# It's great to have you with us

Here's your motor insurance policy.



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

- Policy Schedule This customises the policy document to you and contains the information you provided us to personalise your policy.
- Our terms of business This sets out your contract with us.
- Our privacy policy and cookie policy These set out how we use and protect your data.

**You'll** always be able to find a copy of these documents in **your** boom account at <u>boom.co.uk</u>, but 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** need. Make sure **you** pay special attention to **your Policy Schedule**. If **you** spot anything that's not right, **you** should let **us** know as soon as possible so **we** can get **your** information updated.

### Changes to Your Policy Details

Please notify **us** immediately of any changes to **your policy** details. If **you** do not notify **us**, **your policy** could be invalid, which means **your insurer** may not pay part of or all of **your** claim.

This includes a change to:

- the type of driving licence held by drivers on the policy
  - includes, where a driver has a Provisional Driving Licence and then passes the practical driving test
- · your home address or where the vehicle is kept overnight
- driver details or the addition of new drivers
- a new vehicle
- full or part-time occupations of all drivers
- · class of use (for example needing business use)
- annual mileage
- vehicle modifications
- · fixed penalty notices, motoring or non-motoring convictions (including driving disqualifications)
- health that requires notification to the DVLA
- notification of any accidents or incidents (whether or not you intend to claim or are to blame)

or any other changes to the information you told us when you set up the policy.

### Any Questions?

If **you** have a question please don't hesitate to get in touch. **You** can contact **us** via chat in **your** boom account at boom.co.uk or by emailing **us** at <a href="mailto:support@boom.co.uk">support@boom.co.uk</a>

### Need help following an accident?

If **your vehicle** is involved in an accident or **you** need to make a claim under this **policy**, please contact **us** immediately using **our** Claims Helpline.

Call (within the UK): 0344 043 3561 (24-hour helpline)

Please refer to General Conditions for the information you need to make a claim.

### Damaged your windscreen?

If **you** have selected Comprehensive cover with the boom, boom Plus, or boom Premium **package**, and **your** windscreen needs to be replaced or repaired, please contact the windscreen helpline on <u>0800 032 3522</u>.

Please refer to General Conditions for the information you need to make a windscreen claim.

### How and what you pay us

**Your** boom **policy** has been set-up on one of the two payment plans shown below. **Your** payment plan will be detailed in **your schedule**.

Annual – you have paid for your policy in full by credit or debit card.

**Direct Debit** – **you** have entered into a credit agreement to pay for **your** annual **policy** by monthly instalments from **your** bank account by **Direct Debit**.

The table below details the premiums and other amounts **we** will charge in relation to **your policy**. All Fees must be paid at the time they are applicable and are non-refundable.

For more information refer to:

- · your schedule
- General Condition 5. Cancellation
- General Condition 6. Non-payment

Insurance Premium	Amount	
Motor insurance premium for your insurer	Refer to your schedule	
Our Fees	Annual	Direct Debit
Amending your policy	€0.00	€0.00
Duplicate documents sent in post	20.00	20.00
Late payment fee	€0.00	£25.00
Cancellation within Cooling off period	£25.00	£25.00
Cancellation outside Cooling off period (Standard Cancellation)	£75.00	£75.00
Set-up fee	£50.00	£50.00
Interest/APR	Not applicable	Refer to <b>your</b>

### Meeting your needs

This **policy** meets the needs and demands of someone who wants to insure their vehicle against loss or damage and for injury or damage caused by it. It gives useful advice on how to make a claim and what **you** can do if **you** are unhappy with **our** service. **You** should check that the cover provided by this **policy** is suitable for **you** and meets **your** needs and tell **us** if **you** do not understand any of it.

schedule

### Who are 'we'?

boom is a trading name of Abacai Technologies Limited who are the intermediary not **your insurer**, and **you** can find **us** on the Financial Conduct Authority register (<a href="www.fca.org.uk/register">www.fca.org.uk/register</a>, number: 953258). **You** can also find **us** through Companies House as registered in England & Wales, our number: 13147398 and **our** registered office is: Axiom House, The Centre, 4th Floor, Feltham, Middlesex, TW13 4AU

Abacai Technologies Limited is an appointed representative of Complete Cover Group Limited who are authorised and regulated by the Financial Conduct Authority and **you** can find them on the Financial Services Register (<a href="www.fca.org.uk/register">www.fca.org.uk/register</a>, number: 309611).

### What services and products do we provide?

**We** offer motor insurance from a single insurer, Mulsanne Insurance Company Ltd which is part of the Complete Cover Group, group of companies, because of this connection **we** have in place procedures to manage any conflicts of interest which may arise. **We** can offer additional products which may be provided by Mulsanne Insurance Company Ltd although **we** are not required by contract to do so. **You** will not receive advice or recommendation from **us** on any products, but **we** will offer **you** products that **we** believe meet **your** demands and needs, **we** will also give **you** enough information on these products to choose whether to proceed.

# Contents

Definitions	6
Policy Cover	8
Accidental Damage	10
Fire & Theft	12
Your liability to other people	15
Replacement Motor Vehicle	16
Glass Cover	17
Audio and Communications Equipment	17
Personal Belongings	18
Child Car Seats	18
Personal Accident	19
Medical Expenses	19
Courtesy Car	20
Hotel Expenses	21
Vandalism Promise	21
Theft of Keys	22
Uninsured Drivers	22
Using Your Vehicle Abroad	23
No Claims Bonus (NCB) and Protected NCB	23
Electric and Plug-in Hybrid	25
Endorsements	26
General Conditions	28
General Exclusions	33
Optional Extras - Enhanced Courtesy Car	36
How your information is used	38
Important Information	38
Complaints	30

# **Definitions**

The following words and phrases appear throughout this document with the same meaning:

Word or phrase	What it means
Approved Repairer	A repairer from <b>your insurer's</b> approved network who <b>your insurer</b> will authorise to repair <b>your vehicle</b> following a claim made under <b>your policy</b> .
Annual	You have paid for your policy with a single payment by credit or debit card.
Advanced Driver Assistance Systems (ADAS)	A range of electronic technologies which assist the driver to drive and park the vehicle more safely.
Audio Equipment	Permanently fitted car audio, telephone (including hands free), in-car entertainment and/or satellite navigation systems.
Certificate of Motor Insurance	Proof required by Road Traffic Acts that <b>your vehicle</b> is insured. The <b>certificate of motor insurance</b> shows the vehicle which is insured, who is allowed to drive it and what it can and cannot be used for.
Charging Cable	Electrical charging cable connecting <b>your electric</b> or <b>plug-in hybrid</b> vehicle to a charge point.
Commercial Vehicle	A vehicle manufactured and used for the carriage of goods.
Courtesy Car	A small hatchback provided by the <b>approved repairer</b> , subject to availability, while they are repairing <b>your vehicle</b> .
Direct Debit	You have entered into a credit agreement to pay for your policy and the monthly instalments will be taken by <b>Direct Debit</b> from your bank account.
Endorsement	A change to the terms of <b>your policy</b> , and shown on <b>your schedule</b> and within Section 19 of this <b>policy</b> .
Enhanced Courtesy Car	A similar-sized car to <b>your vehicle</b> (up to 7 seats) provided while <b>your vehicle</b> is being repaired or in the event of a total loss or theft claim for up to 14 days.
European Union /EU	Austria, Belgium, Bulgaria, Croatia, Republic of Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, and Sweden.
Excess	The amount <b>you</b> will have to pay towards any claim. The amount of the <b>excess</b> is shown on <b>your schedule</b> . Additional excesses detailed in this <b>policy</b> may also apply.
Fire	Fire, lightning, explosion or self-ignition.

Home Charge Point	Wall mounted unit, usually attached to <b>your</b> home or garage to charge <b>your electric</b> or <b>plug-in hybrid</b> vehicle.
(your) Insurer	The Insurer, Mulsanne Insurance Company Limited, as shown on <b>your Certificate of Motor Insurance</b> . A company registered in Gibraltar with the Registrar of Companies under company number 101673. Registered Office 5/5 Crutchett's Ramp, Gibraltar, GX11 1AA. Authorised by the Gibraltar Financial Services Commission to carry on insurance business under the Financial Services Act 2019 and Financial Services (Insurance Companies) Regulations 2020.
Market Value	The cost of replacing <b>your vehicle</b> with one of similar type, age, mileage and/or condition at the time of the loss as assessed by <b>your insurer</b> . Guides (such as Glasses Guide) which refer to vehicle values are used to assess the market value and also engineers and any other relevant sources.
Package	The product level <b>you</b> selected when completing <b>your</b> application for insurance. These include; boom Essentials, boom, boom Plus, and boom Premium.
Partner	<b>Your</b> spouse, civil partner or a person <b>you</b> permanently live with at the same address, sharing financial responsibility, as if <b>you</b> were married to them.
Period of Insurance	The period of time covered by this insurance as shown in <b>your schedule</b> and <b>certificate of insurance.</b> .
Personal Belongings	Property which is worn or used in everyday life and which belongs to <b>you</b> and is in <b>your vehicle</b> .
Plug-in hybrid	A hybrid vehicle that uses battery power and power from a petrol or diesel engine. The battery pack is plugged into a <b>home</b> or <b>public charge point</b> to charge it up
Policy	The <b>policy</b> is <b>your</b> contract of insurance which includes this document, <b>your statement of fact</b> , <b>your schedule</b> and any <b>endorsements</b> .
Private Car	A privately owned motor car manufactured to carry up to eight passengers, which is designed solely for private use and and has not been constructed or adapted to carry goods.
Public Charge Point	A charge point available in public places, such as supermarkets and service stations for <b>electric</b> or <b>plug-in hybrid</b> vehicles.
Road Traffic Law	The laws, acts or regulations that govern the driving or use of any vehicle within the <b>United Kingdom</b> .
Schedule	The document forms part of <b>your policy</b> and shows details of <b>you</b> , <b>your vehicle</b> , <b>excess</b> , any <b>endorsements</b> applicable and insurance premium.
Statement of Fact	A record of the information provided by <b>you</b> when completing <b>your</b> application for insurance, and is the basis that <b>your insurer</b> has agreed to provide this <b>policy</b> .
Territorial Limits	Countries within the <b>United Kingdom</b> (UK), the Channel Islands, Isle of Man, the European Union (EU), Andorra, Gibraltar, Iceland, Monaco, Norway, San Marino, Liechtenstein and Switzerland.

Theft	Any <b>theft</b> or attempted <b>theft</b> which has been reported to the Police. A crime reference number must be obtained from the Police.
United Kingdom	England, Scotland, Wales and Northern Ireland, excluding Channel Islands and the Isle of Man
Unroadworthy	In such a condition that the use of <b>your vehicle</b> on the road would pose a danger of injury to any person or would be unlawful.
We / Us / Our	Abacai Technologies Limited trading as boom.
Your vehicle	The vehicle described within <b>your schedule</b> . This includes accessories (excluding in-car entertainment, communication or navigation equipment) specifically designed to be part of <b>your vehicle</b> .
You / Your	The person(s) or company named in the <b>schedule</b> as the Insured or Policyholder.

# **Policy Cover**

Your schedule will confirm the level of cover you have agreed to, and the below describes what this means and the policy sections that apply to you.

Comprehensive	Covers <b>your vehicle</b> against accidental damage, loss or damage caused by <b>fire</b> or <b>theft</b> , and provides third party liability cover for injury or damage <b>you</b> may cause to others or their property.
Third Party Fire and Theft (TPFT)	Covers <b>your vehicle</b> against loss or damage caused by <b>fire</b> or <b>theft</b> , and provides third party liability cover for injury or damage <b>you</b> may cause to others or their property.
Third Party Only (TPO)	Provides third party liability cover for injury or damage <b>you</b> may cause to others or their property when driving <b>your vehicle</b> .

Policy Continue	boom Essentials	boom, boom Plus and boom Premium		
Policy Sections	Comprehensive	Comprehensive	TPFT	ТРО
Section 1: Accidental Damage	✓	✓	×	×
Section 2: Fire and Theft	✓	✓	✓	×
Section 3: Your liability to others	✓	✓	✓	✓
Section 4: Replacement Motor Vehicle	×	✓	✓	×
Section 5: Glass	×	✓	×	*
Section 6: Audio and Communications Equipment	×	✓	✓	×
Section 7: Personal belongings	×	✓	×	×
Section 8: Child Car Seat	×	✓	×	×
Section 9: Personal Accident	✓	✓	×	×
Section 10: Medical Expenses	×	✓	×	*
Section 11: Courtesy Car	×	✓	×	×
Section 12: Hotel Expenses	×	✓	×	×
Section 13: Vandalism Promise	×	✓	×	×
Section 14: Theft of Keys	×	✓	×	×
Section 15: Uninsured Driver Promise	×	✓	×	×
Section 16: Using your vehicle abroad	✓	✓	✓	✓
Section 17: No Claims Bonus (NCB) and Protected NCB	✓	✓	✓	✓
Section 18: Electric and Plug-in Hybrid Vehicles	×	✓	×	×
Section 19: Endorsements	✓	✓	✓	✓
General Conditions	✓	✓	✓	✓
General Exclusions	✓	✓	✓	✓
Enhanced Courtesy Car	×	Please refer t	o <u>page 36</u>	×

# Accidental Damage

This section applies if you have chosen Comprehensive cover.

### What is covered

Your insurer will cover you against loss or damage caused by:

- ✓ accidental damage
- ✓ malicious damage
- √ vandalism

### If you need to make a claim

Once you have contacted the claims helpline:

### If your vehicle is damaged

- and can be driven an approved repairer will be appointed. You will need to drive your vehicle to the approved repairer to be repaired.
- if it cannot be driven **we** will arrange recovery to a safe place. **You** will need to tell **us** the full address of the vehicle location.

### Depending on the extent of any damage then:

- it will be arranged for your vehicle to be collected for repair; or
- if it is apparent that **your vehicle** cannot be repaired or is a total loss, arrange for it to be collected and moved to safe storage.

### If you use the approved repairer

- you may be entitled to use a courtesy car if one is available. Section 11 Courtesy Car provides more
  information.
- the work to repair **your vehicle** will be guaranteed by the **approved repairer** for 5 years.
- the cost to repair or recalibrate any ADAS (Advanced Driver Assistance Systems) will be included as part of
  any accidental damage claim, provided that the repair or recalibration is necessary as part of the claim you are
  making.

### If you do not use the approved repairer

- an additional £250 Accidental Damage or Malicious Damage **Excess** will apply in addition to the **excess** stated within your schedule. This means that if the **excess** on your schedule is £500, it will be increased to £750.
- your repairs may not be guaranteed.
- **you** will need to arrange for the repair or recalibrate of any ADAS (Advanced Driver Assistance Systems) immediately following the repair.

### **Parts**

- parts may be used that have not been produced by your vehicle(s) manufacturer; or
- that are of a similar standard to the parts being replaced; or
- may have been recycled

When repairs have been completed **your vehicle** will be returned to **your** home address in the **United Kingdom**. Please note, should **you** wish to arrange **your** own recovery, **your insurer** will pay reasonable costs towards the recovery service.

**Your insurer** will choose to pay either (after deduction of **your excess**):

- the cost of the repairs.
- the current market value of your vehicle. Your vehicle will then belong to your insurer.
- · the value of any stolen parts.

### If your insurer makes a payment:

- it will be made to **you** or the legal owner of **your vehicle** if owned by someone else, or
- if **your vehicle** is subject to a hire purchase agreement pay any money owned to that company first and then pay any remaining money to **you**, or
- if your vehicle is on a lease or contract hire that company will be paid either the market value of the vehicle or the amount to settle the agreement, whichever is the lower. If a cash sum is made to that company, if they agree your insurer may keep the vehicle and deduct the market value of the salvage or what your insurer can sell your vehicle for, whichever is more.

Should **your vehicle** be declared a total loss, **you** have 14 days from the declaration of total loss to replace **your vehicle**. After 14 days, **your policy** will be cancelled in line with **our** cancellation conditions, General Conditions 5. Cancellation.

### **Excess**

**You** will be required to pay the compulsory **excess** plus the voluntary **excess you** may have chosen as detailed in **your schedule**.

In addition:

 a young driver excess will be applied if a driver aged between 17 and 24 years was in the custody of, or in control, of the vehicle at the time of the incident. The young driver excess varies by declared vehicle value:

Declared Vehicle Value (£)	17-24 years
Up to £200	£50
£201 - £300	£100
£301 - £500	£150
Over £500	£200

• If you do not use the approved repairer, the excess shown on your schedule will increase by £250.

### You are not covered

**You** can find details of what is not covered in the General Exclusions. In addition, refer to *Not Covered by Section 1* (Accidental Damage) or Section 2 (Fire and Theft).

# Fire & Theft

This section applies if you have chosen Comprehensive or TPFT cover.

### What is covered

Your insurer will cover you against loss or damage caused by:

- ✓ fire
- ✓ theft or attempted theft

Important: Fire caused by vandalism or malicious intent is covered under Section 1 Accidental Damage.

### If you need to make a claim

If **your vehicle** has been stolen or someone has tried to steal it report this to the police immediately on 101 and obtain a crime reference number.

Once you have contacted the claims helpline:

### If your vehicle is damaged and covered by this policy

- and can be driven an **approved repairer** will be appointed. **You** will need to drive **your vehicle** to the **approved repairer** to be repaired.
- if it cannot be driven **we** will arrange recovery to a safe place. **You** will need to tell **us** the full address of the vehicle location.

### Depending on the extent of any damage then:

- it will be arranged for your vehicle to be collected for repair; or
- if it is apparent that **your vehicle** cannot be repaired or is a total loss, arrange for it to be collected and moved to safe storage.

### If you use the approved repairer

- you may be entitled to use a courtesy car if one is available.
- the work to repair **your vehicle** will be guaranteed by the **approved repairer** for 5 years.
- the cost to repair or recalibrate any ADAS (Advanced Driver Assistance Systems) will be included as part of
  any accidental damage claim, provided that the repair or recalibration is necessary as part of the claim you are
  making.

### If you do not use the approved repairer

- an additional £250 Accidental Damage or Malicious Damage **Excess** will apply in addition to the excess stated within **your schedule**. This means that if the **excess** on **your schedule** is £500, it will be increased to £750.
- your repairs may not be guaranteed.
- **you** will need to arrange for the repair or recalibrate of any ADAS (Advanced Driver Assistance Systems) immediately following the repair.

### Parts

- parts may be used which have not been produced by your vehicle(s) manufacturer.
- we will use parts that are of similar standard to the parts being replaced.
- we may use recycled parts.

When repairs have been completed **your vehicle** will be returned to **your** home address in the **United Kingdom**.

Please note, should **you** wish to arrange **your** own recovery, **your insurer** will pay reasonable costs towards the recovery service.

Your insurer will choose to pay either (after deduction of your excess):

- the cost of the repairs
- the current market value of your vehicle. Your vehicle will then belong to your insurer.
- the value of any stolen parts.

### If **your insurer** makes a payment:

- it will be made to **you** or the legal owner of **your vehicle** if owned by someone else, or
- if **your vehicle** is subject to a hire purchase agreement pay any money owned to that company first and then pay any remaining money to **you**, or
- if **your vehicle** is on a lease or contract hire that company will be paid either the market value of the vehicle or the amount to settle the agreement, whichever is the lower. If a cash sum is made to that company, if they agree **your insurer** may keep the vehicle and deduct the market value of the salvage or what **your insurer** can sell **your vehicle** for, whichever is more.

Should **your vehicle** be stolen and not recovered, **you** have 14 days (from the date **we** or **your insurer** confirm the vehicle is unlikely to be recovered) to replace **your vehicle**. After 14 days, **your policy** will be cancelled by **us** in line with our cancellation conditions, General Conditions 5. Cancellation.

### Excess

**You** will be required to pay the compulsory **excess** plus the voluntary **excess you** may have chosen as detailed in **your schedule**.

### In addition:

• if **you** are aged between 17 and 24 years a young driver **excess** must also be paid. The young driver **excess** varies by declared vehicle value:

Declared Vehicle Value (£)	17-24 years
Up to £200	£50
£201 - £300	£100
£301 - £500	£150
Over £500	£200

• If you do not use the approved repairer, the excess shown on your schedule will increase by £250.

### You are not covered:

You can find details of what is not covered in the General Exclusions. In addition, please refer to Not Covered by Section 1 (Accidental Damage) or Section 2 (Fire and Theft).

### Not covered by Section 1 (Accidental Damage) or Section 2 (Fire and Theft)

### You are not covered:

- Loss or damage caused by theft or attempted theft of your vehicle (or contents), when there is nobody in your vehicle and:
  - the keys (or keyless entry system) are left in or on your vehicle
  - the keys (or keyless entry system) are left unsecured or unattended in a public place
  - the windows, doors, any moveable roof panels or hood or other openings are open or unlocked
  - any security devices are not operational and activated.
- \* Any excess that applies to this **policy** as detailed on **your schedule**.
- Where we or your insurer have noted security requirements for your vehicle on your schedule, theft (or attempted theft) claims will only be covered if the required security requirements for your vehicle are met. All security devices including tracking devices must be operational and Thatcham approved where appropriate. Subscriptions relevant to the security device must be continuously active at the time of loss and be registered in your name or your partner's name. You must be able to access the subscription account.
- \* Any amount more than £250 in relation to sign writing, advertisements, logos or specialised artwork.
- × Damage caused by frost.
- \* Any repair or replacement part which improves **your vehicle**.
- Damages or losses arising from repairs not on a road or other public place.
- ★ Vehicle repossession or payment of compensation to the rightful owner.
- Loss or damage to the contents of **your vehicle**, including but not limited to, **personal belongings**, **audio equipment**, mobile telephones, television equipment, two-way radio transmitters or receivers or money, or goods, tools or samples carried in connection with any trade or business. If **you** have the boom, boom Plus or boom Premium **package**, please refer to <u>Section 5 Audio and Communications Equipment</u> and <u>Section 6 Personal Belongings</u> for more information on cover for these items.
- Loss or damage caused by fraud, deception, repossession, counterfeit payment, or any public, local or government authority legally taking, keeping or destroying **your vehicle**.
- Loss or damage caused by an inappropriate type of fuel being used or failing to keep the correct amount of lubricant.
- Loss or damage to any trailer, caravan, vehicle, or their contents when being towed by your vehicle.
- Depreciation, wear and tear, or loss of value due to repair.
- Mechanical, electrical, electronic or computer faults, failures, breakdowns, breakages or malfunctions.
- Damage to your vehicle's cooling system caused by freezing liquid.
- Damage to tyres caused by braking, punctures, cuts or bursts.
- Loss of use, earnings or any other indirect loss.
- If you have an electric or plug-in hybrid vehicle:
  - Loss or damage to the battery or fuel cell by either overcharging, undercharging, deliberate acts or self-repair.
  - Loss or damage if the recharging cables and equipment have not been approved by the vehicle manufacturer or those supplied by the rapid charging unit used.
  - Costs to repair faulty charging cables or charging points.
  - Costs to repair a non-functioning battery or fuel cell.

# Your liability to other people

This section applies to all policies.

### What is covered

This policy covers **you** if **you** are found to be legally responsible when an accident involving **your vehicle**:

- ✓ injures or kills someone, and/or
- √ damages someone else's property or vehicle

### This also applies to:

- any accident caused by a trailer, caravan or vehicle **you** are towing.
- anyone allowed by the certificate of motor insurance to drive your vehicle, as long as they have your permission drive it.
- anyone using (but not driving) your vehicle with your permission for social, domestic and pleasure purposes.
- any passenger travelling in or getting into or out of your vehicle.
- your employer or business partner if your certificate of motor insurance allows business use. This does not
  apply if your vehicle is owned, leased or hired to the employer or business partner.
- the legal personal representative of deceased person covered by this section.

### **Legal Costs**

If your insurer agrees in writing, they will pay reasonable legal costs for anyone covered by this policy:

- where a solicitor is appointed to represent at a coroner's inquest or fatal accident inquiry or court of summary jurisdiction.
- to defend against a charge of manslaughter or causing death by reckless or dangerous driving.
- · any other costs which may involve legal liability.

### **Emergency Medical Treatment**

**Your insurer** will pay the cost of any emergency medical treatment resulting from an accident covered by this **policy** as set out in the Road Traffic Acts. If this is the only payment made, then **your** No Claims Bonus will not be affected.

### Not covered by Section 3 (Your liability to other people)

### You are not covered:

- For a **private car**, any amount exceeding £20,000,000 for any claim or series of claims for loss of or damage to property including indirect loss or damage, plus no more than £5,000,000 for legal costs and expenses.
- For a van or **commercial vehicle**, any amount exceeding £5,000,000 for any claim or series of claims for loss of or damage to property including indirect loss or damage, including legal costs and expenses.
- ➤ Death or bodily injury to the driver or person in charge of **your vehicle** at the time of the accident.
- Death or bodily injury to any person if they are being carried in, or getting on or off, a trailer or vehicle being towed.
- Damage to property or injury to animals owned or held in trust by **you** or anyone covered by this **policy**.
- Loss or damage to any trailer, vehicle or caravan (including contents) being towed by any vehicle being driven by **you** (whether or not for profit); or any legal liability resulting as a consequence.

- Injuries resulting from the charging of electric or plug-in hybrid vehicles where the charging cables or charging accessories are in a public place such as a pavement and are a trip hazard.
- \* Any damage to any vehicle in connection with which indemnity is provided by this section or any indirect loss arising from such damage.
- Any liability in respect of death, injury, or damage caused or arising beyond the limits of any carriageway or throughfare in connection with the bringing of the load to the vehicle for loading thereon or the taking away of the load from the vehicle after unloading.
- \* Any loss, damage or liability caused by pollution or contamination arising out of seepage or spillage of the load from the vehicle or movement of the load in the vehicle.
- Liability covered by any other policy of insurance.
- **x** Damage caused by explosion, sparks, ashes from **your vehicle** or from any trailer or machinery whether attached or detached from it, where the damage has not arisen directly from a claim made under Section 1 or Section 2.
- **×** For **commercial vehicles**, liability for death or injury or damage:
  - to any employee of the person insured arising during the course of their employment except where required by insurance law.
  - · resulting from the insured vehicle, or of machinery attached to it, being used as a tool or the trade
  - to any person caused by food poisoning, anything harmful contained in goods supplied, any harmful or incorrect treatment given at or from your vehicle.

# Replacement Motor Vehicle

This section applies if **you** have chosen TPFT or Comprehensive cover with the boom, boom Plus or the boom Premium **package**.

**Your insurer** will replace **your vehicle** with a new one of the same make, model and specification if **your vehicle** is stolen and not recovered, or the cost of repair following accidental damage or fire is 60% or more of the list price (including relevant taxes);

### Subject to:

- your vehicle being a private car and not a van or commercial vehicle
- your vehicle being less than 12 months old; and
- the recorded mileage is no more than 10,000 miles; and
- you or your partner being the owner of your vehicle and also the first registered keeper. Hire purchase agreements are acceptable, however contract hire or lease agreements are not. Any interested hire purchase company must agree to the replacement.

If a replacement vehicle of the same make, model and specification is not available, **we** will, where possible, offer to provide a similar vehicle of identical list price. If this is not acceptable to **you**, then **your insurer** will not pay more than the current **market value** of the vehicle at the time of loss. The damaged or recovered vehicle will then belong to **your insurer**.

# Glass Cover

This section applies if you have chosen Comprehensive cover with the boom, boom Plus or the boom Premium package.

### What is covered

### If you use an approved repairer:

- ✓ Repair or replacement of damaged glass windscreens and glass windows in your vehicle.
- ✓ Complete costs of recalibrating windscreens after the repair/replacement.

If **you** do not use the **approved repairer** then **your insurer** will pay no more than £75 towards replacement or repair, after deduction of **your** windcreen **excess** from the cost of the claim. **You** will also need to cover the cost of windscreen calibration.

Please refer to your schedule for the excess you will pay in the event of a glass replacement or glass repair claim.

Your No Claims Bonus will not be affected if you make a glass claim.

### You are not covered for:

- Damage to plastic windows on a convertible vehicle.
- ★ Sunroofs, roof panels, panoramic windows and roofs, fabric hoods or glass roofs.
- **x** Lights or reflectors whether glass or plastic.
- More than 2 panels in one claim. Where more than 2 panels are damaged, this will be covered under Section 1 Accidental Damage and the appropriate excess will be applied.
- **Commercial vehicle** canopies will not be covered.

### Section 6

# Audio and Communications Equipment

This section applies if **you** have chosen TPFT or Comprehensive cover with the boom, boom Plus or the boom Premium **package**.

### What is covered

If **you** make a claim under Section 1 (Accidental Damage) or Section 2 (Fire and Theft), **your insurer** will pay for the loss or damage to **audio equipment** which was fitted by the vehicle manufacturer or the main dealer when first registered up to a limit of  $\mathfrak{L}1,000$ . This will be subject to the standard **excesses** for section 1 and 2.

You are not covered where:

- Equipment is not permanently fitted or is removeable.
- \* Equipment where it is not fitted by the vehicle manufacturer or the main dealer when first registered.

# Personal Belongings

This section applies if you have chosen Comprehensive cover with the boom, boom Plus or the boom Premium package.

### What is covered

If you make a claim under Section 1 (Accidental Damage) or Section 2 (Fire and Theft), your insurer will pay up to £200 for loss of or damage to

✓ Personal belongings while they are in your vehicle.

Proof of purchase may be required.

### You are not covered for:

- Personal belongings not hidden in a locked glove box or luggage compartment if your vehicle is a convertible.
- \* Property or **personal belongings** covered by another insurance **policy**.
- \* Removable **audio equipment**, electrical equipment, tablets, game consoles, mobile phones, dashcams or other recording devices or portable navigation systems.
- Money (including cash, debit, credit and cheque cards), stamps, tickets, documents or securities and jewellery.
- **x** Goods, tools, samples or equipment used for work purposes.

### **Section 8**

# **Child Car Seats**

This section applies if you have chosen Comprehensive cover with the boom, boom Plus or the boom Premium package.

### What is covered

If **you** make a claim under Section 1 (Accidental Damage) or Section 2 (Fire and Theft), **your insurer** will pay up to £150 for loss of, or damage to, each child car seat fitted in **your vehicle**, even if no damage is obvious.

Proof of purchase will be required.

# Personal Accident

This section applies if **you** have chosen Comprehensive cover.

### What is covered

If **you** or **your partner** are injured or die as a direct result of an accident in **your vehicle**, **your insurer** will pay **you**, **your partner**, or legal representative up to £2,500 each, subject to a maximum payment of £5,000. This will be paid if the accident has resulted, within 90 days of the accident, in:

- Death
- · Loss of any limb
- · Permanent and total loss of sight in one or both eyes

### You are not covered where:

- you or your partner have another policy with your insurer. In these circumstances they will only pay out under one policy.
- \* a seatbelt was not worn at the time of the accident.
- \* the injury or death was caused by a deliberate act, suicide, attempted suicide or any intentional injury.
- \* the accident was caused by reckless, dangerous or illegal driving.
- \* the driver was under the influence of alcohol or drugs at the time of the incident.

### Section 10

# **Medical Expenses**

This section applies if you have chosen Comprehensive cover with the boom, boom Plus or the boom Premium package.

### What is covered

**Your insurer** will pay up to £150 for each passenger towards medical expenses resulting from an accident that occurs while they are travelling in **your vehicle**.

# Courtesy Car

This section applies if **you** have chosen Comprehensive cover with the boom, boom Plus or the boom Premium **package** and agree to the conditions below.

Following a claim under Section 1 (Accidental Damage) or Section 2 (Fire and Theft) **you** may be entitled to a **courtesy car** while **your vehicle** is being repaired by **our approved repairer**. **We** must agree that the claim is covered by the policy.

The use of a **courtesy car** (a small hatchback) is subject to the **approved repairer** having one available.

You will not be entitled to a courtesy car if:

- **your vehicle** has not been recovered after it has been stolen; or
- **we** cannot repair **your vehicle**; or
- the cost of repairing your vehicle is uneconomical; or
- **your policy** does not cover the damage

If you have been provided with a courtesy car:

- and it becomes apparent that your vehicle cannot be repaired or the cost to repair is uneconomical then you
  must return the courtesy car to us within 2 days of us informing you. If the car is not returned then you may be
  liable for costs.
- any hire costs for which you become liable may either be deducted from the settlement that we agree to pay you
  or added to your excess.
- you will have to pay running costs (e.g. the cost of fuel) and any fines or other penalties incurred by you or anybody else covered by this policy.
- you are responsible for its collection and dropping off, unless otherwise agreed.
- you are responsible for any damage that is not covered by this policy.
- and you have an accident or make a claim for loss or damage you will have pay the excess shown on your schedule and your no claims bonus may be affected.
- it will be insured on a Comprehensive basis and **you** and anybody else covered to drive under this **policy** will be covered to drive the **courtesy car** for the same use provided for by this **policy**.
- it cannot be used outside of the **United Kingdom**.

# **Hotel Expenses**

This section applies if you have chosen Comprehensive cover with the boom, boom Plus or boom Premium package.

### What is covered

If **your vehicle** is not roadworthy following an accident, **fire** or **your vehicle** has been stolen; and there is no suitable transport available to enable **you** to return home or reach **your** first planned destination, then **your insurer** will pay

✓ overnight accommodation on the day of the incident, including the cost of meals and drinks, for anyone travelling in your vehicle.

You must provide receipts for all expenses and your insurer will pay up to £200 under this section.

You are not covered where:

- \* the overnight accommodation was booked prior to the time of the accident.
- you have not reported the accident to the claims helpline and you do not use our approved repairer.

### Section 13

# Vandalism Promise

This section applies if you have chosen Comprehensive cover with the boom, boom Plus or boom Premium package.

### What is covered

If **your vehicle** is damaged due to an act of vandalism then **your insurer** will cover the damage, if **you** report this to the police and obtain a crime reference number. **Your** no claims bonus will not be reduced but **you** will have to pay the **excess** detailed in **your schedule**.

You are not covered where:

- you vandalise your vehicle.
- you do not obtain and provide a police crime reference number

# Theft of Keys

This section applies if you have chosen Comprehensive cover with the boom, boom Plus or boom Premium package.

### What is covered

Your insurer will refund up to £500 in total, after deducting the excess shown in your schedule, towards the cost of replacing:

- the locks for the door, boot, ignition and steering; and
- the car keys, transmitter, immobiliser or entry card or device,

if the vehicle keys, transmitter or entry card or device have been stolen, provided there is a valid reason to believe the person who has the keys knows the location of **your vehicle**.

Your insurer will pay your claim, after deducting the excess shown in your schedule, once valid receipts are provided to us for reimbursement.

### What is not covered

Your insurer will not pay:

- the excess shown in your schedule;
- if the keys, transmitter or entry card were in or on your vehicle at the time of the theft;
- if the **theft** of the keys, transmitter or entry card or device is not reported to **us** and the police within 24 hours of discovering it, and **you** have not obtained a crime reference number;
- if the keys, transmitter or entry card are lost;
- if **you** make a statement to the police that the entry device was taken with **your** permission;
- more than the market value of your vehicle;
- more than £500 per claim

### Section 15

# **Uninsured Drivers**

This section applies if you have chosen Comprehensive cover with the boom, boom Plus or boom Premium package.

### What is covered

If **you** or a named driver has an accident that is not **your** fault and the driver of the other vehicle is not insured, **you** will not have to pay the **excess** detailed in **your schedule** and **your** No Claims Bonus will not be reduced subject to:

- you can provide the vehicle registration number, make and model of the other vehicle involved.
- you provide the other driver's details.
- your insurer can establish that you were not at fault in any way.

Whilst **we** are confirming the conditions above, **you** may have to pay **your excess** and **your** No Claims Bonus may be affected. Once **we** have confirmed **you** can claim under this section then any **excess** will be refunded and **your** No Claims Bonus will be unaffected.

# Using Your Vehicle Abroad

You must notify us of your intention to use your vehicle abroad before you travel.

### Minimum Compulsory Insurance

This applies to all policies.

This policy provides the minimum cover required by law to use your vehicle in

- ✓ the territorial limits which includes the European Union (EU); and
- ✓ countries 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. These countries are Andorra, Bosnia and Herzegovina, Gibraltar, Iceland, Montenegro, Norway, Serbia and Switzerland.

This **policy** does not provide cover:

in any country not referred to above. You would have to make your own separate insurance arrangement to travel in that country.

### **Full Policy Cover**

This applies if you have chosen the boom, boom Plus or boom Premium package or TPFT and TPO cover.

**You** can have the same cover as shown in **your schedule** within the **territorial limits** up to a maximum of 90 days in any one annual **period of insurance**. If **you** exceed 90 days and continue to travel to countries within the **territorial limits** then **you** will only have the minimum compulsory insurance.

### Other Countries

This applies to all policies.

If **you** travel to a country not within the EU, EEA or detailed within the **territorial limits** then **you** will have to make alterative insurance arrangements to drive in that country.

### Making a claim

This applies to all policies.

If you make a valid claim under Section 1 or 2, your insurer will pay;

- Customs duty which you may have to pay after temporarily importing your vehicle into
  any of the countries as a direct result of loss or damage to your vehicle preventing its return to the UK.
- The reasonable cost of delivering your vehicle to your home address in the United Kingdom following any
  required repairs.

This is subject to your main permanent residence being in the United Kingdom.

# No Claims Bonus (NCB) and Protected NCB

When **you** buy **your policy**, **you** will need to provide **us** with proof of **your** No Claims Bonus (NCB) in the form of **your** latest renewal invitation or letter from **your** previous insurer which confirms **your** NCB entitlement. Please note **you** may not transfer **your** entitlement to another person.

In the event of no claims being made within 12 consecutive months of cover, **your** no claims bonus will be increased by 1 year.

### Policies with Unprotected NCB

In the event of no claims being made within 12 consecutive months of cover, **your** NCB will be stepped back in line with the following rules:

### **NCB** not protected

NCB years at the start of the period of	NCB years at next renewal			
insurance/annual review period (Unprotected NCB)	One Claim	Two Claims	Three or more claims	
0 - 2 years	0 years	0 years	0 years	
3 years	1 year	0 years	0 years	
4 years	2 years	0 years	0 years	
5 or more years	3 years	1 year	0 years	

### Policies with Protected NCB

If you have opted to pay an additional premium to protect your no claims bonus, this will be shown on your schedule.

Protected NCB means that **you** can make up to 2 claims in 5 years of insurance with **us** in a row, and this will not affect **your** NCB (but **your** premium will still be affected). If **you** make a third claim, **your** NCB will be reduced. The rules are summarised in the table below:

### **Protected NCB**

NCB years at the start of the	NCB years at next renewal				
period of insurance/annual review period	One Claim	Two Claims	Three Claims	Four Claims	Five or more claims
(Protected NCB)	In 5 years of insurance in a row with boom				
1 year	1 year	1 year	0 years	0 years	0 years
2 years	2 years	2 years	0 years	0 years	0 years
3 years	3 years	3 years	1 year	0 years	0 years
4 years	4 years	4 years	2 years	0 years	0 years
5 or more years	5 or more years	5 or more years	3 years	1 year	0 years

# Electric and Plug-in Hybrid Vehicles

This section applies if you have chosen Comprehensive cover with the boom, boom Plus or boom Premium package.

The following product features apply if they show on **your schedule**. Any exclusions stated within **Section 1 (Accidental Damage)**, **Section 2 (Fire and Theft)** and **Section 3 (Your liability to other people)** also apply to this section.

### **Battery Cover**

Cover is provided for accidental damage, fire and **theft**, whether **you** own the battery or lease it, as per Section 1 (Accidental Damage) and Section 2 (Fire and Theft). If **you** lease the battery, **you** need to understand **your** responsibilities. Please ensure **you** read all documentation **you** receive from the manufacturer.

### **Charging Cables**

If **you** make a valid claim under Section 1 (Accidental Damage) or Section 2 (Fire and Theft), **your insurer** will pay up to £500 for loss of or damage to **your charging cables**. Proof of purchase may be required.

### Home Charge Point

If **you** make a valid claim under Section 1 (Accidental Damage) or Section 2 (Fire and Theft), **your insurer** will pay up to £1000 for loss of or damage to **your home charge point**. Proof of purchase may be required.

### **Public Charge Point**

You are not covered for accidental damage, fire or theft to public charge points.

### Power Surge

Your electric or plug-in vehicle and/or it's accessories are covered against a power surge which damages the vehicle, this includes battery, charging cable and home charge point.

# **Endorsements**

The following endorsements only apply if they are shown on your schedule.

### **Driving Other Cars**

This section only applies if Driving Other Cars is noted on your certificate of motor insurance.

### What is covered

Driving other cars is only available for the policyholder. The policyholder will be insured for Third Party Only when driving other vehicles.

### You may drive

- ✓ any private motor vehicle not owned by you.
- ✓ any private motor vehicle which is not hired or rented to you under a hire purchase or leasing agreement or hire rental agreement.

### You are not covered:

- for loss or damage to the motor vehicle you are driving.
- where the vehicle that you are driving is not separately insured, evidenced by appearing on the Motor Insurance Database (MID) at the time of use.
- where this insurance **policy** is not in the name of an individual.
- **x** if **you** are covered by another insurance policy to drive the vehicle.
- \* if your vehicle is a car, you cannot drive vans, commercial vehicles, motorcycles or trikes under this section.
- **x** if **your vehicle** is a van, **you** cannot drive motorcycles or trikes under this section.
- \* to release a vehicle that has been impounded by the police, government or local authority.
- where the use is not as described on your certificate of motor insurance.
- \* if your vehicle has been disposed of, stolen and not recovered, or is a total loss or has been 'written off'.
- for use of the vehicle outside of the United Kingdom.

### Vehicle Security

Please note for all Vehicle Security endorsements, you are not covered unless:

- you have all the keys and/or activating accessories
- you have proof of installation as provided by the manufacturer or fitter of the device
- the device is operated in accordance with the manufacturer's instructions whilst **your vehicle** is parked and there is nobody in it.

### Vehicle Security - Standard immobilisers

**Your vehicle** must be fitted with a Thatcham approved immobilising system. If not fitted and operational **you** are not covered under Section 2 (Fire and Theft) for loss or damage caused by **theft** or attempted **theft** (including the taking and driving away of **your vehicle** without authority).

### Vehicle Security - Tracker

Your vehicle must be fitted with a Thatcham approved tracking device. The tracking device:

- must be operational at the time of loss; and
- · subscription tracker must be continuously active at the time of loss; and
- subscription must be registered in either your name or your partner's name and you must be able to access the subscription account.

If not fitted, operational, and subscriptions not in place then **you** are not covered under Section 2 (Fire and Theft) for loss or damage caused by **theft** or attempted **theft** (including the taking and driving away of **your vehicle** without authority.

### Vehicle Security - Anti-Clone immobilisers

**Your vehicle** must be fitted with an anti-clone immobiliser which requires a PIN or Automatic Driver Recognition (ADR) tag.

If not fitted and operational **you** are not covered under Section 2 (Fire and Theft) for loss or damage caused by **theft** or attempted **theft** (including the taking and driving away of **your vehicle** without authority).

### **Vehicle Modifications**

Where **you** have declared that **your vehicle** is modified, this will be shown within **your schedule**. **You** must make **us** aware if there are any changes to the modifications or if **you** add new vehicle modifications.

### **Driving Disqualification**

Where **you** or a named driver on **your policy** is given an active driving disqualification, this **policy** will not cover any accident, injury, loss, damage or liability caused by the disqualified driver.

### Vehicle Location

We will not be liable under Section 2 Fire and Theft in respect of loss of or damage to **your vehicle** caused by **theft** or attempted **theft** (including the taking and driving away of **your vehicle** without authority) unless **your vehicle** is kept in a locked and secured location to which the general public does not have access. This restriction:

- applies whenever your vehicle is kept or parked within 1 mile of your home address
- applies whenever your vehicle is kept or parked within 1 mile of the overnight location you have declared to us.
- will not apply when **you** are parked up during the course of a journey from **your** home address or **your** declared overnight location.

If **your** home address or overnight location of **your vehicle** changes it is important that **you** make **us** aware immediately as this may result in **your insurer** not paying **your** claim.

### Northern Ireland

Where **your** home address, or the postcode **your vehicle** is stored at, is based within Northern Ireland the **territorial limits** mentioned in **your policy** are amended to allow **your vehicle** to be used in the Republic of Ireland with cover as if it were in the **United Kingdom**.

### After Market Audio Equipment

Where **you** have declared a modification of after-market **audio equipment**, if **you** make a claim under Section 1 (Accidental Damage) or Section 2 (Fire and Theft), **your insurer** will pay up to £500 towards **audio equipment** not fitted by the vehicle manufacturer or the main dealer when first registered.

# **General Conditions**

You must comply with the following conditions for your policy to give you full protection. If you do not comply, we or your insurer may cancel or void your policy.

### 1. Making sure **you** have supplied the correct information

### a) The cover provided by this policy only applies if

- the information provided and documented on the **statement of fact** is correct and complete to the best of **your** knowledge and belief. When **your** insurance premium was calculated it was based on the information that **you** provided.
- you have paid or agreed to pay the premium.
- anyone making a claim under this policy has adhered to all of the policy conditions and any endorsements on your schedule.
- you have taken all reasonable steps to safeguard your vehicle from loss or damage

If any of the information is not correct on **your statement of fact** or any other document relating to this **policy you** must inform **us** immediately.

### b) Changes to **your** details

**You** must make **us** aware of any changes as soon as possible to information provided on the **statement of fact** or other information supplied by **you** or on behalf of yourself about **you** or anyone else covered by this **policy**. These changes could include, but are not limited to:

The type of driving licence held by drivers on the **policy** (including changing from a provisional to a full licence), changes to **your** home address or where the vehicle is kept, a change to driver details (or the addition of new drivers), a change of vehicle, a change to a full or part-time occupation, change of use (e.g., adding business use), an increase or decrease of **your** annual mileage, additional vehicle modifications, if **you** or a named driver have a policy cancelled or voided by another insurer, any fixed penalty notices, motoring or non-motoring convictions (including driving disqualifications), changes to health which require notification to the DVLA and notification of any accidents or incidents (whether or not **you** or anyone else covered by this **policy** are to blame or intend to claim).

When details of your change are received your cover will be reviewed and your premium may be altered.

### 2. Fraud and Misrepresentation of Risk

- (a) When applying for this insurance, or when you make a change to or renew your policy, and you or anyone acting for you:
  - i) provide incorrect or misleading information to any question
  - ii) mislead us deliberately to obtain the insurance cover, a cheaper premium or better terms
  - iii) provide documentation which has been falsified or has been altered
  - iv) make a fraudulent bank or card payment to us or your insurance intermediary

### we may:

- v) cancel with immediate effect or void **your policy**. If **we** void **your policy**, it means that it never existed. **We** may withhold any premiums that **you** have paid to **us**.
- vi) reject any claim or reduce the amount of payment to be made
- vii) agree to correct **your policy** details and charge any additional premium due and apply the correct terms

Where we establish that there is any element of fraud, we will:

- viii) not return any premiums that **you** have paid to **us**
- ix) recover any costs **we** have incurred from **you**
- x) cooperate with the authorities in the detection and prosecution of those involved in the fraud, including the Police authorities and reporting under the Proceeds of Crime Act

### (b) Claim Fraud

If any claim is in any way fraudulent or if **you** or anyone acting on **your** behalf has used any fraudulent means, including inflating or exaggerating the claim, submitting forged or falsified documents, or if **you** have not given complete or accurate information then:

- no payment will be made
- all cover under this **policy** will end and **you** will lose any premium that **you** have paid.
- we or your insurer will fully co-operate with the authorities in the detection and prosecution of those involved in fraud.

### 3. If **you** have a claim

If **your vehicle** is involved in an accident or **you** need to make a claim under this **policy**, please contact **us** using **our** Claims Helpline.

Call (within the UK): 0344 043 3561 (24 hour helpline)

To ensure **we** deal with **your** claim efficiently, **you** will need to provide **us** with as much information as possible:

- your policy number.
- · date, time, location and circumstances of the incident.
- details of any other people involved in the incident where possible obtain name and contact details of all those concerned.
- names and contact details of any witnesses to the incident.
- details of any injuries to any person involved in the incident.

If **your vehicle** has been stolen or someone has tried to steal it report this to the police immediately on 101 and obtain a crime reference number.

### Windscreen Claims

If **your policy** allows, and **your** windscreen needs to be replaced or repaired, please contact **our** windscreen helpline on 0800 032 3522. **You** will be required to pay the **excess** shown within **your schedule**.

### **Existing Claims**

If you have an existing claim, please contact our Claims Department on 01273 741 991.

### General Conditions

In addition to the section-level conditions above, the following conditions apply:

- a) You must send any communication about a claim (including a writ or summons) immediately to us or your insurer unanswered and also advise if you know of any future prosecution, coroner's inquest or fatal accident inquiry involving any person covered by this insurance.
- **b) You** must not admit liability for or negotiate to settle any claim without the written permission of **your insurer**.
- c) Your insurer may take over, defend or settle the claim (admitting liability on your behalf), or take up any claim in your name for their own benefit.

- **d)** You, or any other drivers or passengers involved, must give your insurer all the information and help required to deal with your claim.
- e) Your insurer may instruct the solicitors of our choice to act for you in any proceedings.
- f) Where required, your insurer may request the return of any supporting documentation.
- g) Should **your vehicle** be declared a total loss, **you** have 14 days from the declaration of total loss to replace **your vehicle**. After 14 days, **your policy** with be cancelled by **us** with no return premium.

### 4. Taking care of your vehicle

- a) You and anyone else covered to drive the vehicle under this policy must take all reasonable steps to protect your vehicle and its contents from loss or damage.
- b) Your vehicle must be maintained and kept in an efficient and a roadworthy condition, including making sure that tyre tread is above legal limits.
- c) Your vehicle must have a valid Department of Transport Certificate (MoT) if one is needed by law.
- d) Your insurer must be allowed to examine your vehicle if necessary.

### 5. Cancellation

**You** can cancel this insurance at any time by contacting **us**, stating **your** intention to cancel the **policy**, acknowledging that the **certificate of motor insurance** has ceased to have effect from the time and date **you** have requested.

### Cancellation within 14 days (Cooling off Period)

You have 14 days to decide if you want to keep your insurance, which starts from the day you buy your policy.

If the **policy** is cancelled within this 14-day period and no claims having been made (or likely to be made), **your insurer** will charge a proportionate premium for the time **you** have been on cover. **You** will also be charged a cancellation fee by **us**.

In the event of a claim being made or likely to be made, if **you** pay by **Direct Debit**, the full balance of the annual premium will need to be paid.

### Standard Cancellation - Annual Policies

After the cooling-off period, subject to no claims having been made (or likely to be made), **your insurer** will charge a proportionate premium for the time **you** have been on cover. **You** will also be charged a cancellation fee by **us**.

If you have had an accident, made a claim or likely to make a claim, you are not entitled to a refund of premium.

### Standard Cancellation - Direct Debit

Important: If **you** cancel **your Direct Debit** with **your** bank this does not mean that **your policy** is cancelled. If **you** cancel after the 14 day cooling-off period, subject to no claims having been made (or likely to be made),

- your insurer will charge a proportionate premium for the time you have been on cover, and
- you will also be charged a cancellation fee by us, and
- if the **Direct Debits** collected are not sufficient to pay for the cover received for any reason, then any balance will need to be paid, refer to **your** Credit Agreement.

In the event of a claim

- if **you** have had accident, made a claim, or likely to make a claim **you** are not entitled to a refund of any premium and must pay any outstanding balance.
- if **your vehicle** is declared a total loss, **we** will in the first instance establish the amount outstanding and that will be deducted from the claim settlement.

### Cancellation of Enhanced Courtesy Car and/or Protected No Claims Bonus Add-ons

If **you** cancel **your enhanced courtesy car** and/or **your** Protected No Claims Bonus Add-ons, **your insurer** will charge a proportionate premium for the time **you** have been on cover, subject to no claims being submitted on those additional products. A standard cancellation fee is not applied when cancelling optional products only.

When **you** cancel **your** main **policy**, any add-on products will also be cancelled at the same time. **You** will receive a proportionate refund, subject to no claims being submitted on those additional products.

For cancellation terms and conditions in relation to other Add-ons, please refer to the relevant Policy Handbook.

### Your insurers cancellation rights

**We** or **your insurer** may cancel this insurance by giving **you** 7 days' notice in writing to **your** last known address or to the email address **you** registered when setting up **your policy**.

**We** may allow a refund of premium, refer to the appropriate section above.

### 6. Non-payment

It is **your** responsibility to ensure that **you** have paid or are paying **your** premium. If **you** do not pay **your** premium, **your policy** will be cancelled, and the standard cancellation fee will be applied.

### Annual

If **you** do not pay **your** premium, we or **your insurer** will cancel this insurance by sending **you** 7 days' notice of cancellation in writing to the email address **you** registered with when setting up **your policy** or **your** last known address.

### **Direct Debit**

If you pay your premium by **Direct Debit** and the finance provider has been unable to collect a payment (premium or credit instalment), they will contact you to tell you when the next attempt to take your payment by **Direct Debit** will be made. If the finance provider is unable to collect your payment on the second attempt, they will set a last chance date for the payment to be made. **We** will contact you at the email address you registered with when setting up your policy, or at your last known address, at least 7 days before the last chance date to notify you that if the payment is not made, your policy will be cancelled.

### 7. Renewals

### Renewal of Your Policy

At least 21 days before **your** cover is due to end, **we** will send **you** a renewal invite which provides details on which **your policy** will be renewed and any changes to cover. If **we** are unable to offer **you** a renewal, **we** will notify **you** at least 21 days before **your** cover is due to end.

If **you** have agreed that **we** can automatically renew **your policy**, **you** do not need to contact **us** to do so. At any point before **your** renewal date, **you** may opt out of auto renewal by contacting **us** or within **your** boom account at <u>boom.co.uk</u>. **We** may also opt **you** out at any point before **your** renewal.

If **your** payment method is **Direct Debit** and a default notice was sent to **you** during **your** last **policy** term, **we** may not allow **you** to use this payment option. **Your** renewal invite will detail **your** payment options from renewal.

### Payment Method at Renewal

If you wish to change your method of payment or payment details for your renewal, please contact us.

Contact us: Live chat: log-in to your boom account at boom.co.uk or email: support@boom.co.uk

### 8. Car Sharing

This **policy** will allow **you** to carry passengers as part of a car sharing agreement on a social basis and be paid for this providing that:

- you are not making a profit from the payments received.
- the number of people carried does not exceed the manufacturers seating capacity of your vehicle (including the driver).
- you are not carrying passengers as part of a passenger carrying business.

### 9. Payments made outside the policy terms / Rights of Recovery

If **Road Traffic Law** or the law of any country that this policy applies in requires **us** to make a payment **we** would not normally have been required to pay **we** may:

- recover that sum from you or any person insured under the policy who caused the loss or permitted your vehicle to be driven;
- and engage the services of debt collection agencies, and where necessary through legal proceedings if **we** are unable to recover these sums from **you**.

### 10. Choice of Law

The law in the part of the **United Kingdom you** live in applies unless **we** or **your insurer** have agreed differently in writing before the start of this policy.

### 11. Geographic Limits

This **policy** applies within

- ✓ the United Kingdom or in transit by recognised sea or rail routes between these places (including loading or unloading your vehicle)
- countries as described in the Using Your Vehicle Abroad (Section 16).

# General Exclusions

The General Exclusions apply to the whole of this **policy** and apply in addition to the following sections:

- "x You are not covered" within each policy section.
- Not Covered by Section 1 (Accidental Damage) or Section 2 (Fire and Theft).
- Not covered by Section 3 (Your liability to other people).

**You** will not be covered for any accident, injury, loss, damage, any losses not directly associated with the incident or liability in any of the below circumstances:

### 1. Use of your Vehicle

This **policy** does not provide cover if **you** or **your vehicle** is:

- being used or driven in a way not permitted by your schedule and/or certificate of motor insurance.
- driven or left in charge of any person not permitted to drive the vehicle shown on your schedule and/or certificate of motor insurance or where the driver is excluded by endorsement. The exclusion does not apply if your vehicle is in the custody or control of a member of the motor trade for maintenance or repair.
- being driven by or in the charge of any person (including **you**) who is a provisional licence holder and who is not supervised by a person aged 21 or over who has held a full **UK** or **EU** driving licence for at least 3 years.
- being driven or used by anybody not named on the certificate of motor insurance. If that person is reported to the police for taking your vehicle without your permission, including being charged with theft then this exclusion does not apply.
- driven outside of the limitations of the driver's licence or driven by someone who does not have a valid driving licence or is breaking the conditions of their licence.
- driven by any person (including you) who you know is disqualified from driving or has never held a licence to drive the motor vehicle or is prevented from having a licence (unless they do not need a licence as required by law).
- driven in an unsafe, unroadworthy or damaged condition, or if your vehicle does not have a valid Department of Transport test certificate (MoT) if one is required by law.
- driven with a load or number of passengers which is unsafe or greater than the manufacturers specifications.
- carrying an unsafe or insecure load or is towing a trailer which is carrying an unsafe or insecure load.
- being used for any purpose in connection with the Motor Trade.
- **x** being used for hire and reward or for taxi or delivery purposes.
- towing more than one trailer, caravan or mechanically propelled vehicle at the one time.
- **x** towing for hire or reward.
- driven on a road or public place when declared SORN (Statutory Off Road Notification).
- being driven by someone using a handheld interactive communication device (including mobile phones) contrary to Section 41D of the Road Traffic Act. This also applies should the driver require supervision and the supervisor is using a handheld interactive communication device.

### 2. Racing, competition and performance driving

This **policy** does not provide cover if **your vehicle** is being:

- used for racing whether formally or informally (including on a public road). This applies if the race was prearranged or not.
- \* used for rallying, speed testing, competitions, pace making, speed trials
- driven on a motor sport circuit, race track, rally circuit, disused airfield or de-restricted toll road (including Nürburgring).

### 3. Deliberate Acts and Criminal Conduct

This **policy** does not provide cover if **your vehicle** is being used for:

- criminal purposes including avoiding lawful apprehension
- \* a deliberate or reckless act with the intention of
  - committing or attempting suicide
  - causing damage or fear of damage to other vehicles or property
  - causing injury or fear of injury to any person

### 4. Airside Exclusion

This **policy** does not provide cover:

- \* if **your vehicle** is being used in or on that part of any airport, aerodrome, airfield or military base which is used for the take-off and landing of aircraft, including the movement of aircraft on the ground and aircraft parking aprons, the associated service roads, refuelling areas and ground equipment parking areas.
- \* for any claim concerning an aircraft within the boundary or restricted area of an airport or airfield.

### 5. Other Insurance

This **policy** does not provide cover:

\* If any loss, damage or liability is covered by any other insurance policy we will not pay the claim.

### 6. Seized Vehicles

This **policy** does not provide cover:

- **x** if, at the start of **your policy**, **your vehicle** is being held by the police or any other authority, or impounded for any reason.
- loss or damage due to the confiscation, destruction or keeping of your vehicle by Customs and Excise, Police or any other Government, public or local authority.
- \* securing the release of a motor vehicle other than that shown on the **certificate of motor insurance** which has been seized by, or on behalf of any government or public authority.

### 7. Travelling Abroad and Proceedings outside the United Kingdom

This **policy** does not provide cover for:

- \* Any incident that occurs outside the territorial limits.
- Any proceeding brought against you or judgement passed in any court outside the United Kingdom unless the proceedings or judgement arises out of your vehicle being used in a foreign country for which your insurer has agreed to extend this policy.

### 8. Contracts

- \* This **policy** does not cover any claim as a result of an agreement or contract unless **your insurer** would have been responsible anyway.
- This contract is between **you** and **your insurer**. Nobody else has any rights they can enforce under this contract except those rights they have under **road traffic law(s)**. The Contracts (Rights of Third Parties) Act 1999 does not allow any additional rights under this **policy** in favour of any third party.

### 9. War, Terrorism, Civil Unrest and Riot

Except to meet the minimum requirements by Road Traffic law(s), your policy will not cover claims because of:

- war, invasion, act of foreign enemy, act of terrorism as defined by Act of Terrorism, hostilities (whether war is declared or not), civil war, revolution, insurrection, rebellion, coup, military or usurped power or destruction of or damage to property by order of any government or public authority.
- riot or civil commotion occurring in Northern Ireland or outside of the **United Kingdom**.

### 10. Earthquake, Radioactivity, Pressure Waves or Dangerous Goods

This **policy** does not provide cover for incidents/accidents caused by:

- **x** Earthquakes within or outside of the **United Kingdom**.
- Sinkholes.
- ionising radiation or contamination from any radioactive nuclear fuel or from any nuclear waste from burning nuclear fuel.
- the radioactive, toxic, explosive or other dangerous property of any nuclear assembly or nuclear part of that assembly.
- carrying any dangerous substances or goods for which you need a police licence (except to meet the minimum requirements by the relevant law).
- carrying hazardous goods as referred to in the European Agreement concerning the International Carriage of Dangerous Goods by Road (except to meet the minimum requirements by the relevant law)

### 11. Cyber

This **policy** does not provide cover for:

\* interference, malfunction or failure of **your vehicle**'s electronics, computer system or artificial intelligence systems due to an act of cybercrime or any similar malicious act.

### 12. Explosion, Sparks and Ashes

This **policy** does not provide cover for:

damage caused by explosion, sparks, ashes from your vehicle or from any trailer or machinery whether attached or detached from it, where the damage has not arisen from a claim under Section 1 or Section 2.

### 13. Over The Air Updates

This **policy** does not provide cover for loss or damage caused by 'Over The Air' updates:

- \* that are not approved by your vehicle's manufacturer.
- \* not being installed when advised by the manufacturer.

### 14. Advanced Driver Assisted Systems (ADAS)

This policy does not provide cover if your vehicle is fitted with ADAS where:

- the ADAS is not operative at the time of an incident.
- software and/or safety updates are not updated in line with the manufacturers' guidelines.

If your insurer makes payments under Road Traffic Law(s), they reserve the right to recover any costs from you.

### 15. Goods Sold, Transported or Supplied

This **policy** does not provide cover for:

\* anything sold, transported or supplied by **you** or on **your** behalf.

### 15. Compensation

This **policy** does not compensate **you** if **you** are unable to use **your vehicle** or for any other expenses **you** have to pay because of this.

### 16. Non-UK Replacement Parts, Accessories & Glass

If replacement parts, accessories or glass are not available from stock in the **United Kingdom**, **your insurer** may offer a cash settlement rather than repair **your vehicle**. In this event, the amount offered will be the manufacturers last list price in the country of origin of **your vehicle**. Current exchange rates will be those applicable at the time of loss. **Your insurer** will not be liable for the cost of importation of any necessary part or accessory into the **United Kingdom**.

### 17. Drink & Drugs

This policy does not provide cover if **your vehicle** is being driven by anyone who:

- is found to be over the legal limit for alcohol or drugs; or
- is driving when unfit through drink or drugs, where prescribed or not; or
- fails to provide a sample of breath, blood or urine when required to do so, without lawful reason.

### **Optional Extras**

# **Enhanced Courtesy Car**

Your schedule shows if you are covered under this section of the policy.

### What is covered

If we are dealing with a valid claim under the following sections of this policy:

- Section 1 Accidental Damage
- Section 2 Fire and Theft

**you** will be provided with an **enhanced courtesy car** of a similar physical size to **your vehicle** (up to 7 seats) for use in the **United Kingdom**. An automatic **enhanced courtesy car** can be supplied, providing **your vehicle** is an automatic.

• courtesy vehicles supplied under this section will be of a car of a standard type and will not include vans, pick-up trucks, tippers or refrigerated vans, or any provision for towing.

### **Enhanced Courtesy Car**

The **enhanced courtesy car** will be provided on the following basis:

### If **your vehicle** is roadworthy

✓ If your vehicle is roadworthy and can be repaired, we will provide you with an enhanced courtesy car from the day your vehicle goes in for repair until our approved repairer has repaired your vehicle.

### If your vehicle is unroadworthy

✓ If your vehicle is unroadworthy but can be repaired, we will provide you with an enhanced courtesy car as soon as you have confirmed that the repairs can start until our approved repairer has repaired your vehicle.

### If your vehicle is a total loss

Total loss - Where our engineer has concluded that your vehicle is uneconomical to repair.

✓ If your vehicle is a total loss or stolen and not recovered, we will provide you with an enhanced courtesy car for up to 14 days in a row.

### Conditions applicable to this section

- Unless agreed otherwise with the car hire company, **you** are responsible for collecting and dropping off the **enhanced courtesy car**.
- **You** must provide the identification documents and drivers licence details that the car hire company requires in order to be given the **enhanced courtesy car**.
- You will be subject to the car hire company's terms and conditions.
- You will be responsible for any administration charges, deposits, fees, fuel costs, fines, penalties, and other charges incurred in connection with the enhanced courtesy car.
- You will be responsible for any damage to the enhanced courtesy car not covered by this policy.
- If you have an accident in the **enhanced courtesy car** or make a claim for loss or damage to the **enhanced courtesy car**, you will be responsible for the **excess** and the claim will show against **your policy** and could affect **your** No Claims Bonus, renewal premium, and terms.

### **Enhanced Courtesy Car (Electric or Plug-in Hybrid Upgrades)**

**Your schedule** confirms if **you** chose to purchase the additional cover under this section of the **policy**. This cover applies if **your vehicle** is with **our approved repairer**.

### Value Electric or Plug-in Hybrid Courtesy Car

Value **electric** or **plug-in hybrid courtesy car**, similar to a VW E-Up for up to 14 days while **your vehicle** is in for repair.

### Standard Electric or Plug-in Hybrid Courtesy Car

Standard **electric** or **plug-in hybrid courtesy car**, similar to a Nissan Leaf with 5 doors and boot space for up to 14 days while **your vehicle** is in for repair.

### Luxury Electric or Plug-in Hybrid Courtesy Car

Luxury Tesla or similar electric or plug-in hybrid courtesy car while your vehicle is in for repair for up to 14 days.

### Courtesy car insurance

We will insure the **enhanced courtesy car** on a comprehensive basis under this **policy** for the periods specified in this section. **You** and anybody else named as a driver (excluding temporary additional drivers) on the **certificate of motor insurance** issued by **us** will be covered to drive the **enhanced courtesy car** for the same use provided for by this **policy** but only whilst in the **United Kingdom**. The same restrictions, exclusions, general conditions, and general exclusions as set out in this **policy** apply.

### You are not covered for:

This applies to all enhanced courtesy car options.

- The provision and use of an enhanced courtesy car outside the United Kingdom.
- \* The provision of an **enhanced courtesy car** if **you** choose to use **your** own repairer.
- \* The provision of an **enhanced courtesy car** if the keys or any device used to secure, gain access to, or enable **your vehicle** to be driven are lost, stolen or damaged.
- \* The costs of providing an **enhanced courtesy car** on a like for like basis with **your vehicle**.
- \* Temporary additional drivers added to this **policy** will not be covered to drive the **enhanced courtesy car**.
- **Enhanced courtesy car** costs incurred after this **policy** is cancelled or voided.
- \* Any additional costs and cover if the **enhanced courtesy car** is not returned to the car hire company within the periods specified in this section

# How your information is used

It is important that **you** understand how **your** information will be used. Please read **our** Privacy Notice carefully as it explains how **we** use **your** personal information. **Our** Privacy Notice can be found at:

www.boom.co.uk/terms/privacy-policy

You also must read your insurers Privacy Notice which can be found at:

https://www.mulsanneinsurance.com/privacy-policy

If you would like to request a paper copy, please contact us at <a href="mailto:support@boom.co.uk">support@boom.co.uk</a>

# Important Information

### Motor Insurance Database – Continuous Insurance Enforcement (CIE)

Information relating to **your policy** will be added to the Motor Insurance Database ("MID") managed by the Motor Insurance Bureau ("MIB"). MID and the data stored on it may be used by certain statutory and/or authorised bodies including the Police, the DVLANI, the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including:

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

If **you** are involved in a road traffic accident (either in the UK, 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 information which is held on the MID.

It is vital that the MID holds **your** correct registration number. If it is incorrectly shown on MID **you** are at risk of having **your vehicle** seized by the Police. **You** can check that **your** correct registration number details are shown on the MID at www.askmid.com.

### **Sharing Information**

Insurers pass on information to The Claims and Underwriting Exchange register, and the Motor Insurance Anti-Fraud and Theft Register, run by the Motor Insurers' Bureau (MIB). The aim is to help **us** check information provided and also to prevent fraudulent claims. When **we** or **your insurer** deal with **your** request for insurance or manage any claim that may arise, the register may searched.

When **you** tell **us** or **your insurer** about an incident which may or may not give rise to a claim, **your insurer** will pass information relating to it to the register(s). **You** can ask for more information about this. **You** should show this notice to anyone who has an interest in the vehicles insured under the **policy**.

### Fraudulent Claims

Fraudulent claims are a serious problem for insurers and any costs arising from such activity are inevitably passed on to honest policyholders. In order to protect **your** interests and the interests of the vast majority of **our** policyholders, **your** claim is fully investigated, and where fraud is detected, it will be reported to the authorities under the Proceeds of Crime Act (POCA).

If false or inaccurate information is provided and fraud is suspected, details will be passed to fraud prevention agencies. **You** may also report information in respect of bogus/fraudulent claims to the Cheatline on 0800 422 0421. The Cheatline is manned 24 hours a day. Alternatively, fraud can be reported online to the Insurance Fraud Bureau (IFB) at <a href="https://www.insurancefraudbureau.org">www.insurancefraudbureau.org</a>. All information is reported anonymously and will be treated in the strictest of confidence. The Cheatline is manned by experienced fraud investigators who may share the information with other interested parties such as the insurer concerned (if known). Savings obtained from information provided to the Cheatline will help reduce insurance premiums. More information can be provided if requested.

### Financial Services Compensation Scheme (FSCS)

**Your insurer** is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **your insurer** is unable to meet their obligations. Further information about compensation scheme arrangements is available from the FSCS at <a href="www.fscs.org.uk">www.fscs.org.uk</a>.

# **Complaints**

**We** and **your insurer** aim to provide a standard of service that will leave no cause for complaint. However, if **you** are dissatisfied with the service provided, then please contact **your insurer** either by:

Post: Complaints Department, Axiom House, The Centre, 4th Floor, Feltham, Middlesex, TW13 4AU

Email: complaints@boom.co.uk

Telephone: 0800 440 2483 or 0333 400 9817

Quote your policy number (which is detailed on your schedule) or claim number with full details of your complaint.

All complaints are logged and will be investigated as soon as possible. If **your** complaint cannot be resolved within 3 working days **your** complaint will be acknowledged within five working days of receipt, with the aim to resolve the problem within eight weeks by sending **you** a final response.

