificate of motor insurance** and **car insurance details**.
- › The registered keeper of **your car**.
- › A passenger – so long as it's a motoring offence or a road traffic accident case.

## What we'll do

### If you're prosecuted for a motoring offence

We'll provide cover for the **costs** to defend you in a criminal **court** within the **territorial limits** if you're prosecuted for a motoring offence while using **your car**.

### If you're in a motor contract dispute

We'll provide cover for the **costs** for you to pursue or defend a breach of contract claim within the **territorial limits** for:

- › Buying or selling **your car**.
- › Buying or hiring goods or services for **your car**.

### If you're in a road traffic accident

You can use this cover if you're in a road traffic accident with a moving vehicle, as defined by the **Road Traffic Act**, where someone else is to blame.

We'll pay the **costs** to help you claim your uninsured losses from the person who was to blame for the accident.

Examples of the uninsured losses you may claim for include:

- › Compensation for your death or bodily injury.
- › Accident repair costs if you don't have Comprehensive or Comprehensive Plus cover (we'll cover repair costs ourselves under these policies).
- › Damage to any belongings in **your car** that you're legally responsible for.
- › Any other financial losses that happened as a direct result of the accident.

You can use this cover if:

- › **Your car** is involved in the road traffic accident within the **territorial limits** or when driving **abroad**.
- › Someone not insured by this cover is more than 50% to blame.

We'll also cover up to £250 for travel expenses you can't claim elsewhere if you have to go to a **court abroad**, as a claimant or witness. We'll only pay what is reasonable and necessary for these expenses.

## How much am I covered for?

We'll provide cover up to the amount shown in 'What your cover includes' on page 8. The amount shown includes any VAT payable, and is the most we'll pay for all claims, including any appeal or counterclaim to do with the same incident.

### The motor legal helpline

You can ring the 24-hour legal helpline on 0345 246 2408 for confidential legal advice on any private motoring legal problem. It doesn't matter whether you intend to claim for the problem or not.

The helpline doesn't advise on any claim you make under your car insurance policy. It can only help with problems to do with laws that apply in the UK.

## You're not covered for

### ✗ We don't cover:

- Legal claims for any loss or damage that's already covered by this **policy** or any other insurance policy.
- Claims that are to do with an incident that happened before your cover started.
- Any **costs** that we haven't agreed to, or any **costs** that relate to the period before we accept your claim.
- Fines, penalties, compensation or damages you're ordered to pay by a **court**.
- Any dispute with us under Motor Legal Cover. However, if you have a complaint, please see 'If you have a complaint' on page 42.
- Any appeal or enforcement action, unless we provided cover for the original claim.
- Psychological injuries or mental illness, unless they were caused by something covered by the **policy** that also caused you physical injury.
- Action against another person insured by this **policy**, if that person was to blame for the accident.

### If you're prosecuted for a motoring offence

#### ✗ We don't cover any offences to do with:

- Parking, obstruction or waiting.
- Drink or drugs.
- Vehicle tests, such as the MOT.
- Driving unroadworthy vehicles.  
For example if **your car** has:
  - tyre tread that is below the legal limit
  - faulty brakes
  - headlights that don't work properly.
- Driving licences or vehicle documentation.

#### ✗ We don't cover any prosecution if either of the following applies:

- You were driving without valid motor insurance.
- You're already covered under Liability to other people – see 'Section 1: Liability' on page 11.

## If you're in a motor contract dispute

### ✗ We don't cover any claim if the amount in dispute is less than £250 including VAT.

### ✗ We don't cover any dispute:

- To do with faults in **your car**, its spare parts or **accessories**, if you knew about the faults before buying these items, or before your Motor Legal Cover started.
- Between you and someone you live with or used to live with.
- With anyone insured by this **policy**.
- About a car insurance policy or claim.
- About the purchase or sale of salvage.
- About contracts you entered into before your Motor Legal Cover started.

### ✗ We don't cover claims for any contracts to do with:

- A profession, business, trade, or any other activity that you're paid for or that aims to make money.
- Your employment.
- The sale of **your car**, its spare parts or **accessories**, if the person who entered into the contract is not the owner.
- Loans, borrowing or other financial services contracts.

## Making Motor Legal Cover claims

### Accepting your claim

Before we cover your **costs**, we must accept that you have a valid claim.

We'll only accept your claim if:

- › The incident happened within the **territorial limits** – except where covered **abroad**.
- › You were covered on the **date of incident**.
- › The legal proceedings will happen in a **court** within the **territorial limits** – except where covered **abroad**.

### Following the policy terms

You must do all of the following:

- › Comply with all of the **terms** of this **policy**.
- › Take all reasonable precautions to minimise the cost of claims.
- › Take all reasonable precautions to prevent a claim from happening.

If you haven't followed any of the **terms** of this **policy**, and this prejudices our position, we have the right to:

- › Refuse or withdraw from the claim.
- › Refuse to cover **costs** – even if we've already agreed to them.
- › Ask you to reimburse **costs** that we've already paid.

### Choosing who represents you

You can choose an **appointed representative** to look after your interests. This will include looking after your interests in any inquiry or other **court** proceedings, or if there's any conflict of interest. Your **appointed representative** can be:

- › From a **preferred law firm** that we suggest.
- › Your own choice of **appointed representative** – however you can't choose your own **appointed representative** if it's a contract dispute until it's necessary to take your claim to **court**, or if there's a conflict of interest.

If you choose an **appointed representative** who isn't from a **preferred law firm**, they must agree to our **terms of appointment**. We'll only cover their **costs** from the date they agree to our **terms of appointment**.

You'll have a separate contract with your **appointed representative**. If they charge any

**costs** that we don't agree, you'll be responsible for paying these.

### Checking whether your claim has a reasonable chance of succeeding

Before we go ahead, we must agree with your **appointed representative** that your claim has a **reasonable chance of succeeding**. We will only provide this cover as long as we and your **appointed representative** agree your claim has a **reasonable chance of succeeding** for the duration of the claim. This can change during your claim.

Sometimes the **costs** of a legal action may be too much in relation to the value of your claim, this relates to a legal test that is referred to as 'proportionality'. In these cases, we may not provide further cover for your claim. When looking at how much your claim will cost to take legal action versus the potential benefit to be gained in pursuing your claim, we consider things like:

- › The difficulty of the case. Cases which are more difficult usually have greater legal **costs** attached to them.
- › The potential total value of the case. This includes the amount of damages you may be able to recover from the other party.
- › The non-financial value of the case. Sometimes your claim will have a benefit to you which is difficult to value in financial terms but is still worth pursuing. For these claims your **appointed representative** will take the benefit to you into account when calculating the total value of your claim.
- › If it would be reasonable to spend more in pursuing a claim than the benefit you would get in doing so.

Your **appointed representative** will assess the potential value to be gained in pursuing your case and the cost to take legal action.

If there are conflicting opinions about whether your claim is likely to succeed, we'll ask you to get an expert opinion from a barrister. We'll agree which barrister with you.

If the barrister agrees with you, you won't need to pay for their advice. If they don't agree with you, you'll have to pay the **costs** for their advice.

### Co-operating with us and your appointed representative

We can contact your **appointed representative** at any time, and they must co-operate with us.

You must:

- › Co-operate with us and your **appointed representative**.
- › Get our agreement before instructing a barrister or an expert witness.
- › Keep us and your **appointed representative** up to date with any developments to do with the claim.
- › As soon as possible, give us and your **appointed representative** any information, evidence and documents that you have or know about.
- › Tell your **appointed representative** to give us any documents, information or advice that they have or know about, if we ask.

You must not take any action that hasn't been agreed by us or your **appointed representative**.

### If your appointed representative refuses to continue acting, or if you dismiss them

If either of the following happens, we'll end cover for your **costs** immediately, unless we agree to a different **appointed representative**:

- › Your **appointed representative** stops acting for you with good reason – for example, you behave dishonestly while dealing with your claim.
- › You dismiss your **appointed representative** without good reason – for example, you disagree with their legal advice.

## Settling or ending your claim

### Offers to settle your claim

You must tell us if anyone:

- › Offers to settle your claim.
- › Makes a payment into **court**.

If you refuse to accept an offer or payment that we or your **appointed representative** think you should accept, we can refuse to cover any further **costs**.

### Approval to settle or end your claim

Unless we agree, you must not:

- › Stop, settle, negotiate or withdraw your claim.
- › Dismiss your **appointed representative**.

We won't withhold our agreement to take these actions without good reason.

### When we might choose to settle your claim

We can settle your claim outside of **court** if we think it makes financial sense to do this. We'll do this by covering you for:

- › The amount you're likely to be awarded by a **court**.
- › The equivalent financial value, if your claim is not for damages.

### Checking costs

We have the right to have **costs**:

- › Certified by an appropriate professional body.
- › Checked by an auditor (for example a Costs Lawyer) that we choose.
- › Assessed by a **court**.

### Recovering costs

If your **costs** can be recovered from somewhere else, you must tell your **appointed representative** to do this. If we've paid **costs** that you then recover, you must pay the money back to us.

We'll share recovered **costs** with you if:

- › We refused to cover further **costs** and you paid more **costs** to end your claim.
- › You paid the difference between the **costs** we offered your **appointed representative** and the **costs** they charged.

We'll split any recovered **costs** to reflect who paid **costs** originally. For example, if you paid 60% of the original **costs**, you'll receive 60% of the recovered **costs**.

## Section 8: Guaranteed Hire Car Plus

### About Guaranteed Hire Car Plus

We'll aim to give you a hire car of a similar size to yours, if your car is damaged in an incident, written off or stolen.

#### This cover is included with:

Comprehensive Plus

#### It's an optional extra for:

Essentials

Comprehensive

Check your car insurance details to see if this cover is included.

#### It's not included with:

Third Party, Fire and Theft

### Words with a specific meaning

When we use these words or terms in this section they have these specific meanings (unless we say differently).

**Driveable** If you have an accident or need to claim, **your car** is driveable if:

- › It's legal to drive.
- › It's roadworthy.
- › You've agreed with us it's safe to drive.

**Hire car** A car or van, that is supplied to you temporarily on our behalf by the **hire car company**.

**Hire car company** The company that we instruct to give you the **hire car**.

### What we'll do

Guaranteed Hire Car Plus is designed to keep you mobile while **your car** is being repaired, by providing you with a **hire car** that's a similar size to **your car**. You may also have access to the car for longer than if you only have **courtesy car** cover.

The type of **hire car** provided is decided by the **hire car company** and is dependent upon **your car**:

- › If **your car** has up to 5 seats – a **hire car** up to a 4/5 door standard saloon may be provided.
- › If **your car** has 6 or more seats – a **hire car** up to a Mini MPV may be provided.

We'll always try to provide you with a **hire car** that's a similar size to **your car**, but sometimes one may not be available. We cannot guarantee that your **hire car** will be the same as **your car** in terms of its size, type, value or status.

### When am I covered?

If we're dealing with your claim under sections 2 or 4 of your **policy**, we'll arrange for a **hire car company** to provide you with a **hire car** when both of the following apply:

- › **Your car** is damaged because of an accident, fire or theft, or if it's stolen and not recovered.
- › The loss or damage happens within the **territorial limits**.

For details of your cover in the Republic of Ireland, see 'Where you can drive' on page 31.

### How much am I covered for?

#### If your car can be repaired, and is driveable

We'll provide you with a **hire car** from the point **your car** goes in for repair:

- › If you use our **approved repairer**, until they've repaired **your car**.
- › If you use your own repairer, for up to 21 days in a row while they're repairing **your car**.

#### If your car can be repaired, and is not driveable

As soon as you've confirmed that we can start the repair, we'll provide you with a **hire car**:

- › If you use our **approved repairer**, until they have repaired **your car**.
- › If you use your own repairer, for up to 21 days in a row while they're repairing **your car**.

#### If your car is written off, or is stolen and not recovered

We'll provide you with a **hire car** for whichever is shortest of these two periods:

- › Up to 21 days in a row.
- › Up to 5 days after our first (or only) payment has been issued to settle your claim.

### If we cannot provide you with a hire car

If we cannot provide you with a **hire car** because any of the following applies, we'll repay your travel costs up to £50 per day, up to a total of £500 per claim if:

- › You're injured during the accident in a way that prevents you from driving.
- › **Your car** has been professionally adapted to carry a disabled driver or passenger, and a suitable **hire car** is not available.
- › There are no **hire cars** available, and no alternative cars are available for hire.

You can use this benefit any time in the 21 days following your claim. You'll need to pay the costs up front, and then send us your receipts or proof of travel. We can only pay you back once we receive these.

### If you're outside the territorial limits

If we're dealing with your claim under sections 2 or 4 of your **policy** and the loss or damage happens outside the **territorial limits**, we'll either:

- › repay your travel costs up to £50 per day, up to a total of £500 per claim, or
- › treat your claim as if it happened within the **territorial limits** so long as:
  - you can get **your car** back to the **territorial limits** for it to be repaired, or
  - **your car** is **written off**, or is stolen and not recovered.

### You're not covered for

- ✗ We won't provide you with a **hire car** if you're only claiming for windscreen or glass damage.

### Paying a deposit

When you collect your **hire car**, the **hire car company** may charge you a refundable deposit. When you return the **hire car**, this deposit will be refunded to you. This will be covered by the **hire car company's** terms and conditions.

### Using your hire car

You may only use the **hire car**:

- › While **your car** remains off the road or being repaired as a result of an accident, fire or theft covered by this section of your **policy**.
- › Within the **territorial limits**, unless the **hire car company** gives you permission and appropriate insurance cover to use it elsewhere.

The **hire car company's** terms and conditions apply as well as ours. They'll give you a copy of these when you collect the **hire car**. If there's any conflict between our **terms** and the **hire car company's**, our **terms** will apply.

### How you're insured while using your hire car

While you're driving the **hire car** during the hire period, it's insured under your **policy**. Your cover to drive the **hire car** is restricted to the limits on use and exclusions shown on your **certificate of motor insurance**, and in the terms of your **policy**.

If we need to pay a claim for loss or damage to the **hire car**, we'll pay this to the **hire car company**. If you have an **excess** on your **policy**, you'll need to pay this.

### If you have Essentials or Comprehensive and remove your Guaranteed Hire Car Plus cover

If you remove your Guaranteed Hire Car Plus within 14 days of either your cover starting, or receiving your documents (whichever is later), we'll return any premium you've paid. We'll do this so long as we haven't provided you with a **hire car** during that time.

If you remove your Guaranteed Hire Car Plus after this 14-day period, we'll give you a refund that reflects the number of days of cover you've had, unless we've provided you with a **hire car** during that time. If we've provided you with a **hire car**, you'll need to pay the Guaranteed Hire Car Plus premium for the whole **period of insurance**.



# Section 9: Protected No Claim Discount

## About Protected No Claim Discount

The NCD owner will keep their No Claim Discount (NCD) if you make a claim, unless you make more than 2 claims in 3 years. Protected NCD doesn't guarantee your premium – this may still increase if a claim is made.

This cover an optional extra for:

- Third Party, Fire and Theft
- Essentials
- Comprehensive
- Comprehensive Plus

Check your car insurance details to see if this cover is included.

## How it works

Once the **NCD owner** has a minimum of four years' worth of NCD, you may be able to protect it by paying an additional premium. We'll let you know when you're able to do this.

Protected NCD means that you can make up to 2 claims in 3 years of insurance in a row, and this won't affect the NCD on this **policy**.

For more information, including a table showing what happens to the NCD on this **policy** if you claim, please see your **car insurance details**.



## Where you can drive

### The area your policy applies (the territorial limits)

Your car insurance gives you the cover described in your **car insurance details** in:

- › Great Britain.
- › Northern Ireland.
- › the Channel Islands.
- › the Isle of Man.

It also covers journeys between these places.

Please note: your 'Liability for **automated cars** in Great Britain' cover only applies in Great Britain, which is:

- › England.
- › Scotland.
- › Wales.

Please see 'Liability for **automated cars** in Great Britain' on page 13 for more details.

### If you drive in the Republic of Ireland

If you use **your car** in the Republic of Ireland, your car insurance gives you the same cover as you have within the **territorial limits**. However:

- › If you have Motor Legal Cover, this cover doesn't apply to any claims in the Republic of Ireland, apart from road traffic accident claims.
- › If you have a **courtesy car**, it cannot be used in the Republic of Ireland.
- › If you have Guaranteed Hire Car Plus, and you have been provided with a hire car, this **policy** doesn't give you cover to drive in the Republic of Ireland. Please check with the company that we instruct to give you the hire car to see if you are covered by their insurance.

### Your car insurance cover in the rest of Europe

#### Third Party, Fire and Theft

##### TPFT

You can add Foreign Use Extension to give you the same level of cover under 'Liability to other people (third parties)' in section 1 (excluding any cover the main driver has when driving another car) and section 2 as you have within the **territorial limits** in the countries listed in the 'Countries where you have minimum cover'.

You'll need to pay extra to add this and get in touch before your trip starts.

#### Essentials

##### Essential

You can add Foreign Use Extension to give you the same level of cover under 'Liability to other people (third parties)' in section 1 and sections 2, 4 and 5 as you have within the **territorial limits** in the countries listed in the 'Countries where you have minimum cover'.

You'll need to pay extra to add this and get in touch before your trip starts.

#### Comprehensive

##### Comp

You can add Foreign Use Extension to give you the same level of cover under 'Liability to other people (third parties)' in section 1 (excluding any cover the main driver has when driving another car) and sections 2, 4 and 5 as you have within the **territorial limits** in the countries listed in the 'Countries where you have minimum cover'.

You'll need to pay extra to add this and get in touch before your trip starts.

## Comprehensive Plus

### Comp+

You'll have the same level of cover under 'Liability to other people (third parties)' in section 1 (excluding any cover the main driver has when driving another car) and sections 2, 4 and 5 as you have within the **territorial limits** in the countries listed in the 'Countries where you have minimum cover' section for up to 90 days in every insured period.

See your **car insurance details** for the actual number of days the **policy** includes.

## Car insurance cover in the rest of Europe

The cover you have in the rest of Europe will also cover:

- › Crossings between countries where **your car** is being transported by a recognised carrier.
- › Any customs duty you need to pay on **your car** because of repairs that are covered by the **policy**.

## You're not covered in the rest of Europe

- ✗ If your cover includes Motor Legal Cover, this part of your cover doesn't apply outside the **territorial limits**, apart from for road traffic accident claims.
- ✗ If anyone is driving a car other than **your car**.
- ✗ If you have a **courtesy car**, it cannot be used outside the **territorial limits**.
- ✗ If you have Guaranteed Hire Car Plus, and you have been provided with a hire car, this **policy** doesn't give you cover to drive outside the **territorial limits**. Please check with the company that we instruct to give you the hire car to see if you are covered by their insurance.

## Countries where you have minimum cover

If you do not have Foreign Use Extension, or if it has been used up, your car insurance only gives you the minimum car insurance required by law for the countries listed below:

- › Any country which is a member of the European Union.
- › Any country listed below that the Commission of the European Community approves as meeting the requirements of Article 8 of EC Directive 2009/103/EC on Insurance of Civil Liabilities arising from using cars.

### Countries included

Andorra, Austria, Belgium, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Montenegro, Netherlands, Norway, Poland, Portugal, Romania, Serbia, Slovakia, Slovenia, Spain, Sweden, and Switzerland.

## If your cover includes Green Flag breakdown

- › If your breakdown cover includes European Breakdown, the countries covered are different to the countries your car insurance covers. See the Green Flag policy booklet for details.

## Losses we don't cover

### Use of your car

- ✗ We don't cover any loss, damage, liability or injury that happens while **your car** is being:
  - Driven by anyone who isn't named, or who is listed as excluded, as a driver on your **certificate of motor insurance** or **car insurance details**.
  - Used for a purpose that isn't shown as allowed on your **certificate of motor insurance** or **car insurance details**.
  - Driven by someone who:
    - Doesn't have a valid driving licence.
    - Is disqualified from holding or obtaining a driving licence.
    - Is breaking the conditions of their driving licence.
  - Driven while rented out or driven in connection with a peer-to-peer hire scheme.

This exception doesn't apply to any loss or damage to **your car** if it:

- Is being repaired by a mechanic at the roadside.
- Is with a member of the motor trade for maintenance or repair.
- Has been stolen and you've reported this theft to the police and can provide us with the crime reference number.
- Is being parked by an employee of a hotel, restaurant or car parking service.

### Unauthorised taking

- ✗ We won't cover any loss or damage if **your car** is driven without your permission by either of the following, unless you've reported this to the police and have a crime reference number:
  - A family member.
  - Someone living with you.

### Loss of value

- ✗ We won't cover any reduction in the **market value of your car** because it has been repaired.

### Wear and tear

- ✗ We won't cover any loss or damage caused by general wear and tear or depreciation.

### Improvement

- ✗ We won't cover any repair or replacement that improves **your car** beyond its condition before the loss or damage took place.

### Car failure

- ✗ We won't cover any failure caused by a mechanical, electrical or computer problem. (If your **policy** includes Green Flag breakdown, this may cover getting **your car** going.)

### Cherished registration plates

- ✗ We won't cover:
  - The value of the cherished registration plates.
  - Any costs for keeping the cherished registration plate on retention if **your car** is **written off** after a claim.
  - Any loss of use of the cherished registration plate, if **your car** is **written off** but you failed to keep the number plate on retention in time.

### Tyres

- ✗ We won't cover any damage to tyres caused by braking, punctures, cuts or bursts. (If your cover includes Green Flag breakdown, this may cover getting **your car** going again.)

### Deliberate damage

- ✗ We won't cover any loss, damage, liability or injury caused directly or indirectly by a deliberate act by any person insured on the **policy**.

### Loss of use

- ✗ We won't cover any indirect losses suffered because of an incident, unless we've stated otherwise elsewhere in this **policy**. For example, we won't cover:
  - Losing the use of **your car**.
  - Travel costs.
  - Loss of earnings.

### Towing

- ✗ We won't cover any loss or damage to any **trailer** or vehicle that **your car** is towing, or any contents of a **trailer** or vehicle on tow.

### **If your car is removed or seized by an authority**

- ✗ We won't cover any loss or damage caused by a government agency or other authority that legally takes, keeps or destroys **your car**.
- ✗ If you're driving or using another car and it's taken by, or on behalf of, any government or other authority, we won't provide cover to get it released.

### **Contracts**

- ✗ We won't cover any liability under any separate agreement or contract you've made, unless you'd have been responsible even if that agreement or contract didn't exist.

### **Radioactivity**

- ✗ We won't cover any loss or damage to property, any direct or indirect loss, or any expense, or any liability caused, or contributed to, by:
  - Ionising radiation or radioactive contamination from nuclear fuel or waste.
  - Radioactive, toxic, explosive or other dangerous properties of nuclear equipment or its nuclear parts.

### **Pollution**

- ✗ We won't cover any loss, damage, liability or injury caused by identifiable pollution or contamination, unless it's come from a sudden and unexpected accident.

### **War**

- ✗ We won't cover any injury, loss, damage or liability caused by war, invasion, revolution, military or usurped power or arising from Government Action or a similar event except as is strictly required under the **Road Traffic Act**.

Government Action includes:

- Martial law, confiscation, nationalisation, requisition or destruction or damage of property.

These actions carried out by or under the order of:

- Any government or public or local authority.

It also includes any action taken in:

- Controlling, preventing, suppressing any activity relating to war.

### **Riot**

- ✗ We won't cover any loss or damage to **your car** or property caused by riot or civil commotion outside Great Britain, the Isle of Man or the Channel Islands.

### **Use on airfields**

- ✗ We won't cover any loss, damage, liability or injury caused by using **your car** in any area where aircraft normally operate, such as any area where aircraft take off, land and/or park.

### **Speed assessment equipment**

- ✗ We won't cover any loss or damage to a speed assessment detection device.

### **Use on Nürburgring Nordschleife**

- ✗ We won't cover any loss, damage, liability or injury that happens when **your car** is being used or driven on the Nürburgring Nordschleife in Germany, unless strictly required by German road traffic laws.

### Pressure waves

- ✗ We don't cover any damage caused by pressure waves from an aircraft or other flying object travelling at or beyond the speed of sound.

### Automated cars

- ✗ We won't cover any loss, damage or injury caused by your **automated car** driving itself at any time or place that the use of automated functions is unlawful.
- ✗ Unless we're required to do so under the law of the country in which the accident occurs, we won't cover any loss, damage or injury:
  - To the person in charge of your **automated car** where the accident was wholly due to that person's negligence in allowing your **automated car** to begin driving itself when it was not appropriate to do so.
  - To an insured person if the accident is caused by a failure to install safety critical updates to your **automated car** or its software has been altered without the approval of the manufacturer. We may also require an insured person to repay us any amounts that we are required by law to pay.

### Cyber

- ✗ We don't cover any loss, damage, legal liability, cost or expense caused by:
  - Failure, or partial failure of any computer or computer system.
  - Loss or partial loss of any electronic data.
  - Repair, replacement or restoration of any electronic data.
  - A **cyber event**.

# Other conditions you need to know about

## Following the policy terms

We'll only provide the cover set out in this **policy** if you keep to all the **terms** of the **policy**.

This includes Guaranteed Hire Car Plus or Motor Legal Cover if you have these covers.

## Providing accurate information

You must ensure that all information given to us is correct and complete to the best of your knowledge at all times. This includes information about all drivers under the **policy** or modifications to **your car**.

If you don't provide correct and complete information or inform us of any changes, this could invalidate your **policy**, increase your premium or mean we don't pay claims in full or at all.

## Taking care of your car

You and any person who is covered by this **policy** must do all of the following:

- › Make sure **your car** is roadworthy.
- › Take all reasonable steps to protect **your car** and its contents from loss or damage.
- › Make sure any property left in an open or **convertible** car is in a locked boot or locked glove compartment.
- › Allow us to examine **your car** at any reasonable time if we ask you.

## Modifications to your car

**Modifications** are changes to **your car's** standard specification, including optional extras.

If you wish to modify **your car**, you must tell us what **modifications** you want to make, and we must agree to them beforehand.

**Modifications** include changes to the appearance or the performance of **your car**, including wheels, suspension, bodywork, engine and any additional software features (excluding those provided free as software updates by the manufacturer). This is not a complete list.

If you don't provide correct and complete information or inform us of any changes, this could invalidate your **policy** or mean we don't pay claims in full or at all.

## Fraud

You must be honest in your dealings with us at all times.

We won't pay a claim that is in any way fraudulent, false or exaggerated.

If you, any person insured under this **policy**, or anyone acting on your behalf attempts to deceive us, or knowingly makes a fraudulent, false or exaggerated claim, we may:

- › Cancel your **policy**.
- › Reject your claim and any following claims.
- › Keep any premium you have paid.

## What happens if we discover fraud

If we discover fraud, we have the right to:

- › Cancel any other products you hold with U K Insurance Limited.
- › Cancel this **policy**, if the fraud happened under any other policy you hold with U K Insurance Limited.
- › Share information about your behaviour with other organisations to prevent further fraud.

We may also involve the relevant authorities who can bring criminal proceedings.

## Other insurance

If any loss, damage or liability is also covered by another insurance policy, we won't cover more than our share of the claim, unless you're claiming for Personal accident (see 'Personal accident' on page 21).

## People involved in this contract

This **policy** is a contract between the **policyholder** and U K Insurance Limited. Nobody else has any rights they can enforce under it, except under the **Road Traffic Act** or anywhere else under applicable law.

## Car registration

**Your car** must be registered within the **territorial limits**.



### Car sharing

The **policy** covers anyone insured to drive **your car** as part of a car sharing arrangement (carrying passengers for payment). This is so long as:

- › **Your car** isn't made or adapted to carry more than 8 passengers and a driver.
- › You're not carrying the passengers as part of a business.
- › You're not making a profit from the passengers' payments or making a profit from allowing someone to drive.
- › You're not renting **your car** out or using a peer-to-peer hire scheme to do so.

If you're not sure whether we'll cover **your car** if it's used as part of a car sharing arrangement, please get in touch.

### When we can act on your behalf

We're entitled to do either of the following:

- › Take over and carry out the negotiation, defence or settlement of any claim in your name, or in the name of any other person covered by this **policy**.
- › Start legal proceedings in your name, or in the name of any other person connected to this **policy**. This can be for your benefit or our own benefit.

## How the policy works

### Telling us about changes

#### Before your cover starts

You must tell us if anything has changed since you received your quote. For example, you must tell us if:

- › Anything about **your car** changes.
- › You or any other driver have any claims or convictions that you haven't already told us about.
- › There are any changes to how **your car** is used, for example if you change from social, domestic and pleasure use to business use.
- › There are any **modifications** made to **your car** (see 'Modifications to your car' on page 36).
- › You want to add another driver to the **policy**, or make any other change to who can drive **your car**.
- › You want to change to a higher level of cover, for example from Third Party, Fire and Theft to Comprehensive.

#### After your cover starts

You must tell us as soon as possible if:

- › You change the address where **your car** is normally kept overnight.
- › Anyone covered by the **policy** changes their occupation.
- › Anyone covered by the **policy** passes their driving test.
- › Any contact details change, for example, your email address.
- › Any other **policyholder** details change. You can see the details we have on your **car insurance details**.

These changes may mean we need to increase or reduce the premium, or in some cases cancel your **policy**.

### Before renewal

You must tell us about any incident or motoring offence that's happened since your cover started. For example, if anyone covered by the **policy** has had:

- › Any motoring convictions, endorsements, penalty points, fixed penalties (excluding parking penalties), speed camera offences or disqualifications.
- › Any incidents, thefts or losses, even if they didn't claim or were not to blame.
- › Any insurance cancelled by another insurer for fraud or misrepresentation.

### If you don't tell us about changes

If you don't provide correct and complete information or inform us of any changes, this could invalidate your **policy** or mean we don't pay claims in full or at all.

## Changing your policy

You can make a temporary or permanent change to the **policy** at any time during the year.

If you do this, you may have to pay an administration fee as well as any additional premium. Please see your **car insurance details** for more information on the administration fee.

## Paying your premium

If you change your car insurance and there's an extra premium to pay, you can pay this at the time of the change, or add it to your monthly payments.

### What happens if we can't collect your payment

If we have been unable to collect the instalment payment(s) due under your credit agreement on the date(s) due, we will write to you in order to give you the opportunity to make the payment(s).

If any instalment amount remain(s) unpaid by the date we set out in our letter, we will give you 7 days' notice that we will cancel your **policy**, and inform you in writing when this cancellation has taken place.

If your credit agreement is cancelled, the cancellation date may be different to the cancellation date of the insurance policy.

### If there's a claim while you owe us money

If you have made a claim, or one has been made against you before the date that we cancel the **policy** you must pay to us (1) all instalment payments that have already fallen due under the credit agreement and remain unpaid, and (2) the total remaining balance under the credit agreement. If we agree to pay your claim and you have not paid the amounts due to us under (1) and (2) above, we may reduce the amount that we pay in settlement of your claim by the amount that you owe us. Alternatively, if you are in arrears at the time of the claim, we may refuse your claim.

### If you owe us an additional premium

We may refuse your claim. If we agree to allow your claim, we may deduct any additional premium from any claim payment we make to you, or we may proportionately reduce any claim payment.

## Your right to cancel the policy or remove any optional cover

You can cancel the **policy**, or remove any optional cover (including Green Flag breakdown cover) you've added, at any time – just get in touch with us. The text below explains whether we'll charge you and how much we'll refund in each situation.

---

### If the cancellation or removal happens before your cover starts

We'll give a full refund.

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### If the cancellation or removal happens during your 14-day cooling-off period

We'll charge for the time you've had cover, and refund the rest of the premium paid.

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### If the cancellation or removal happens after the 14-day cooling off period

We'll charge for the time you've had cover, plus an administration fee, and refund any remaining premium paid.

### If you've made a claim, and/or used your Green Flag cover, before the cancellation or removal happens

For the **policy** and car insurance cover options, e.g. Protected No Claim Discount:

- › We will not refund any car insurance premium if you have made a car insurance claim or if one has been made against you during the period of cover (regardless of whether you pay annually or by monthly instalments under a credit agreement).
- › If you pay by instalments under a credit agreement, you must pay to us (1) all instalment payments that have already fallen due under the credit agreement and remain unpaid, and (2) the total remaining balance under the credit agreement.
- › If we agree to pay your claim and you have not paid the amounts due to us under (1) and (2) above, we may reduce the amount that we pay in settlement of your claim by the amount that you owe us. Alternatively, we may write to you asking you for the full payment.

For Green Flag breakdown cover:

- › We will not refund any Green Flag breakdown cover premium if you have made a Green Flag breakdown cover claim during the period of cover (regardless of whether you pay annually or by monthly instalments under a credit agreement).
- › If you pay by instalments under a credit agreement you must pay to us (1) all instalment payments that have already fallen due under the credit agreement and remain unpaid, and (2) the total remaining balance under the credit agreement.

### Please note

- › It's your responsibility to inform anyone insured under this **policy** that it has been cancelled.
- › If you cancel your Direct Debit payments, this won't cancel the **policy**. We'll ask you to pay the money you owe.
- › The cooling-off period is 14 days from the **policy** start date, or when you receive the **policy** documents, whichever is later.

- › You can find the administration fee mentioned above on your **car insurance details**.
- › If you decide to cancel the **policy**, we'll give you proof of any No Claim Discount. This will include any reduction due to claims you've made while insured with us. See 'No Claim Discount (NCD)' on page 40 for more about this. Other insurers may ask for this proof.
- › If you live in Northern Ireland, the Channel Islands or the Isle of Man, you must return your **certificate of motor insurance** to us after cancellation. This applies whether we cancel the **policy** or you cancel it.

### If we need to cancel the policy

- › We can cancel the **policy** at any time if we have a valid reason. If we have to do this, we'll give you at least 7 days' notice. We'll send our cancellation notice to the latest address we have for you.
- › It's your responsibility to let anyone insured under this **policy** know that this **policy** has been cancelled.
- › If you live in Northern Ireland, the Channel Islands or the Isle of Man, you must return your **certificate of motor insurance** to us after cancellation. This applies whether we cancel the **policy** or you cancel it.

### Why we might cancel the policy

We'll only cancel the **policy** if we have valid reasons for doing so. For example:

- › If you've failed to co-operate with us, or send us information or documentation as described in your **policy**, and that has affected our ability to process your claim, or deal with your **policy**.
- › If your circumstances have changed in such a way that you no longer meet our criteria for providing motor insurance.
- › If you've used threatening or abusive behaviour or language, or you've intimidated or bullied our staff or suppliers.
- › If we have good reasons to suspect fraud.

### Refunding the premium

If we cancel the **policy**, we'll charge for the time you've had the **policy**, and refund the rest of the

premium, unless there has been any fraudulent activity.

We won't refund any premium if you've made a claim, or if you've had a claim against you if you have chosen to pay by lump-sum.

If you pay by instalments under a credit agreement, you must pay to us (1) all instalment payments that have already fallen due under the credit agreement and remain unpaid, and (2) the total remaining balance under the credit agreement.

If we agree to pay your claim and you have not paid the amounts due to us under (1) and (2) above, we may reduce the amount that we pay in settlement of your claim by the amount that you owe us. Alternatively, we may write to you asking you for the full payment.

If the claim is later settled as not your fault, any refund that is due will be issued once the claim has been closed.

### No Claim Discount (NCD)

If you don't claim on your **policy**, we'll adjust your renewal premium in line with the NCD scale that we're using at the time you renew.

However, if you claim on your **policy**, we may reduce the NCD on this **policy**.

### Sending us proof of your No Claim Discount (NCD)

If you tell us that you have earned an NCD, we may ask to see proof of this. We'll let you know when you set up your **policy**.

If you can't send us acceptable proof, we will remove the NCD years from your **policy**. If we gave you a discount for your NCD, this will also be removed which may increase the cost of your cover. We'll write to let you know if this happens.

You can either get in touch to pay the extra premium, should you wish to stay with us, or cancel your cover (See 'Your right to cancel the policy or remove any optional cover' on page 38).

If we don't hear from you, we may:

- › Increase your future Direct Debit payments if you are paying by instalments.
- › Take the additional premium from a card that you have given us continuous payment authority to use.
- › Cancel your **policy** – please see 'If we need to cancel your policy' on page 39.

We'll let you know before we do any of these.

- › You may be able to protect the NCD on this **policy** by paying an extra premium – see 'Section 9: Protected No Claim Discount' on page 30.
- › If NCD proof is requested, it will be issued in the name of the **NCD owner**.

## Everything else

### Our contract with you

We aim to always be fair and reasonable and to act quickly whenever you need to make a claim under this **policy**. If you feel we haven't met this, we'll try to do everything possible to deal with your complaint quickly and fairly.

This **policy** is evidence of the contract between you and us, U K Insurance Limited, and is based on information you've given to us.

In return for receiving and accepting the premium, we'll provide insurance under this **policy** for the sections shown on your **car insurance details**.

**The laws that apply to this contract** You and we may choose which law will apply to this policy. Unless both parties agree otherwise, English law will apply. However, if you are resident in Jersey, Guernsey, Alderney or the Isle of Man, the law of the island where you are resident will always apply to your policy and any dispute in relation to it will be within the jurisdiction of that island's relevant court. We've supplied this policy and other information to you in English and we'll continue to communicate with you in English.

**Giving you a recommendation** We have not given you a personal recommendation as to whether this policy is suitable for your specific needs. Just to let you know, our consultants may receive a bonus if you purchase any cover with us.

### Our regulator

U K Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under registration number 202810. The Financial Conduct Authority website, which includes a register of all regulated firms, can be visited at [www.fca.org.uk](http://www.fca.org.uk), or the Financial Conduct Authority can be contacted on 0800 111 6768.

### Financial Services Compensation Scheme

General insurance claims are covered by the Financial Services Compensation Scheme. Full details of the cover available can be found at [www.fscs.org.uk](http://www.fscs.org.uk). U K Insurance Limited is a member of this scheme.

### The Motor Insurance Database

Information relating to your policy will be added to the Motor Insurance Database (MID) managed by the Motor Insurers' Bureau (MIB). The 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:

- › Electronic Licensing (Tax Discs).
- › Continuous Insurance Enforcement.
- › Law enforcement (prevention, detection, apprehension and/or prosecution of offenders).
- › The provision of government services and/or other services aimed at reducing the level and incidence of uninsured driving.

If you are involved in a road traffic accident (either in the UK, the EEA or certain other territories), insurers and/or the MIB may search the MID to obtain relevant information. Persons (including his or her appointed representatives) pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID. It is vital that the MID holds your correct registration number. It is our responsibility to update your policy to the MID. We fully comply with the agreements in place with the MIB to update your details within seven days; however, it is important that you check your policy documents ensuring that the registration number is recorded correctly. If it is incorrectly shown on the MID, you are at risk of having your car seized by the police. You can check that your correct registration number is shown on the MID at [www.askMID.com](http://www.askMID.com). If the registration number is not shown correctly on your policy documents, or you cannot find your car on the MID, please contact us immediately.

## If you have a complaint

## How we can help

If something's not right, please call us on:

- › 0800 051 0198 if you're in the UK.
- › +44 (0) 141 349 0193 if you're outside the UK.

## How to make a complaint

We understand that things don't always go to plan and there may be times when you feel we've let you down. If this happens, we want you to tell us. We'll do our best to put things right as soon as possible, or explain something we could have made clearer.

Please call us on 0800 051 0198 to speak to us about your problem.

If you'd prefer to write to us, please send your letter to Customer Relations Manager, Churchill Court, Westmoreland Road, Bromley BR1 1DP.

If you have Green Flag breakdown cover and your complaint is about your breakdown cover, please let us know when you get in touch.

Our staff will do everything they can to support you. We'll aim to resolve most issues within three working days of receiving your complaint.

If your complaint can't be resolved within three working days, we'll contact you to let you know who'll be dealing with it, and what the next steps are.

We'll keep you updated regularly. You'll also receive the following written communication from us, depending on how long it takes us to resolve your complaint.

```
<table_41-0$>, 'table_data':Here's a JSON object representing the provided table:\n\n```\n{\n  \"communication_types\": [\n    {\n      \"type\": \"Summary Resolution Communication\",\n      \"when_you_will_get_this\": \"If we\u2019ve been able to resolve your complaint to your satisfaction within 3 working days of receiving your complaint.\",\n      \"what_it_will_tell_you\": \"It will let you know your complaint has been resolved and tell you about the Financial Ombudsman Service (FOS).\"\n    },\n    {\n      \"type\": \"Acknowledgement\",\n      \"when_you_will_get_this\": \"If we\u2019ve been unable to resolve your complaint to your satisfaction within 3 working days of receiving your complaint.\",\n      \"what_it_will_tell_you\": \"It will let you know our complaint handling process and information about the Financial Ombudsman Service.\"\n    },\n    {\n      \"type\": \"Unable to reach resolution within 8 weeks\",\n      \"when_you_will_get_this\": \"If we\u2019ve been unable to resolve your complaint within 8 weeks.\",\n      \"what_it_will_tell_you\": \"It will let you know why we aren\u2019t in a position to give you our final response and when we expect to be able to provide this. It will also let you know about your right to contact the Financial Ombudsman Service.\"\n    },\n    {\n      \"type\": \"Final Response\",\n      \"when_you_will_get_this\": \"If we\u2019ve been unable to resolve your complaint within 3 working days, we\u2019ll send you our Final Response when we\u2019ve completed our investigations. We\u2019ll do our best to send this at the earliest opportunity.\",\n      \"what_it_will_tell_you\": \"This is a detailed response, which will outline: \n\nour investigation\n\nthe decision\n\nany next steps.\n\nIt will also provide information about the Financial Ombudsman Service.\"\n    }\n  ]\n}\n```\n\nThis JSON object contains an array of communication types, and each type has associated fields for \"when you will get this\" and \"what it will tell you\"."
```

## Independent review

If we don't complete our investigations within 8 weeks of receiving your complaint, or you're unhappy with our response, you may ask the Financial Ombudsman Service (FOS) to look at your complaint. This is a free and independent service. If you decide to contact them, you should do so within 6 months of our response letter. Referring your case to the FOS will not affect your legal rights.

You can contact them by:

**Email:** [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

**Phone:** UK: 0300 123 9123 or 0800 023 4567

Abroad: +44 (0) 20 7964 0500

**Writing to:** Financial Ombudsman Service,  
Exchange Tower, London E14 9SR

Their website also has a great deal of useful information: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

## If your complaint is to do with your Motor Legal Cover

If your complaint relates to Section 7: Motor Legal Cover, you can refer your complaint to arbitration instead (where an independent person, known as an arbitrator, makes a decision to settle the dispute). The arbitrator will be a solicitor or barrister or other suitably qualified person that you and we agree on. If you and we cannot agree, then we'll ask the Chartered Institute of Arbitrators to decide. The arbitrator's decision will be final, and whoever doesn't win will have to pay all costs and expenses.

## If you're in an accident

We're here to support you when accidents happen, so we've put together some useful steps for you to follow to help make the process smoother.

### 1

#### Safety comes first

Stop at the scene of the accident and if there are any injuries or if any driver involved hasn't stopped, call the police and emergency services.

### 2

#### Take photos of the accident if it's safe to do so, including any vehicles involved

Remember that dash cam footage could be useful too.

### 3

#### Other driver/vehicle details

Ask the other party for their contact details. Take down their vehicle registration, name, address and telephone number and give the third party yours. Don't accept blame for the accident.

### 4

#### Witnesses

If any passers-by have stopped, you can ask for their contact details. These may be needed later for a statement if blame is being disputed.

### 5

#### Call us

Giving us a call as soon as possible means you'll have the details fresh in your mind and means we can help you and the third party sooner, get you back on the road as quickly as possible.

## How to get in touch

Need to claim?

**0345 878 6261**

Windscreen claims

**0800 328 9150**

If you have Essentials, Comprehensive  
or Comprehensive Plus cover

Motor legal helpline

**0345 246 2408**

If you have Motor Legal Cover

DriveSure help

Email

**Support@churchill.com**

Call

**0345 878 6375**

If you have a question about telematics

Help with anything else

FAQs

**churchill.com/faqs**

Call

**0345 877 6680**