

Your policy handbook.



Reading this because you want to make a claim?
Call our claims line any time on 0330 088 3838.

If you need a hand with anything else, get in touch using
the live chat in the By Miles app or web dashboard, or
email us at support@bymiles.co.uk.



Winner: Plain English Award
Plain English Campaign Awards 2018

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Hello.

Welcome to **By Miles**. It's great to have **you** with **us**.

This is **your policy** document. It forms part of **your policy** along with **your**:

- **Policy Schedule and Statement of Fact** – *These customise this **policy** document to **you** and contain the information **you** provided **us** with that **we** used to determine **your policy**.*
- **Certificate of Motor Insurance** – *This proves **you** are insured.*

Other documents important to **your policy** are:

- **Our terms of business** – *This sets out **your** contract with **us**.*
- **Our privacy notice** and **cookie policy** – *These set out how **we** use and protect **your** data.*

You should make sure **you** read these documents. While **you**'ll always be able to find a copy of all of them in the **By Miles app** and **web dashboard**, please check them now to make sure **you** understand them. It's really important to double check that everything's as it should be and that **you**'ve got the cover **you** want. Make sure **you** pay special attention to **your Policy Schedule**, the **General Conditions** and **General Exclusions**. If **you** spot anything that's not right, **you** should let **us** know as soon as possible so **we** can get **your** information updated.

We try to be as paperless as possible, so use email to communicate. This means it's essential that **you** keep **us** up to date with **your** correct email address and mobile phone number. **You** can check the contact details **we** have for **you** in **your Schedule**.

As long as **you** pay **your** premiums and abide by the rules set out in this handbook, **you** will receive the cover outlined in **your policy** documents.

It's effective from the start date until it expires, or until the moment it's cancelled. **Your policy** only applies within Great Britain, Northern Ireland, the Isle of Man and the Channel Islands, except as otherwise stated in **Section 11: Using your car abroad**.

Your policy is underwritten by the **insurer**. **You** can request further information about the **Insurer's** regulation and authorisation from **us**.

By Miles Ltd is authorised and regulated by the Financial Conduct Authority (FCA) under firm reference number 773046. **You** may check this on the FCA's register by visiting the FCA's website, <https://register.fca.org.uk/s/> or by contacting the FCA on 0800 111 6768. **By Miles** Ltd is a company registered in England and Wales, number 09498559. Registered address: By Miles Ltd, Churchill Court, Westmoreland Road, Bromley BR1 1DP.

What words mean.

So **you** know exactly where **you** stand, **we**'ve defined what certain terms mean in the context of this **policy**. Where **you** see a word written in **bold** in this document, it means there's a definition for it here:

Activated, activate	The status of your policy with us , once you 've given us permission to access data from your Connected Car , or the Miles Tracker is plugged into your car and has told us it's ready to track mileage .
App and web dashboard	The By Miles mobile application, available on supported Apple phones (via the App Store) or Android phones (via Google Play). You can also access most of the app features through our web dashboard at dashboard.bymiles.co.uk .
Approved repairer	A repairer that we recommend to you , who we will authorise to repair your car following a claim made under your policy .
Certificate of Motor Insurance	The proof of motor insurance that you need by law. The Certificate of Motor Insurance shows which car is covered, who is allowed to drive your car and what your car can be used for.
Cookie Policy	The Cookie Policy (available at bymiles.co.uk/cookies) describes how we use cookies in relation to our insurance products and services, including when you visit our websites or use our app .
Connected Car	A compatible car that's able to send data to its manufacturer, so that we can collect your vehicle data without the use of a Miles Tracker .
Cyber Event	An unauthorised, malicious or criminal act that creates, or intends to create, an outcome that includes, but is not limited to: <ul style="list-style-type: none">• Interruption to electronic communications.• Corruption, unauthorised access to, or theft of data.• Hacking or service denial.

Your policy handbook.

Excess	The portion of a claim that you must pay, even if the claim is not your fault. Your Schedule shows the different excesses that apply to your policy . Unless otherwise stated in this policy , in the event of a claim, the excess you 'll need to pay will be the total of these.
Fixed premium	The amount you pay that covers your car while you 're not driving. You 'll pay an upfront fixed premium when you take out the policy and, if you 've chosen to spread the fixed premium over the year, a monthly fixed premium each month.
Geographical limits	Your policy applies in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands. This includes while your car is being transported between them by sea, air or rail.
Green parts	Undamaged, salvaged and certified car parts used to repair your car .
Hazardous goods	Anything chemical, biological, explosive, corrosive or flammable; including any goods or substances referred to in the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR).
Insurer	The insurer shown on your Schedule and Certificate of Motor Insurance .
Journey	The route taken between where your car 's engine is started and where the ignition is switched off.
Market value	The cost of replacing your car with one of a similar age, make, model, mileage and (pre-accident) condition, or the cost of replacing your car 's accessories.
Miles, Mileage	The distance in miles travelled by your car , as reported to us by either your Connected Car or, Miles Tracker , as well as any estimated mileage applied.
Miles premium	The amount of money that you pay to cover your driving over a given time. It works out as the number of miles you drive, multiplied by your per-mile rate . You can pay your miles premium monthly, or pay it upfront, based on your estimated mileage for the year.
Miles Tracker	The telematics device plugged into your car that provides us with data on the use of your car , if your car is not a compatible Connected Car .

Your policy handbook.

Per-mile rate	The amount you ’ll be charged per mile for each journey or series of journeys in your car insured on this Policy , based on your mileage . Your per-mile rate can be found in your Schedule .
Period of Policy Cover	The time between your policy start date and the end of your policy , during which you are covered.
Policy	Together with this document, your Schedule and your Certificate of Motor Insurance form your policy .
Policy end date	The end date of your policy , as shown in your Schedule and Certificate of Motor Insurance .
Policy start date	The start date of your policy , as shown in your Schedule and Certificate of Motor Insurance .
Privacy notice	The privacy notice (available at bymiles.co.uk/privacy) describes how we collect and use your personal data in relation to our insurance products and services, including when you visit our websites or use our app .
Road Traffic Acts	Any Acts, laws or regulations that govern the insuring, driving or use of any motor vehicle in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.
Schedule	The latest Policy Schedule and Statement of Fact showing who is insured, what protection is provided, the excesses that apply, and a record of information that you have provided to us . This forms part of your policy .
Spouse	Your husband, wife, common law partner or civil partner.
Vehicle data	Data collected from your car by either our Miles Tracker or via your car ’s manufacturer.
We, Our, Us, By Miles	By Miles (unless otherwise stated) acting on authority granted by the insurer .
You, Your	The person named as the main driver or ‘policyholder’ in your Schedule and Certificate of Motor Insurance .
Your car	Any vehicle described in your Schedule and Certificate of Motor Insurance . This definition also includes permanently fitted accessories and spare parts specifically designed to be fitted to or within your car, which are kept in your car or locked in your private garage.

How it works.

Working out your premium

Over the course of **your policy**, **you'll** pay:

- **Your fixed premium.** This covers **your car** while it's parked.
- **Your miles premium.** This is **your per-mile rate** multiplied by the number of **miles you** drive. At the end of the **policy**, **we'll** refund any prepaid **miles** that **you** haven't used.

Paying for your cover

We'll automatically take payment for any **miles premium you** owe each month (and **your** monthly **fixed premium**, if **you've** chosen to pay it this way). If **you** have any free **miles** credit or prepaid **miles** on **your** account, **we'll** use that to pay for **your miles premium** first, and the rest will be taken directly from **your** nominated bank account or card – so **you** don't need to do anything. **We'll** let **you** know when payments are due in **our app** and **web dashboard** and **we'll** also email **you** a statement for reference.

If **you've** been using prepaid **miles** but have run out, **you** can contact **us** to top up at any time (and **you** can track how many prepaid **miles you** have left in **our app** and **web dashboard**). If **you** don't fancy that, **you** can simply continue to drive and pay a monthly **miles premium** for **your** extra **miles**. Extra **miles** are charged at **your per-mile rate** and there's no penalty for driving more than the **miles you** originally estimated.

Automatic renewal

If **you** want to cancel **your policy**, **you** can do so at any time (see **Cancellation**).

If **you** want to stay with **us**, things are even easier. **We**'ll email **you** a notification up to 30 days before **your** renewal date, advising of **your** new **fixed premiums** and **your** new **per-mile rate**. After that, **we**'ll automatically renew **your policy** for a further 12 months once it expires. **You** don't have to lift a finger.

If **you** don't want to renew, **you** can turn off the automatic renewal at any time – **you** just need to tell **us** (either by email, using online chat in **our app**, or by calling **us**) before **your** renewal date arrives. **We**'ll turn it off and email **you** confirmation that **we**'ve done it.

If **you** turn off automatic renewal, **we**'ll still send **you** a renewal notice, but **you**'ll need to let **us** know if **you**'d actually like **us** to renew **your policy** before **your policy end date** arrives – otherwise **your policy** will end on **your policy end date**.

Policy terms (including the upfront **fixed premium**, monthly **fixed premium** and **per-mile rate**) may change when **your policy** renews, but **we**'ll notify **you** of this in advance.

*Note that **we** reserve the right not to renew **your policy**. If this is the case **we**'ll let **you** know in good time before **your policy end date**.*

Driving and use of your car

Your Certificate of Motor Insurance tells **you** who can drive **your car** and how **your car** can be used by **you** and any driver(s) that are insured under **your policy**. This is what **we** mean by the use in **your Certificate of Motor Insurance**:

- Social, domestic and pleasure - This includes things like visiting family and friends, school runs and trips to the shops. It's any ordinary use that isn't to do with work, or commuting to and from work.
- Commuting - This is the use of **your car** to travel to and from a usual place of work.
- Business - In addition to commuting, **your car** can be used for work-related purposes. This includes visiting clients, travelling to meetings, or driving to different sites, or locations in connection with work.

There is no cover for commercial travelling, or hire and reward. This is where **your car**, or the **journey** is being used to make money.

Counting your miles.

The fairer and more flexible world of pay-by-mile is only possible if **we** can keep count of the **miles you're** driving.

We'll count the number of **miles you** drive in one of two ways:

Connected Car

If **you** have a compatible **Connected Car**, **we'll** measure **your mileage** by connecting directly to **your car**. When **you activate your policy** with **us**, **you'll** give **your car's** manufacturer permission to start sending information about **your mileage** to **us** automatically.



Miles Tracker

If **you** don't have a compatible **Connected Car**, **we'll** send **you** a little box called a **Miles Tracker** in the post instead. It's about the size of a small matchbox, and **you'll** be able to easily plug it into **your car** yourself. This will send **us** information about **your trips** automatically at the end of each **journey**.



Activating your policy.

Once **you** purchase a **policy**, **you'll** need to get **your policy activated**.

If we're connecting to your Connected Car

When **you** take out **your policy**, **you'll** need to give **us** permission to connect to **your car** in order to access certain parts of **your vehicle data**. **We'll** email **you** instructions on how to do this using **your app** or **web dashboard**. Once **you've activated your policy**, **your miles** will start to be counted automatically in **your app** and **web dashboard**. **You'll** need to check that everyone else who has a legal interest in **your car** and all named drivers are fine with it first.

If **we're** connecting directly to **your car** to get **vehicle data**, then **your policy** must be **activated** within 48 hours of purchasing **your policy** or **we'll** need to start estimating **your mileage** (see **What happens if I'm not activated?**).

If we're connecting with a Miles Tracker

We'll send **you** a **Miles Tracker** – along with instructions in **your app** and **web dashboard** on how to plug in and **activate** it. It usually plugs into a socket just under **your car's** dashboard, but the location of this depends on the make and model. **You'll** need to check that everyone else who has a legal interest in **your car** and all named drivers are fine with it first.

Once the **Miles Tracker** has been plugged in and has power and a mobile phone signal, it will send **us** a message to let **us** know. **You'll** see **your policy activate** in **your app** and **web dashboard**, and **your miles** will start to show up automatically after each **journey**.

If **you** haven't **activated** the **Miles Tracker** within 7 days of purchasing **your policy**, **we** reserve the right, from **your policy start date**, to estimate the **miles you** drive each day instead (see **What happens if I'm not activated?**). This allows a bit of time for the Great British postal service to do its work and for **you** to plug the **Miles Tracker** in.

Why does my policy need to be activated?

We need to collect certain bits of **vehicle data** (like the **miles you** drive) in order to charge **you** the right premiums. It's important that **we're** connected to the **car you** have covered with **us**, and that **your policy** is **activated**. It must remain **activated** throughout **your policy**.

Don't worry if **you activate your Connected Car or Miles Tracker** and **we** start measuring **your mileage** before **your policy start date** – **we** won't charge **you** for any **miles** until **your policy** has started.

If the **Miles Tracker** isn't plugged in and getting power, or **we** aren't able to access **vehicle data** directly from **your car** due to a change **you've** made, then **your policy** won't be **activated** anymore. **We'll** be sure to let **you** know if this happens (see the section below).

What happens if I'm not activated?

If **you're** not **activated**, **you'll** still be fully covered, but **your policy** won't work the way it's supposed to – and if **you're** still not **activated** 14 days after purchase, **we** may cancel **your policy**.

We may also cancel it if, for a total period of 7 days during **your Period of Policy Cover**, the **Miles Tracker** is tampered with or unplugged without good reason. The same applies if **we** aren't able to access **your vehicle data**.

If **your policy** is not showing as **activated** at any point during **your Period of Policy Cover**, **we'll** need to make an assumption about how far **you've** driven. **We'll** estimate the distance **you've** driven at 150 **miles** a day, charged at **your per-mile rate**, until it's showing as **activated** again. If **we** don't have access to **your vehicle data** at the time of an incident, **your excess** will increase from **your standard excess** to the higher amount shown in **your Schedule**.

If **you** want to keep **your** costs lower, keep **your policy** **activated**!

You must not tamper with the **Miles Tracker** or attempt to access the software on it. If **you** notice the **Miles Tracker** isn't working as it should be, let **us** know as soon as possible and **we'll** send a new one out to **you**. Of course, **we'll** notify **you** if **we** spot anything wrong with it at **our** end. If after looking at all the facts **we** find that **you** are responsible for damaging the **Miles Tracker**, **you'll** be charged the **Miles Tracker** fee shown in **your Policy Schedule** to replace it, otherwise **we'll** replace it free of charge (including the postage).

What will By Miles do?

Once **your policy** is **activated** and up and running, **we**’ll get information that helps **us** do smart stuff – like calculating **your mileage** and driving score.

If **you** have a **Miles Tracker**, it will also let **you** scan **your car** for faults, help **you** track down **your car** if it’s stolen, and can even help **us** figure out that **you** might have been in a crash and need some help.

We use **your vehicle data** to manage **your policy** and better understand how and when accidents occur, so that **we** can make **our** product better and the roads safer.

In order to do this, **we** may collect the following information, which **we** may share with **you** via the **app**:

- The location of **your car** and the roads **you**’ve driven on.
- The date and time of day driven.
- The distance driven, and the time used to drive that distance.
- The speed and acceleration of **your car**.
- The smoothness of **your** braking, accelerating and cornering.
- Other vehicle information such as the Vehicle Identification Number (VIN) and engine fault codes.
- A driving score that **we** or **your car** has calculated.
- When safety features in **your car** were active.

We will also use this data in calculating **your** renewal premium and deciding whether or not to offer **you** a renewal.

We explain how **we** collect and use **your vehicle data** in more detail in **our privacy notice**.

Your policy handbook.

It's important to note that as long as **you're acting in accordance with your policy**:

- **We** won't use information about how **you** drive to refuse to settle a claim.
- **We** will not share any information about how **you** drive with the police unless **we're** required to do so as a result of a court order.
- **We'll** keep **your fixed premiums** and **per-mile rate** the same until the end date of **your policy**, and **we** won't use information about how **you** drive to change them during this time.

Please note: **your per-mile rate** and **fixed premiums** may change if **you** make any changes to the details of **your policy** at any point over the year.

We may collect data about **your** driving after **your policy** ends if **you** keep the **Miles Tracker** plugged in, or **your Connected Car** connection is live. If **you** sell **your car**, it is **your** responsibility to remove the **Miles Tracker** before the buyer takes ownership of **your car**, and to notify them if **you** forget.

General conditions.

You must comply with the following conditions to have the full protection of **your policy**. If **you** do not comply with them **we** may at **our** option take one or more of the following actions:

- Void **your policy** completely (treating **your policy** as if it never existed).
- Change the terms of **your policy**.
- Refuse to deal with all or part of any claim or reduce the amount of any claims payments.

Making sure we have the right information

You must let **us** know about any accident or theft involving **your car**, whether or not **you** plan to make a claim.

You will need to let **us** know as soon as reasonably possible of any changes, such as (but not limited to):

- Changes to **your car**, or **your car's** registration number.
- Changes to **your car** that differ from the manufacturer's standard specification – whether mechanical or cosmetic.
- Changes to **your** address or where **your car** is parked overnight.
- Changes in the employment status or occupation of **you** or any named drivers.
- Changes in how (or by whom) **your car** is used.
- Changes to which drivers **you** want to include on the **Certificate of Motor Insurance**.
- Details of any motoring convictions, disqualifications or fixed penalty motoring offences, or of any pending prosecutions for motoring offences committed by any person allowed to drive **your car**.
- Any health matters affecting **you** or any named driver's ability to drive that the Driver and Vehicle Licensing Agency (DVLA) need to be aware of.

Your policy handbook.

This **policy** is based on information **you** provided **us** with. **You** need to check that all of this is correct and let **us** know as soon as possible if anything needs to be changed. **You** should also ensure that **you** let **us** know at renewal if any information has changed. **You** must also make sure that **you** answer any questions **we** ask **you** about **your policy** truthfully, completely and accurately.

We won't charge **you** any administration fees for the first three changes made to **your policy** using **our** self-serve tools. For any further changes, or for any **policy** changes made that involve **our** customer services team, **we'll** charge **you** the fee shown in **your Schedule**. **Your fixed premiums, per-mile rate** and terms and conditions may change as a result of any new information that **you've** given **us**.

The **policy** only covers **you** and those drivers listed in **your** current **Certificate of Motor Insurance**. This **policy** does not provide cover for **you** or anyone else to drive vehicles other than **your car**.

Misrepresentation and non-disclosure

No one likes being lied to. **You** must not make a false statement, misrepresentation or withhold information used in **your Schedule** or **Certificate of Motor Insurance**. Aside from hurting **our** feelings, it's an offence under the **Road Traffic Acts** to make a false statement or to misrepresent or withhold information for the purposes of obtaining a **Certificate of Motor Insurance**.

If **we** discover that **you**, anyone else insured under this **policy**, or anyone acting or appearing to act on **your** behalf provided **us** with false or misleading information, either on purpose or by accident, it could adversely affect **your policy** and any claim **you** try to make. For example, **we** may:

- Amend the terms of **your policy** and charge **you** any difference in premium.
- Reduce the amount **we** pay out for a claim, to reflect the difference in the premium **you** paid **us** and the premium **we** would have charged **you**.
- Cancel **your policy** in accordance with **our** rights to cancel (see **Cancellation**).

Your premiums are based upon the information you supply. If your premiums are based on incorrect information and we have to change them, we'll collect (or refund) the difference.

Your policy handbook.

If, based on the false or misleading information, the **insurer** provided **you** with cover that they would not have otherwise offered, **we** may:

- Void **your policy** (treat **your policy** as if it never existed).
- Refuse to pay any claims.

If the **insurer** finds that they were deliberately given the wrong information, they won't return to **you** any of the premium **you've** paid **us**.

Messing with the Miles Tracker or revoking access to your vehicle data

We've said it before and **we'll** say it again, **miles** are what make **our** insurance tick. If **you**, any named driver on the **Certificate of Motor Insurance**, or anyone else stops **our** ability to collect **vehicle data**, **your policy** may be cancelled or voided – this includes damaging, tampering with or unnecessarily removing a **Miles Tracker** without **our** permission, or preventing **our** access to **Connected Car** data.

Changes

If **you** want to make changes to **your car**, **we** need to agree to them and issue a new **Certificate of Motor Insurance** and **Schedule** first. The same applies if **you** intend to change how **you** use **your car**, or who uses **your car**. If **you** make these changes without telling **us** first then **you** may not be covered under the **policy**.

Other good things to know

When **you** buy **your** insurance from **us**, **we** issue **you** with a **Certificate of Motor Insurance** (on behalf of the **insurer**). The **insurer** then provides cover to **you** subject to the terms of **your policy**. This cover lasts a year from the **policy start date**.

Caring for your car

Take care of **your car** and it'll take care of **you**. If that's not incentive enough, **your policy** requires **you** to always:

- Protect **your car** from damage or loss.
- Make sure all doors, windows and sunroofs are shut when **you're** not in **your car** (and if **you've** got a convertible, that **you've** put the roof back up).
- Make sure the immobiliser, alarms and tracking devices are always working and on when they should be.
- Keep **your car** in a roadworthy condition (including making sure **your car's** tyre tread is above legal limits).
- Take **your** personal belongings with **you** when **you're** not in the car (or lock them out of sight in the boot or glovebox).

You must also have:

- A valid MOT test certificate, issued by the Driver and Vehicle Standards Agency (DVSA) for **your car** if one is needed by law.
- Up-to-date vehicle tax if **your car** is being used on the road, or;
- A valid SORN (Statutory Off Road Notification) if **your car** is kept off the road.

Finally, **you** must allow **us** to examine **your car** and its documents in relation to any matter relevant to this insurance.

Other insurances

If any loss, damage or liability covered by this **policy** is also covered by any other insurance, the **insurer** will only pay its proportionate share.

Right of recovery

If, under the law of any relevant country, the **insurer** is obliged to make a payment this **policy** would not normally entitle **you** to, **you** must repay that amount to the **insurer** on demand.

Car sharing

We aren't the types to come between friends. This **policy** allows **you** to carry passengers on a social basis (otherwise known as "giving **your** mates a lift"), and if they chip in for petrol, that's fine too. But what's not allowed is:

- Making a profit from a car sharing arrangement.
- Adapting **your car** to carry eight or more people (including the driver).
- Carrying passengers as part of a passenger-carrying business.

Cancellation.

We don't like cancelling policies. It's not what **we're** here for. But **we** can cancel **your policy** where **we** have a valid reason. For example:

- **You** don't pay **your** upfront **fixed premium**.
- **You** don't pay **your** monthly **miles premium** (or monthly **fixed premium** if **you've** chosen to pay this way) within 7 days of their due date.
- **You** break the terms of this **policy** by, for example, failing to keep **your policy** activated.
- **You** don't provide any documents or information **we** request to see (like proof of **your** No Claims Discount).
- **Your car** is used differently or by different people than set out in **your Certificate of Motor Insurance**.
- **You** have given **us** information that is inaccurate or untruthful.
- **You** give **us** new information that means **we're** no longer able to cover **you**.
- **You** threaten or abuse **our** employees or partners.

What will happen if **we** cancel **your policy**?

We can cancel **your policy** by giving **you** 7 days' notice by email in advance of the cancellation date. **We** do this to give **you** time to insure **your car** elsewhere. The **policy** will end when the 7 days' notice expires.

You'll still be charged for the **miles you** drive and any **fixed premiums** used until the cancellation date.

On the cancellation date, **you'll** no longer be covered under this **policy**.

Your right to cancel **your policy**

You can cancel **your policy** at any point by contacting **us** via email, phone or by using **our app** or **web dashboard** (see **Section 14: Contact Us**). Cancellation can be immediate or set for a later date, but never backdated.

You also have a statutory right to cancel **your** insurance **policy** within 14 days of purchasing it or renewing it (or within 14 days of receiving **your policy** documents or renewal **Schedule**, if later).

Just so **you're** aware, if **you** make any claim or have an ongoing claim during the current **Period of Policy Cover**, **we** can't give **you** any money back, regardless of when **you** cancel. This normally includes claims for glass damage too, but **your insurer** may choose to give **you** a refund at their discretion.

Your insurer's right to cancel your policy

The **insurer** may cancel **your policy** in the event that **By Miles** stops trading or is unable to collect premiums. **You'll** receive a pro-rata refund of **your fixed premium** and a full refund of any unused **miles premium**. In this case, **you** won't have to pay a cancellation fee.

Settling up

Whatever time **your policy** is cancelled (whether within the 14 days or not), **you** will pay for any **miles** driven up until the cancellation date plus any **fixed premiums** used. Provided no claim has been made during the current **Period of Cover**, **you** will be entitled to receive a pro-rata refund of any unused **fixed premiums** and any unused prepaid **miles** will be refunded too.

If **your insurer** has paid a claim, in whole or in part, or if **you** have made a claim that hasn't been settled yet, then **we** will not be able to refund any of **your fixed premiums**.

If **you** have a **Miles Tracker**, **you** must return it to **us** in good working order within 21 days of **your policy end date**. If **you** don't, **we'll** charge **you** the **Miles Tracker** fee that's on **your Policy Schedule**, and send **you** an email to let **you** know **we're** taking payment.

We'll subtract the cancellation fee (which covers any costs **we've** had in setting up and cancelling **your Policy**) shown in **your Schedule** from any refund **we** owe **you**, as well as payment for any unpaid statements. If **we** have sent **you** a **Miles Tracker**, **we** may also deduct the **Miles Tracker** fee from this refund. **You'll** receive the final amount due to **you** within 21 days, on the card **you** used for **your** original payment.

If **your** unpaid statements and cancellation fee (and **Miles Tracker** fee, if **you** have one) exceed the pro-rata amount of **your** unused **fixed premiums** and/or prepaid **miles**, **you** may end up owing **us** money. In this instance, **we'll** charge **your** card this amount.

If **we** don't receive all money owed to **us**, **we** may use third party debt collection agencies to progress the recovery, including any administration charges **we** incur in the process. As that all seems a bit unnecessary, **we** suggest contacting **us** directly if there's any issue with **your** payment.

We reserve the right to deduct any **premium** owing to **us** from any on-going claim under this **policy**.

Claiming.

First things first. Who can claim?

- **You.**
- Any driver named on **your Certificate of Motor Insurance.**
- Any passenger travelling in or getting in or out of **your car.**

Simple enough. So, how do **you** go about it?

- Tell **us** what happened. **You** should do this as soon as possible (ideally within 24 hours) of the incident by calling the claims helpline on **0330 088 3838.**

Accidents

- Do whatever **you** can safely do to protect the car, and its contents, from any further damage.
- Write down the full details of any third parties involved in the accident and any witnesses and pass them on to **us**.
- Note down the number of passengers in each vehicle.
- Take photos of everything that's been damaged and positions of the vehicles.

Theft

- In the case of theft, or attempted theft, from or of **your car**, inform the police and obtain a crime reference number. Again, please do this as soon as possible (ideally within 24 hours).
- Don't attempt to retrieve **your car yourself.**

Communication

- Send **us** any communications **you** receive from anyone else involved in the incident as soon as **you** receive them. It may seem rude, but don't reply to them.
- If **you** receive note of an intended prosecution, a coroner's inquest, a fatal accident inquiry, or any writ, summons or process, let **us** know and send it on to **us** as soon as **you** can. Again, don't reply.
- Provide all relevant information, documents and assistance **we** might need to investigate the accident or get **your** claim processed.
- If, following an accident, **your car** ends up in a location where **you** might be charged storage fees, let **us** know the address as soon as possible – otherwise **you** might be liable to pay.
- **You** must also co-operate fully with **us**, or anyone appointed by **us** to handle **your** claim, including by providing written details within a reasonable timeframe.

And what shouldn't you do?

- Don't assume that **we** are aware of any incident that has occurred, or that **we** will contact **you**, the police or other emergency services. **We** need **you** to tell **us** about it.
- Don't negotiate with other parties or admit responsibility. It can be natural to feel guilty when accidents happen, but liability isn't always obvious and **you** could compromise **your** claim if **you** say the wrong thing.
- Don't make any offer, promise or payment.
- Don't start any proceedings or settlement. That's **our** bit.

In short, tell **us** as much as **you** can about the incident and talk about it as little as possible with anyone else (aside from assisting the police or giving **your** contact and insurance details).

If you don't comply with any of the conditions above, or if you (or anyone acting on your behalf) engages in fraudulent activity including making a claim which is in any way false, fraudulent or exaggerated, or supporting a claim with any false or fraudulent statement or documentation, then we can do one or more of the following:

- Void **your policy** (treating **your policy** as if it never existed), and not return any premiums **you've** paid **us**.
- Cancel **your policy** from the date of the fraud, and not return any premiums **you've** paid **us**.
- Recover any payment **we've** already made to **you** in relation to the claim.
- Refuse to deal with part or any of **your** claim, or reduce any claim payments.
- Inform the police and anti-fraud organisations.

What we'll do

Once **we** know about **your** claim, **we'll** start working on it. As part of this, **we** (and the **insurer**) will be entitled to:

- Control proceedings to defend or settle any claim.
- Take proceedings in **your** name, or in the name of any other person claiming under this **policy**, at **our** own expense, and for **our** own benefit to recover any payment **we** or the **insurer** have made.

If **you** pay a monthly **fixed premium** then **your insurer** may also deduct any outstanding monthly payments from **your** claim.

Your policy handbook.

Keeping in line

The **insurer** will only provide cover under this **policy** if:

- The information **you** give to **us** in the course of making a claim is complete and correct to the best of **your** knowledge.
- **You**'ve paid all the premiums due.

You must also:

- Provide correct information about **you** or any other drivers covered by this **policy** where requested by **us**.
- Send any documents requested by **us** or the **insurer** relating to this **policy** when requested or as soon as possible. These documents may include, but are not limited to, the driving licences of any insured drivers, **your car's** V5C and **your** proof of No Claims Discount.

General exclusions.

Every insurance policy has exclusions. **Ours** aren't anything unusual, but **you** should be aware of them. Because (aside from the minimum protection required by the **Road Traffic Acts**) **you** won't be covered in the below circumstances:

Driving and use

If **your car** is used in the wrong way or by the wrong people, **you** can invalidate **your** insurance. For example, **you'll** invalidate **your** insurance if:

- **Your car** is driven or used in a way not permitted by **your Certificate of Motor Insurance** and **Schedule**.
- **Your car** is driven by or left in the charge of any person not permitted to drive it by **your Certificate of Motor Insurance**.
- **Your car** is driven by any person who is disqualified from driving, does not have a valid driving licence for the relevant territory or vehicle type, or is in any other way breaking the conditions of their driving licence.
- **Your car** is driven by anyone who is over the legal limit for alcohol, unfit to drive due to drug use or fails to provide a blood, urine or breath sample when required to do so.
- **Your car** is driven for hire and reward, or for delivery purposes.
- **Your car** is used in (or in preparation or training for) any competition or sporting event, racing, pace making, testing, speed trials, track days or rallies.
- **Your car** is driven or used on the Nürburgring Nordschleife in Germany.
- **Your car** is driven or used for any illegal or criminal activity, including if **you're** trying to avoid being apprehended by the police or military for any reason.
- **Your car** is used in connection with the motor trade other than for the purposes of overhaul, upkeep or repair.
- **Your car** is used for towing for payment or reward or towing more than one caravan, trailer or mechanically disabled vehicle at the same time.
- **Your car** is used in any deliberate act (including road rage) that causes damage to other vehicles or property, injury to any person, or puts anyone in fear of injury.

Remote control and automated driving

Some newer cars are able to be controlled remotely, for example through an app provided by the car's manufacturer. These features are sometimes called 'Auto drive', 'Summon' or 'Autopark'. **Your policy** doesn't cover **you** for any incidents caused when **your car** is being controlled remotely, unless **you** or a named driver are in the driver's seat.

This **policy** does not cover loss or damage caused by **your** automated **car** driving itself at any time or place where the use of the automated functions is unlawful.

Contractual liability

This **policy** doesn't cover any liability resulting from a contract or agreement that **you** have with another party, unless the **insurer** would have been otherwise responsible.

Pollution and radioactivity

You aren't covered for claims relating to:

- Pollution or contamination, however caused.
- Ionising radiations, or contamination by radioactivity from any nuclear fuel or from any nuclear waste, or from the combustion of nuclear fuel.
- The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear installation, assembly, component or weapon.

War

The **insurer** 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 means any martial law, confiscation, nationalisation, requisition or destruction or damage of property by or under the order of any government or public or local authority or any action taken in controlling, preventing, suppressing or in any way relating to war.

Terrorism

The **insurer** won't cover any loss, damage, liability or injury caused by any acts of terrorism as defined by the terrorism legislation applicable where the incident took place/or any action taken in controlling, preventing, suppressing terrorism, unless strictly required by the **Road Traffic Act**.

Civil unrest

The **insurer** won't cover any loss, damage, liability or injury caused by riot or civil unrest that happens outside Great Britain, the Isle of Man or the Channel Islands, unless strictly required by the **Road Traffic Act**.

Airfields and bases

The **insurer** won't cover **your car** when it's used in the operational boundaries of any airport, aerodrome or airfield, foreign military base, embassy or consulate. So think twice before accepting The Ambassador's dinner invitations...

Pressure waves

The **insurer** won't cover claims relating to pressure waves caused by aircraft travelling faster than the speed of sound.

Public authorities

If any government, public or local authority legally removes or destroys **your car**, **you** won't be covered.

Hazardous goods

Unless it is for domestic purposes (like **your** weekly shop), the **insurer** won't cover any claims, losses or damage to property caused (or contributed to) by carrying any **hazardous goods**.

Provisional drivers

The **insurer** won't cover **your car** when it's being driven by someone with a provisional driving licence, unless they are:

- named on **your** current **Certificate of Motor Insurance**; and
- accompanied at the time of any incident by another driver who is also named on **your** current **Certificate of Motor Insurance**, is over the age of 21, and has held a full UK licence for at least 3 years.

Cyber

The **insurer** won't cover any loss, damage, legal liability, cost or expense caused by:

- Loss, partial loss or corruption of any electronic data
- Repair, replacement or restoration of any electronic data
- A ransom to gain access to **your car** or its features
- A **cyber event**

except when required by the **Road Traffic Acts**.

Section 1: Your car.

What's covered?

The **insurer** will cover **you** against damage caused by:

- ✓ Accidents.
- ✓ Vandalism.
- ✓ Fire.
- ✓ Lightning.
- ✓ Explosion.
- ✓ Theft (including attempted theft).

How is it paid for?

The **insurer** will choose to either:

- ✓ Pay the cost of repairs (minus the **excess**).
- ✓ Replace anything lost or damaged (which could include **your car** itself) with another of the same, make, model and specification (minus the **excess**). Once **you**'ve accepted the payment the lost or damaged item belongs to **us**.
- ✓ To pay cash. This would usually only be the case if repairing **your car** is unfeasible. **You**'d receive either the **market value** of **your car** at the time of the accident minus the **excess**, or the amount **you** paid for it minus the **excess** – whichever is the lower amount. If **your car** is less than 12 months old, **you** may be entitled to a new car (see "Replacing **your car**" on **Page 29**). Once **you**'ve accepted the payment, the car belongs to **us**.

What's not covered?

- ✗ Any **excess** that applies to this **policy** (as shown in **your Schedule**).
- ✗ Natural wear and tear.
- ✗ Any loss in value caused by repairs to **your car**.
- ✗ Any repairs that leave **your car** in better condition than it was before a claim.
- ✗ Mechanical or electrical failures – including breakdowns.
- ✗ Damage to **your** tyres including flat-spots, punctures, cuts or bursts unless as the result of an accident.
- ✗ Amounts above the manufacturer's current UK list price for any given part.
- ✗ Costs associated with sourcing parts (such as shipping).
- ✗ Costs that arise from not being able to use **your car**.
- ✗ Loss or damage caused by fraud or deception.
- ✗ Repossession of **your car** by its rightful owner and/or any compensation payable to the owner.
- ✗ Damage caused by a member of **your** family or household using the car without permission (unless they're convicted of theft).
- ✗ Any additional damage resulting from **your car** being moved, under its own power, by **you** or any named driver after an accident, fire or theft, unless **your car** is causing an obstruction.

continued on the next page

What's not covered? *(continued)*

- ✗ Damage or loss resulting from a deliberate action by **you** or a named driver.
- ✗ Damage to, or loss of, anything towed by **your car** (including caravans, trailers and other vehicles).
- ✗ Loss or damage that occurs when **your car** key or keyfob is left in or on **your car** and/or **your car** is left with its engine running.
- ✗ Loss or damage that occurs when **your car** is left unattended and unlocked, including leaving windows, sunroofs, or hoods open and/or unlocked. .
- ✗ Loss or damage caused by theft or attempted theft when **your car** is left unattended that occurs when **your car's** manufacturer-fitted security device is not operational.
- ✗ Loss or damage caused by water freezing in the car cooling system.
- ✗ Confiscation, loss or damage caused by any government, public authority or land authority.
- ✗ Damage caused by chewing, scratching, tearing or fouling by domestic pets, or caused by vermin, insects, mildew or fungus.
- ✗ Damage caused by any gradual process (for example, frost or smog).
- ✗ Loss or damage whilst **you**, any named driver, or anyone else acting with **your** permission, undertakes any form of repairs or improvements to **your car** but isn't qualified to do so.
- ✗ Cherished, or personalised registration plates should **your car** be 'written off'. This includes the actual value of cherished plates, any costs associated with their retention, or any loss of future use of **your** cherished plates.

Your claim

If **you** are making a claim which is covered under this section, **you** should be aware of the following:

Payment of premiums

If **you** make a claim, any unpaid **premiums** will be taken out of the settlement **you** receive – leaving **us** all square.

Green parts or parts not made by your car's manufacturer

The **insurer** may decide to repair **your car** with **green parts**, or parts that have not been made by **your car's** manufacturer. If this is the case, the parts will be of a similar standard.

Non-standard parts

The **insurer** will only pay the cost of replacing parts that match the manufacturer's standard specification (including extras fitted by the manufacturer). That means, unless **we** have specifically agreed to cover them, non-standard parts aren't covered.

If a part is no longer readily available, the **insurer** will only pay the cost shown in the manufacturer's latest price guide, plus the fitting costs.

Repairers

If **you** don't use an **approved repairer** **your** repairs will not be guaranteed, **you** won't be entitled to a temporary replacement car and **your excess** will increase by the amount shown in **your Schedule**.

Whilst **you** are using **your car** abroad any repairs made outside the UK aren't guaranteed and **you** won't be entitled to a temporary replacement car.

If **your car** is repaired by an **approved repairer** the work will be guaranteed for 3 years or until **you** sell the **car**, whichever comes first.

Recovering your car and keeping it safe

If **your car** is undriveable and needs to be recovered, don't panic. The **insurer** will arrange for someone to pick it up from the scene, store it safely if needed, and take it to an **approved repairer**. The **insurer** will keep **you** moving to a safe place or pay for overnight accommodation too.

If **you** can still drive **your car**, then **you** will need to make sure it's kept safe until it can be fixed.

If you're not the owner

If **your car** is the subject of a hire purchase, a leasing agreement or under contract, payments for total loss claims made under this section of the **policy** will be made to the legal owner rather than to **you**.

Replacing locks and keys

If **car** keys, lock transmitters or entry cards are lost or stolen, the **insurer** will pay for their replacement – unless they were left unattended in or on **your car**. So be sure to pocket them when **you** get out of **your car**, even if it's just a short stop.

If the keys are stolen, remember to report the incident to the police as the **insurer** will need a crime reference number in order to pay **your** claim.

If **you** make a claim for lost, stolen or damaged keys, **you'll** only need to pay the key replacement **excess** (as shown in **your Schedule**).

Redelivery costs

Once **your car** has been repaired, the **insurer** will cover the costs to deliver **your car** back to **your** home address. However, if **you** have a temporary replacement car, **you'll** be responsible for ensuring that it's returned to the courtesy car provider before **your car** will be returned to **you**.

Replacing your car

If **your car** would be unsafe to drive (even after being repaired), the cost of repairing any damage is too high compared with the **market value** of **your car**, or if **your car** is stolen and never recovered, it will be 'written off' as a total loss. This means **your** claim will be settled based on the **insurer's** assessment of the **market value** of **your car**, minus any **fixed premiums** and monthly **miles premiums** and any other amounts that **you** still owe **us**, and minus the **excess** on **your policy**.

In addition, if **your car** is less than 1 year old (from the first registration date as new), and **you're** the first owner, then **you** may have the option to replace **your car** with a brand new one. **You'll** be offered this option if **your car**:

- Is so badly damaged that repairs would cost more than 60% of the **market value** at the time of the accident (including extras fitted by the manufacturer and taxes).
- Was stolen and never recovered.

If **you** are still paying for **your car** under a finance agreement, or anyone else has a legal interest in the car, **we'll** also need their permission. However, **we** might not be able to get all the optional extras **you** had, and this will be subject to availability in the UK. If a suitable replacement isn't available, the claim will be settled in one of the other ways outlined in **your policy**.

Once **you** have accepted a payment or a replacement, **your car** becomes **our** property.

In-car entertainment and satellite navigation equipment

It's important to know where **you're** going – and that **you** can keep **your** passengers happy until **you** get there. Fortunately, the **insurer** will pay for loss of, or damage to, in-car entertainment and satellite navigation equipment. **You** are covered for:

- Up to the **market value** of any equipment that's permanently fitted to **your car** and part of the manufacturer's standard specification.
- Up to £1,000 for any other equipment (but in the case of theft **you** will only be covered if the stolen items were being kept out of sight in the boot or glove compartment).

You will need proof of purchase in order to make a claim.

Remember: don't use **your** phone or adjust in-car entertainment or sat navs while driving.

Charging accessories

If **you've** got an electric car, the **insurer** can cover some of its accessories too. If the charging cable or any other charging accessories attached to **your car** are stolen or damaged as a result of an accident, fire or attempted theft, the **insurer** will pay to repair or replace these, providing they were bought as part of **your car** and are plugged directly into an appropriate mains electricity socket.

Unless they were a direct replacement from **your car's** manufacturer, the **insurer** won't cover any aftermarket cables or accessories, nor any damage caused by using them.

Electric car batteries

To reduce the cost of electric cars, some car manufacturers exclude the cost of the battery from the purchase price, and allow **you** to lease the battery separately from them.

If **your** electric car is a total loss and **you're** leasing the battery from the manufacturer, **your insurer** will pay **you** the current **market value** of the car without the battery. If the battery can't be repaired or recovered – and providing it isn't covered by another insurance policy - **your insurer** will also pay the manufacturer of **your car** the 'total loss' amount shown in **your** battery leasing agreement.

Child car seats

Nothing's more important than keeping **your** little ones safe and sound. If a child car seat is fitted to **your car**, and **your car** is involved in an accident, damaged by fire, or stolen and not recovered, the **insurer** will pay for a similar replacement.

You may need proof of purchase in order to make a claim.

Excesses

Your Schedule will tell **you** what **excesses** apply to **your policy**. **You** must pay the relevant **excess** on any claim and the **insurer** will look after the rest (within the limits of the **policy**).

If **we** don't have access to **vehicle data**, via **your Connected Car** or the **Miles Tracker**, at the time of an incident, **your excess** will increase from **your standard excess** to the higher amount shown in **your Schedule**.

Temporary replacement cars

You may be an infrequent driver, but being off the road is still a big inconvenience and it's not one **we** want **you** to suffer. So, if the damage to **your car** is covered by this **policy** and **you** are happy to go with the **insurer's approved repairer**, **you** will receive a temporary replacement car until **yours** is fixed (though this is subject to availability).

Your policy will cover **you** (or any other driver named on **your Certificate of Motor Insurance**) to drive the temporary replacement car.

Your cover to drive the temporary replacement car is restricted to the limitations on use and exclusions shown on **your Certificate of Motor Insurance**, and in the terms of **your policy**.

Please bear in mind, the temporary replacement may not resemble **your car**. The **insurer** tends to supply one-litre hatchbacks with manual gearboxes.

You will be responsible for any fines or tolls **you** incur while driving it. However, the **miles you** drive in the replacement car don't count towards **your monthly miles premium**. Every cloud...

You need to give the replacement car back when asked or if **your policy** is cancelled.

In the event of **your car** looking like it may be declared a total loss (written-off) or if **your car** is stolen and not recovered, a temporary replacement vehicle will not be available.

Temporary replacement cars are not available abroad, nor can they be used abroad. Temporary replacement cars can only be used in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands. For more details about using **your car** abroad, please read **Section 11** of this **policy** handbook.

Section 2: Glass damage.

What's covered?

- ✓ The **insurer** will pay to have damaged glass in **your car's** windows, windscreen or sunroof or roof replaced or repaired (minus any **excess**), as long as **you** use the **insurer's approved repairer**. Any glass replaced in **your car** by **your insurer** will be glass that has been manufactured to Original Equipment Manufacturer (OEM) standards.
- ✓ The **insurer** will also pay for the recalibration costs of Advanced Driver Assistance Systems (ADAS) sensors, and cameras if required, in **your car's** windscreen after it has been replaced or repaired by an **approved repairer**.
- ✓ The **insurer** will also pay to repair any bodywork damaged by broken glass from **your car**. And if **you** only make a claim under this section, **your** No Claims Discount (NCD) will not be affected.

What's not covered?

- ✗ The relevant **excess** (as shown in **your Schedule**). The **excess** will be lower if glass is repaired rather than replaced.
- ✗ If **you** choose not to use the **insurer's approved repairer**, the **insurer** will only pay up to £150.
- ✗ Loss of the use of **your car**.
- ✗ The costs of importing parts or replacement glass, or storage costs caused by delays where they are not available.
- ✗ Damage to **your car** as a result of a deliberate act caused by **you** or any driver covered to drive **your car**.
- ✗ Wear and tear, or scratching, unless the scratching is caused by the breakage of glass.
- ✗ Repair or replacement of any glass that's part of a removable or folding roof.
- ✗ Repair or replacement of any windscreens, windows or window mechanisms not made of glass.

Bear in mind that for any claim, **you** will need to pay the appropriate **excess**. Take a look at **your Schedule** for a reminder of what this is.

Section 3: Other people and their property.

What's covered?

If someone is injured, killed or their property is damaged due to an accident involving **your car**, the **insurer** will cover the cost of this on behalf of:

- ✓ **You** and anyone else able to drive the **car** in **your Certificate of Motor Insurance**.
- ✓ Any passenger travelling in or getting into or out of **your car**.

This cover also applies if the accident was caused by a trailer or broken-down vehicle being towed by **your car**, but it will not cover damage to anything **you're** towing.

The cover is limited to a maximum of £20,000,000 for damage to property, plus up to £5,000,000 for reasonable legal defence costs relating to a single event. Cover for third party injury and death is unlimited.

What's not covered?

- ✗ Death of, or bodily injury to, the person in control of **your car** at the time of the accident, whether it's being driven by the driver, remotely or autonomously.
- ✗ Legal representation for **you** in the event **you** are injured in an incident that's not **your** fault.
- ✗ Anyone who is disqualified from driving, who does not hold a licence, or is prevented from holding one by law.
- ✗ Any death, injury, loss or damage caused by a deliberate act by **you** or anyone else driving **your car**.
- ✗ Any amount where the legal responsibility for payment is covered by other insurance.
- ✗ Loss of, or damage to, any property in the care of or belonging to anyone claiming under this section.
- ✗ Loss of, or damage to, any trailer, caravan or vehicle (or their contents) being towed by, or attached to **your car**.
- ✗ Loss or damage caused by grinding, cutting, welding or soldering operations, or using blow lamps or torches on or in **your car**.
- ✗ Any loss or damage that happens as an indirect consequence of an incident, unless it's covered elsewhere in **your policy**.

What's covered? *(continued)*

Legal costs

The **insurer** will pay reasonable legal costs in the following scenarios:

- ✓ If the **insurer** appoints a solicitor to defend **you** at a coroner's inquest, fatal accident inquiry, or magistrates court (or a court of similar jurisdiction in any country within the **geographical limits**).
- ✓ For **your** defence in legal proceedings relating to charges of manslaughter or causing death by dangerous or reckless driving.

This will be done at the **insurer's** discretion and **you'll** need written approval in advance. The **insurer** will agree to all legal costs or expenses beforehand in writing with **you**. If the **insurer** agrees to pay these legal costs or expenses, the **insurer** will tell **you** how much they're willing to cover.

Emergency treatment charges

The **insurer** will pay for the cost of any treatment from the emergency services as set out in the **Road Traffic Acts**. If this is the only payment made under **your policy**, it will not affect **your** No Claims Discount.

What's covered? *(continued)*

Charging cable incidents

If **you**'ve got an electric car, **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.

We suggest **you** take steps to prevent an accident like this from occurring, such as:

- Keeping the charging cable away from any footpath or walkway that might be used to enter or exit **your** home.
- Using a brightly coloured external cable protector so that the cable is covered and people can see the hazard more easily.

Section 4: Liability for automated cars in Great Britain.

What's covered?

The **insurer** will provide cover if someone is injured, killed or their property is damaged due to an accident caused by **your** automated **car** when it is lawfully driving itself on a road or other public place in England, Scotland and Wales. There is no cover in Northern Ireland, the Channel Islands or the Isle of Man.

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

What's not covered?

The **insurer** won't cover any loss, damage or injury:

- ✗ That takes place outside of England, Scotland and Wales.
- ✗ Caused by **your** automated **car** driving itself at any time or place that the use of automated functions is unlawful.
- ✗ Where the accident was caused or contributed to by any party suffering loss, damage or injury.
- ✗ To **you** and anyone else able to drive the **car** named in **your Certificate of Motor Insurance** 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. The **insurer** may also require that **you** and anyone else able to drive the **car** named in **your Certificate of Motor Insurance** repay the **insurer** any amounts that the **insurer** is 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.

What's not covered? *(continued)*

- ✗ To property which **you** and anyone else able to drive the **car** named in **your Certificate of Motor Insurance** owns or is responsible for.
- ✗ That's covered by another insurance policy.
- ✗ To **your** automated **car** or trailer.
- ✗ To goods carried for hire or reward.

There is no cover for legal costs or expenses.

Section 5: Personal belongings.

What's covered?

In the event of loss, or damage as a result of accident, fire, explosion, theft or attempted theft, the **insurer** will pay:

- ✓ Up to £500 for personal belongings stolen from or damaged in **your car**.
- ✓ Up to £300 for loss of, or damage to, wheelchairs, child's pushchairs, buggies or carrycots in **your car**.

What's not covered?

When it comes to theft (and attempted theft), items are only ever covered if they're hidden in a glove box or luggage compartment in **your car** and **you** leave **your car** locked with all windows, roofs and hoods fully closed when unattended (children's car seats don't count here – **you** don't need to hide those).

The **insurer** won't cover damage to, or loss of, anything transported or stored, in or on any car roof mounted carrier (including roof bars, racks, boxes, bags or cycle carriers).

On top of this, the following items are never covered:

- ✗ Goods, tools, samples or equipment used for work purposes.
- ✗ Any property that's insured under any other policy.
- ✗ Money (including cash, credit, debit and cheque cards), stamps, tickets, vouchers, documents and securities.

Section 6: Medical expenses.

The **insurer** will pay up to £250 for each passenger towards medical expenses resulting from an accident that occurs while they are travelling in **your car**.

This is in addition to the cover included for medical treatment under **Section 3: Other people and their property**.

Section 7: Vandalism.

If **your car** is damaged through an act of vandalism then **your insurer** will cover the damage, as long as **you** provide **us** with a crime reference number given to **you** by the police.

Section 8: Uninsured drivers.

If **you** are involved in an accident with an uninsured driver that isn't **your** fault, **your** No Claims Discount (NCD) will not be affected and **you** won't have to pay any **excess**, as long as:

- **You** are able to provide the make, model and registration number of the other car involved.
- The **insurer** can establish that **you** were not at fault in any way.

You may have to pay the **excess** and **your** NCD may be affected while the **insurer** investigates the accident, but once the **insurer** confirms the accident wasn't **your** fault it will be refunded and **your** NCD will be unaffected.

Section 9: Misfuelling.

What's covered?

The **insurer** will cover costs caused by **you** or any named driver accidentally filling **your car's** fuel tank with the wrong fuel type.

This includes:

- ✓ Draining and flushing the fuel tank.
- ✓ Taking **your car** to the nearest repairer if it cannot be repaired on site.
- ✓ Damage caused directly and solely by the misfuelling.
- ✓ Refilling the fuel tank with up to 10 litres of the correct fuel type.

The misfuelling **excess** as shown in **your Schedule** applies to claims made under this section, with the exception of claims relating to engine damage caused by misfuelling (which are subject to the main **excess** shown in **your Schedule**).

What's not covered?

- ✗ Any claim resulting from foreign matter entering the fuel system, except for diesel or petroleum.
- ✗ Claims for misfuelling outside of the UK.
- ✗ Fuel, other than the 10 litres of the correct type of fuel to replenish the fuel tank after draining and flushing out the incorrect fuel.

Section 10: Hotel expenses.

If **your car** is not roadworthy following an accident which is covered under **Section 1** and **you** cannot complete **your** planned **journey** then, provided the claim has been reported to **us**, the **insurer** will pay up to a total of £250 towards:

- Overnight accommodation, including the cost of meals and drinks, for anyone travelling in **your car**; or
- Transport (but not a courtesy, or hire car) to take anyone travelling in **your car** to the first planned destination or to **your** home address.

Section 11: Using your car abroad.

Using your car in Europe

You'll get the exact same cover shown in **your Policy Schedule** while **you're** abroad in any European Union country, as well as Andorra, Iceland, Liechtenstein, Monaco, Norway, San Marino and Switzerland, for up to 90 days in any one **period of policy cover**. After that, **you'll** only get the minimum compulsory insurance as required by the law of the European Union. **You'll** also get the minimum compulsory insurance when driving in Serbia, Montenegro as well as Bosnia and Herzegovina.

If **you** need to make a claim in a foreign country that the **insurer** has agreed to provide cover in, **you** may be charged foreign customs duty. But don't worry - the **insurer** will refund it as part of the claim.

Using your car in any other countries

If **you** want to use **your car** in any countries not included in the list above, then **your policy** won't apply and **you** should add obtaining a separate insurance **policy** to **your** travel to-do list.

Section 12: Your No Claims Discount.

Earning a discount

We reward **our** customers wherever possible. So, for every year **you** go without making a claim, **you'll** receive a discount compared with what **you** would have paid as a customer who hadn't been driving so carefully.

Your No Claims Discount (NCD) will increase each year that **you** don't make a claim. And if **you** claim for any of the following, **your** No Claims Discount will still be increased:

- Any payment made under **Section 2: Glass damage**.
- Payments that are only for emergency treatment charges under **Section 3: Other people and their property**.
- Any claims where **you're** not at fault, provided the **insurer** has recovered its outlay in full.
- Acts of vandalism and accidents with uninsured drivers that weren't **your** fault under **Section 7: Vandalism** and **Section 8: Uninsured drivers**.

Applying **your** No Claims Discount to **your** account doesn't guarantee that **your fixed premiums** or **per-mile rate** will go down.

After the expiry of **your period of policy cover**, or if **your policy** is cancelled, **we'll** let **you** know how much No Claims Discount **you've** earned.

You cannot transfer **your** No Claims Discount to another person. If **you** insure more than one car through **us**, the No Claims Discount is earned separately for each car.

We'll protect your No Claims Discount as standard

We all know accidents happen from time to time (that's why **you** have insurance!) so **we'll** guarantee that **we** won't reduce **your** No Claims Discount, even if **you** make a claim, for as long as **you** have a **policy** with **us**.

Please note, **our** No Claims Discount protection does not protect the overall price of **your policy**. The price of **your** insurance **policy** may increase following an accident even if **you** were not at fault.

Sending us proof of your No Claims Discount

Well reward **you** with the No Claims Discount that **you**ve earned under **your** previously cancelled car insurance policy. Sometimes, **we**ll request proof of **your** No Claims Discount entitlement. If **you** don't send **us** satisfactory proof when **we** ask **you** for it, **you**ll no longer be entitled to a discount and **your fixed premium** and **miles premium** will increase as a result.

We don't accept No Claims Discount earned on commercial policies, van, private hire or motorcycle policies. **Your** NCD must have been issued in the last 24 months, be in **your** name, and must not be currently being used on another car.

Section 13: Personal accident benefits.

What's covered?

The **insurer** will cover **you** and **your spouse** for up to £7,500 during any one **period of policy cover** in the event that one of the below occurs in, or getting in or out of **your car**. This will be paid to the injured person (or their legal representative) if, within 90 days of the accident, the injury results in:

- ✔ Death.
- ✔ Permanent loss of any limb above the wrist or ankle.
- ✔ The complete and irrecoverable loss of sight in one or both eyes.

What's not covered?

If **you** or **your spouse** has more than one **policy** with the **insurer**, they will only pay the benefit under one **policy**. **We** will not provide cover in the following circumstances:

- ✗ Injury to, or death of, any person not wearing a seat belt.
- ✗ Injury or death resulting from a deliberate act, suicide or attempted suicide.
- ✗ Accidents caused by reckless, dangerous or illegal driving.
- ✗ Accidents caused where the driver of **your car** is proven to have been driving under the influence of alcohol or drugs.

Section 14: Contact us.

In an emergency, or if **you** need to let **us** know about a new claim or talk about an existing claim, get in touch directly on **our** claims line on **0330 088 3838**.

Spotted a mistake or something that needs changing in **your policy** documents?

Have a question or need support?

You can find the answer to most other queries (including how to give **us** access to **your vehicle data** or how to fit the **Miles Tracker**) online at help.bymiles.co.uk.

If **you** can't find what **you're** looking for online, get in touch directly through online chat in **our app** or **web dashboard** (dashboard.bymiles.co.uk), or call **our** Customer Services Helpline on **0330 088 3838**.

Complaints.

If **we** ever fail to hit the standards **you** expect, let **us** know about it. **We'll** do **our** best to put things right.

Contact **us** at:

Email: complaints@bymiles.co.uk

Telephone: 0330 088 3838

Or by post: **By Miles** Complaints Officer

By Miles Ltd, Churchill Court, Westmoreland Road, Bromley BR1 1DP.

Please quote the **policy** reference shown on **your Schedule** when making **your** complaint. **We'll** respond in writing to let **you** know what **we're** doing about it.

We'll record and analyse complaints to make sure **we** continue to improve the service **we** offer.

If **you're** not satisfied with **our** actions, or **you** haven't heard from **us** in 8 weeks, **you** can contact the Financial Ombudsman Service at:

Address: The Financial Ombudsman Service, Exchange Tower, London, E14 9SR

Website: www.financial-ombudsman.org.uk

Email: complaint.info@financial-ombudsman.org.uk

Telephone: 0800 023 4567 or 0300 123 9123

You must approach the Financial Ombudsman Service within 6 months of either **our** summary resolution or final response letter to **your** complaint. Please note that if **you** do not refer **your** complaint within 6 months, the Financial Ombudsman Service will not have **our** permission to consider **your** complaint so will only be able to in very limited circumstances – for example if it believes that the delay was a result of exceptional circumstances.

Financial Services Compensation Scheme

Your insurer is covered by the Financial Services Compensation Scheme (FSCS). If **your insurer** cannot meet its liabilities, **you** may be entitled to compensation under the scheme. Further information is available at: www.fscs.org.uk.

And finally...

This **policy** is a contract of insurance between **you** and **your insurer** that **we** administer on the **insurer's** behalf. This **policy** is governed by English law and the exclusive jurisdiction of the English courts.