

To report a claim, call:



0344 381 4420



0344 381 4463



0344 381 4461



0344 381 4462

Lines are open 24/7 all year round

UK manned call centre

IMPORTANT

You must report all claims whether or not it is your fault and whether you intend to make a claim or not.

You should call to report your claim as soon as possible and within 12 hours of the incident occurring.

Legal Cover

Your policy includes free legal cover. If you've had an accident that was not your fault, your legal cover could help you with;

- Repairs for your vehicle
- A like for like hire car
- Compensation for injury
- Recovery of other losses, such as loss of earnings

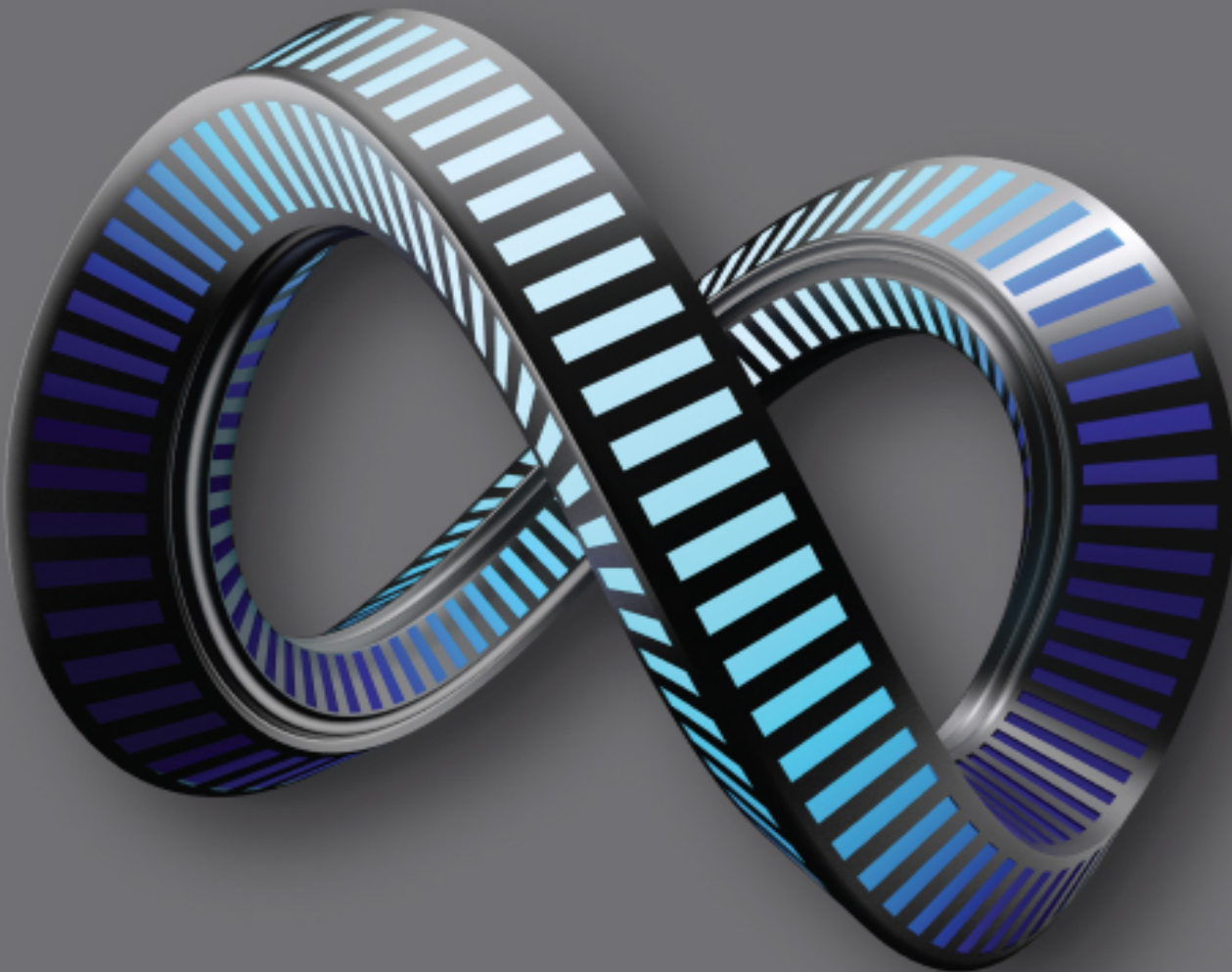
More information about legal cover can be found at: www.adrianflux.co.uk/legal-expenses
Our claimsline handlers will discuss your legal cover with you.

Reporting Fraudulent claims

If you suspect insurance fraud, you can call the Insurance Fraud Bureau's Cheatline on **0800 422 0421**.

You can also report insurance fraud online at www.insurancefraudbureau.org/report

24/7
Claims Line
0844 888 7360



INFINITY AGENCY LIMITED

Infinity Specialist Motor Insurance

POLICY DOCUMENT



Arranged and administered by Infinity Agency Limited

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IMPORTANT CUSTOMER INFORMATION

You should keep a complete record of all information (including copies of letters) supplied to us in taking out this insurance.

So that you understand what you are covered for, please read this policy, the policy schedule (which may make reference to endorsements) and the certificate of motor insurance very carefully. You should pay special attention to the general exceptions and general conditions of this policy.

If you have any questions, or the cover does not meet your needs or any of the details are incorrect you should notify us immediately via your insurance intermediary.

Notification of changes which may affect your insurance

To keep your insurance up to date please tell us straight away via your insurance intermediary about changes which may affect your cover.

Some examples are:

- A change of car, or you have purchased another car to which you want your existing cover to apply.
- You wish a new driver to be covered.
- You or any other driver passes their driving test
- Someone who drives the car gets motoring or other conviction or fixed penalty endorsement or other motoring endorsement or suffers from a medical condition or has a claim on another policy.
- The car is changed or modified from the manufacturer's standard specification or you intend to change or modify it (including the addition of optional fit accessories such as spoilers, skirts, alloy wheels etc).
- A change of occupation (full or part-time) by you or any other driver.
- A change of postal address
- A change of the address at which the car is kept.
- A change of storage/garaging facilities/where the car is normally left overnight.
- A change in the use of the car.
- The car is involved in an accident no matter how trivial.
- A change of the main user of the car.
- If the car is likely to exceed the annual mileage declared at the commencement or renewal of the policy for which you may have received a premium discount.

This is not a full list and if you are in any doubt you should advise your insurance intermediary for your own protection. If you do not tell us about changes, your insurance may not cover you fully or at all.

IF YOU HAVE AN ACCIDENT

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

Stop:

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

Sketch:

Make a quick sketch of the direction and final position of each vehicle (it is worth keeping a pen and paper in your car).

Note down:

You will need to make a note of:

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

Take a photo:

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

Provide:

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

DO NOT:

Do not admit responsibility, either verbally or in writing. Instead, ask any other person involved in the accident to contact us on the 24 hour claims helpline number below.

By getting the other person(s) involved in the accident to ring the 24 hour helpline you will give him/her the opportunity of obtaining our assistance in progressing repairs and assisting with the provision of a courtesy vehicle if the circumstances of the accident warrant this.

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

CALL THE 24 HOUR CLAIMS HELPLINE ON 0800 435425

After any accident or incident you must call our 24 hour Claims Helpline as quickly as possible following the incident (this must be within 24 hours of the incident but ideally within 1 hour). This is regardless of whether you wish to make a claim under the policy or not. Delay in notification of an incident to us may invalidate your right to claim.

Please quote your policy number and give all relevant information about the incident. If your claim is due to theft, attempted theft or vandalism you must also inform the Police and obtain a crime reference number.

Our 24 hour claims helpline will be able to give you access to our approved repairer network. The benefits of using our approved repairer network will depend on the level of policy cover you selected but can include:-

- FREE courtesy car/alternative hire car while your car is being repaired
- Windscreen repair/replacement
- FREE collection and re-delivery
- FREE car cleaning service
- Repairers' work guaranteed for three years.

We will deal with your claim and claims made against you, as quickly and fairly as possible. Please read the General Conditions in this policy document.

For our joint protection telephone calls may be recorded and monitored by us.

Introduction

Thank you for choosing this Infinity Motor Insurance Policy arranged and administered by Infinity Agency Ltd and underwritten by Markerstudy Insurance Company Limited.

This policy document is evidence of a legally binding contract of insurance between you (the Insured) and us (Markerstudy Insurance Company Limited). The contract is based on the information you provided on your signed proposal form, or statement of fact or statement of insurance and any other information given either verbally or in writing by you or on your behalf at the time you applied for insurance.

You must read this policy, the schedule and the certificate of motor insurance together. The schedule tells you which sections of the policy apply. Please check all three documents carefully to make certain they give you the cover you want.

We have agreed to insure you against liability loss or damage that may occur within the geographical limits of the policy during any period of insurance for which you have paid, or agreed to pay the premium. The cover we provide is subject to the terms, conditions and exceptions contained in this policy document or in any endorsement applying to this policy document.

Nobody other than you (the Insured) and us (Markerstudy Insurance Company Limited) has any rights that they can enforce under this contract except for those rights that they have under road traffic law in any country in which this insurance applies.

Unless specifically agreed otherwise, this insurance shall be subject to English Law.

The terms and conditions of this policy and all other information concerning this insurance are communicated to you in the English language and we undertake to communicate in this language for the duration of the policy.



Gary Humphreys
Underwriting Director
Markerstudy Insurance Company Limited and/or its co-Insurers whose names and addresses are available upon request.
Authorised Insurers, registered in Gibraltar No 78789.
Registered Office: 846-848, Europort, Gibraltar

Markerstudy Insurance Company Limited is regulated by the Gibraltar Financial Services Commission and subject to a limited regulation by the Financial Services Authority in respect of underwriting insurance business in the UK (FSA Register Number 206322).

Markerstudy Insurance Company Limited is a member of the Association of British Insurers

Several Liabilities Notice

The obligations of Markerstudy Insurance Company Limited and its co-insurers under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of each insurer's individual subscription. If one of the insurers does not for any reason satisfy all or part of its obligations the other insurers will not be responsible for the defaulting insurer's obligations.

The Financial Services Compensation Scheme covers this policy. You may be entitled to compensation from this scheme if we cannot meet our liabilities under this policy. Further information about compensation scheme arrangements is available at www.fscs.org.uk or by telephoning 0207 892 7300.

This Infinity Motor Insurance policy is arranged through Infinity Agency Limited.

Infinity Agency Limited is an Appointed Representative of Momentum Broker Solutions Limited who are authorised and regulated by the Financial Services Authority (FSA) under firm reference number 526435. You may check this on the FSA's register by visiting the FSA's website, www.fsa.gov.uk/register/ or by contacting the FSA on 0845 606 1234.

Infinity Agency Limited, company number 8286319 registered in England and Wales. Registered address: 10-12 Mulberry Green, Old Harlow, Essex, CM17 0ET.

Definitions

The words or phrases shown below have the same meaning whenever they appear in this policy document or in the certificate of motor insurance, policy schedule or endorsements. So that you can easily identify these words and phrases they are shown in bold print throughout this policy document.

Agreed Value

The value of the **insured vehicle** agreed by **us** at the time cover is arranged. The **agreed value** will be assessed by **us** after taking into account the value of similar vehicles in published trade guides. By insuring on this basis **you** accept that **we** may change the **agreed value** to reflect current costs and valuations at the time **your** insurance is renewed.

If **we** are covering an **insured vehicle** on an **agreed value** basis the amount agreed between **us** will be shown against the specific vehicle on **your Policy Schedule**.

Approved repairer

A motor vehicle repairer that is a member of **our approved repairer** network and is authorised by **us** or **our** representative to repair the **insured vehicle** following a valid claim under Section A or Section B of this insurance.

Certificate of Motor Insurance

A document, which is legal evidence of **your** insurance and is required by law and forms part of this contract of insurance. It shows the **insured vehicle's** registration number, who may drive it and what it may be used for. The **Certificate of Motor Insurance** must be read with this policy document.

Courtesy car

A car loaned to **you** by **our Approved Repairer**, or alternatively a hire car provided by **us**, whilst the **insured vehicle** is being repaired or is no longer in your possession as a result of theft following a claim being admitted by us under Section A or Section B of this insurance.

Endorsements

A change in terms of this insurance, which replaces or alters the standard insurance wording.

Excess

An amount **you** have to pay towards the cost of a claim under this insurance. **You** have to pay this amount regardless of the circumstances leading to the claim.

Family Member

Any member of **your** family or household (including a domestic employee) who is permanently residing with **you**.

Geographical limits

The United Kingdom of Great Britain & Northern Ireland, the Isle of Man, the Channel Islands, the member countries of the European Union, Andorra, Gibraltar, Iceland, Liechtenstein, Monaco, Norway, San Marino and Switzerland. Cover also applies whilst the **insured vehicle** is in transit by rail, sea, land (whether or not under the vehicle's own power) or air to or from any countries included within the **geographical limits**.

Insurance intermediary

The intermediary who has placed this insurance with **us**, acting on **your** behalf as **your** agent and through whom all matters concerning this insurance are handled.

Insured vehicle

The motor car, the details and registration number of which are shown in the **Policy Schedule**. Permanently fitted accessories (other than **in-car entertainment, communication and navigation equipment**) are included within this definition.

In-car entertainment, communication and navigation equipment

Permanently fitted radios, cassette, compact disc or DVD players, telephones, CB radios and visual navigation equipment. Portable items (such as radar detection equipment, personal digital assistants or portable GPS navigators), cassette tapes, compact discs or DVDs are not included within this definition.

Market value

The value of the **insured vehicle** at the time of loss or damage compared with one of the same make, model, specification and condition. If the **insured vehicle** was first registered as new in a country other than the United Kingdom any assessment of **market value** will take into account that the car has been individually imported into the United Kingdom but will not include any delivery costs incurred at the time of importation. The **market value** will be assessed by an automotive engineer in conjunction with the published trade guides at the time of loss.

If **we** are covering the **insured vehicle** on a **market value** basis your estimated value will be shown against the vehicle on **your Policy Schedule** and **we** will not make any payment for more than this amount under this insurance.

Period of insurance

The period between the effective date and expiry date shown on the **Policy Schedule** and any subsequent period for which **we** accept renewal of the insurance.

Policy Schedule

The document which shows details of the insured policyholder and insurance protection provided and forms part of this contract of insurance.

Proposal form

The application for insurance and declaration completed by **you** or on **your** behalf. **We** have relied on the information provided on this form in entering into this contract of insurance.

Statement of Fact or Statement of Insurance

The form that shows the information that **you** gave **us** or that was given on **your** behalf at the time **you** applied for insurance. **We** have relied on the information provided on this form in entering into this contract of insurance.

Terrorism

Terrorism as defined in the Terrorism Act 2000.

We/Us/Our

Markerstudy Insurance Company Limited and/or its co-insurers whose names and addresses are available upon request.

You/Your

The insured policyholder named in the **Policy Schedule** or **Certificate of Motor Insurance**.

Insurance provided – guide to policy cover

The level of cover provided by this insurance is shown on **your Policy Schedule**. The sections of this Infinity Specialist Motor Insurance Policy that apply for each level of cover are as shown below. Cover is subject to any **endorsement** shown on your **Policy Schedule**.

Comprehensive

Sections A to O of this Infinity Specialist Motor Insurance Policy apply*

Third Party Fire and Theft

Sections B, C, N, and O of this Infinity Specialist Motor Insurance Policy apply*

Third party only

Sections C, N, and O of this Infinity Specialist Motor Insurance Policy apply*.

The General Exceptions and General Conditions of this Infinity Specialist Motor Insurance Policy apply to all levels of cover.

Sections P and/or Q may also apply if shown on **your Policy Schedule.*

Policy Section A

Loss of or damage to the insured vehicle

What is covered

This section only applies if the cover shown on your Policy Schedule is Comprehensive.

We will cover you against loss or damage to the **insured vehicle** (less any **excess** that applies) caused accidentally or as a result of malicious damage or vandalism. Loss or damage more specifically covered under Section B of this policy is excluded.

Cover also applies under this section while the **insured vehicle** is in the custody of a member of the motor trade for servicing or repair.

Under this section we may either:-

- pay for the damage to be repaired, or
- with **your** agreement provide a replacement car, or
- pay an amount of cash equivalent to the loss or damage.

Basis of settlement:-

Cover under this insurance can be arranged on either a **market value** or **agreed value** basis and the type of cover applicable to **your** policy will be shown on **your policy schedule**.

a) If the **insured vehicle** is insured on a **market value** basis:

- The most **we** will pay will be the **market value** for the **insured vehicle** (up to the estimated value shown in **your Policy Schedule**) immediately before the loss, or
- the cost of repairing the **insured vehicle**,

whichever is the lower.

b) If the **insured vehicle** is insured on an **agreed value** basis:

- The most **we** will pay will be the **agreed value** for the **insured vehicle** (as shown in **your Policy Schedule**); or
- the cost of repairing the **insured vehicle**,

whichever is the lower.

Vehicles less than 15 years old - Extended replacement cost cover (agreed value basis only):-

If the cost of replacing an **insured vehicle** which is the subject of a claim under this policy exceeds the **agreed value** amount for that **insured vehicle** shown on **your Policy Schedule** and;

- such vehicle is less than 15 years old at the time of the incident leading to the claim; and
- the **agreed value** shown in **your Policy Schedule** for such vehicle is less than £150,000;

we will pay the cost of replacing the **insured vehicle** which is the subject of the claim with a vehicle of the same make, model, specification, mileage and age, and in the same condition as the **insured vehicle** immediately prior to the covered loss, up to 150% of the **agreed value** amount shown in **your Policy Schedule** for such vehicle.

Vehicles more than 15 years old - Extended reinstatement value cover (agreed value basis only)

If following a claim involving damage to the **insured vehicle** which is the subject of a claim under this policy;

- the cost of reinstating the **insured vehicle** shown in **your Policy Schedule** exceeds the **agreed value** amount shown in **your Policy Schedule** for the **insured vehicle**; and
- the **insured vehicle** shown in **your Policy Schedule** is more than 15 years old at the time of the incident leading to the claim

we will pay an additional amount of up to 25% of the agreed value for the **insured vehicle** or an additional maximum of £10,000 whichever is the lesser amount, if required to reinstate the **insured vehicle** to the same condition immediately prior to the covered loss.

In this event **our** payments will be made only upon presentation of reinstatement invoices agreed by **us** for the **insured vehicle**. In no event will **we** provide any cash payments.

If the **insured vehicle** is insured on a **market value** basis and was not first registered from new in the United Kingdom **we** will not pay more than the purchase price paid by **you** at the time that **you** purchased the car.

If the **insured vehicle** is deemed to be beyond economical repair or settlement is agreed under the 'New car cover' sub-section below, the damaged car becomes **our** property once a claim is met under the policy. **You** must send **us** the vehicle registration document, MOT certificate and the **Certificate of Motor Insurance** for the **insured vehicle** before **we** are able to meet the claim.

If the **insured vehicle** is the subject of a Hire Purchase Agreement **we** will pay up to the amount defined above under 'the most **we** will pay'. This payment will be made to the Hire Purchase Company as owner, whose receipt shall be a discharge of any claim under this section.

In-car entertainment, communication and navigation equipment

We will pay an amount of no greater than £2,500 after the deduction of any **excess** that applies in respect of any one occurrence for loss of or damage caused to permanently fitted **in-car entertainment, communication and navigation equipment**.

If this equipment forms part of the original vehicle specification, was fitted by the vehicle manufacturer or their authorised dealer at the time the **insured vehicle** was first registered from new and is included in the **agreed value**, the amount of cover for any one occurrence will be unlimited.

Any amount payable in respect of **in-car entertainment, communication and navigation equipment** will not exceed the value of the equipment at the time of the loss or damage after making a reasonable deduction for wear and tear.

New car cover

If **your** cover is provided on a **market value** basis (as shown on **your policy schedule**) and the **insured vehicle** is less than one year old (calculated from the date of first registration) at the time of the incident leading to a claim under this policy, and

- suffers damage covered by the policy, and
- is beyond economical repair

we will replace it with a new one of the same make, model and specification.

However, this new car cover only applies if:

- **you** have been the first and only registered keeper and owner, and
- a suitable replacement car is available in the United Kingdom, and
- anyone else who has an interest in the **insured vehicle** agrees, and the **insured vehicle** has covered less than 10,000 miles.

In the event that a vehicle of the same make, model and specification is unavailable **we** will settle the claim on the basis of the **market value** of the **insured vehicle** immediately before the loss.

Once a settlement has been agreed in accordance with this new car cover, the damaged car becomes **our**

property.

If the **insured vehicle** is the subject of a Hire Purchase Agreement **we** will only agree settlement on the basis of this new car cover if **we** have the agreement of the Hire Purchase Company as owner of the **insured vehicle**.

Repairs

You can decide who repairs the **insured vehicle** or **you** can use one of **our approved repairers**.

If parts required for repairing the **insured vehicle** are not available in the United Kingdom **our** liability for those parts shall not exceed the manufacturers' last United Kingdom list price or if not listed the price of those parts for the nearest comparable car available in the United Kingdom. **We** will not pay the cost of importing parts that are not available in the United Kingdom.

We may at **our** option use parts that have not been supplied by the original manufacturer to repair the **insured vehicle**. These parts will be subject to the **approved repairer's** guarantee.

We will not pay the cost of any repair or replacement which improves the **insured vehicle** to a better condition than it was in before the loss or damage. If this does happen **you** must make a contribution towards the cost of repair or replacement. **You** may be required to contribute to the cost of replaced items such as exhausts or tyres. This limitation does not apply if the **insured vehicle** is covered on an **agreed value** basis and the claim is being met under the 'extended replacement cost cover' extension detailed above.

Young and Inexperienced Driver Excesses

You will be responsible for paying the following amounts while the **insured vehicle** is being driven by, is in the charge of or was last in the charge of the categories of driver listed below:

Age or experience of person driving, in charge of or last in charge of the insured vehicle	Amount of Excess
Aged 20 years and under	£300
Aged 21 to 24 years inclusive	£200
Aged 25 years and over but <ul style="list-style-type: none">▪ who holds a provisional driving licence, or▪ who holds an international driving licence, or▪ has held a full driving licence to drive a private motor car issued either in a country within the geographical limits or a member country of the European Union but for less than one year	£150

The Young & Inexperienced Driver **Excess** applicable at the time of loss or damage is determined by the age or driving experience of the person driving/in charge of the **insured vehicle** at the inception date or last renewal date of the policy whichever is the later.

The amounts shown above are in addition to any other **excesses** which are shown on the **Policy Schedule**.

In accordance with the Exceptions to Sections A and B these **excesses** may not apply in all circumstances.

Protection and Recovery

If the **insured vehicle** cannot be driven following an incident leading to a valid claim under this section, **we** will pay:

- the cost of its protection and removal to the nearest **approved repairer**, competent repairer or nearest place of safety, and
- the reasonable cost of re-delivery after repairs to **your** home address, and
- the cost of storage of the **insured vehicle** incurred with **our** written consent.

If the **insured vehicle** is damaged beyond economical repair **we** will arrange for it to be stored safely at premises of **our** choosing.

You should remove **your** personal belongings from the **insured vehicle** before it is collected from **you**.

In the event of a claim being made under the policy **we** have the right to remove the **insured vehicle** to an alternative repairer or place of safety at any time in order to keep the cost of the claim to a minimum.

Driving Other Cars

We will provide cover under this section (but only if stated in **your Certificate of Motor Insurance**) while **you** are driving with the owner's consent, any private motor car which is not owned by **you** or hired to **you** under a hire purchase agreement or by a self-drive hire operator, provided that **you** are not covered by any other insurance and the car **you** are driving is in a roadworthy condition.

The settlement of any claim for loss or damage to a car being driven under this driving other cars cover will only be considered on a **market value** basis.

Driving other cars cover cannot be used to obtain the release of cars which have been seized by, or on behalf of, any government or public authority.

Additionally driving other cars cover will not operate:-

- if the policy is issued in the name of a company or firm, or
- if the **insured vehicle** is sold or disposed of, or declared a total loss, or
- if the car you are driving is owned by or provided by an employer or business partner, or
- outside the United Kingdom of Great Britain & Northern Ireland, the Isle of Man, the Channel Islands.

Policy Section B

Loss of or damage to the insured vehicle by Fire and Theft

What is covered

This section only applies if the cover shown on your Policy Schedule is either Comprehensive or Third Party Fire and Theft.

We will cover you against loss of or damage to the **insured vehicle** (less any **excess** that applies) caused by fire (other than fire by vandalism or malicious intent), lightning, explosion, theft or attempted theft.

Cover also applies under this section while the **insured vehicle** is in the custody of a member of the motor trade for servicing or repair.

Under this section we may either:-

- pay for the damage to be repaired, or
- with **your** agreement provide a replacement car, or
- pay an amount of cash equivalent to the loss or damage.

Basis of settlement:-

Cover under this insurance can be arranged on either a **market value** or **agreed value** basis and the type of cover applicable to **your** policy will be shown on **your policy schedule**:

c) If the **insured vehicle** is insured on a **market value** basis;

- The most **we** will pay will be the **market value** for the **insured vehicle** (up to the estimated value shown in **your Policy Schedule**) immediately before the loss, or
- the cost of repairing the **insured vehicle**,

whichever is the lower.

d) If the **insured vehicle** is insured on an **agreed value** basis;

- The most **we** will pay will be the **agreed value** for the **insured vehicle** (as shown in **your Policy Schedule**); or
- the cost of repairing the **insured vehicle**,

whichever is the lower.

Vehicles less than 15 years old - Extended replacement cost cover (agreed value basis only):-

If the cost of replacing an **insured vehicle** which is the subject of a claim under this policy exceeds the **agreed value** amount for that **insured vehicle** shown on **your Policy Schedule** and;

- such vehicle is less than 15 years old; and
- the **agreed value** shown in **your Policy Schedule** for such vehicle is less than £150,000;

we will pay the cost of replacing the **insured vehicle** which is the subject of the claim with a vehicle of the same make, model, specification, mileage and age, and in the same condition as the **insured vehicle** immediately prior to the covered loss, up to 150% of the **agreed value** amount shown in **your Policy Schedule** for such vehicle.

Vehicles more than 15 years old - Extended reinstatement value cover (agreed value basis only)

If following a claim involving damage to the **insured vehicle** which is the subject of a claim under this policy;

- the cost of reinstating the **insured vehicle** shown in **your Policy Schedule** exceeds the **agreed value** amount shown in **your Policy Schedule** for the **insured vehicle**; and
- the **insured vehicle** shown in **your Policy Schedule** is more than 15 years old at the time of the incident leading to the claim

we will pay an additional amount of up to 25% of the agreed value for the **insured vehicle** or an additional maximum of £10,000 whichever is the lesser amount, if required to reinstate the **insured vehicle** to the same condition immediately prior to the covered loss.

In this event **our** payments will be made only upon presentation of reinstatement invoices agreed by **us** for the **insured vehicle**. In no event will **we** provide any cash payments.

If the **insured vehicle** is insured on a **market value** basis and was not first registered from new in the United Kingdom **we** will not pay more than the purchase price paid by **you** at the time that **you** purchased the car.

If the **insured vehicle** is

- stolen and has not been recovered at the time of settlement, or
- is deemed to be beyond economical repair, or
- settlement is agreed under the 'New car cover' sub-section below,

the lost or damaged vehicle becomes **our** property once a claim is met under the policy. **You** must send **us** the vehicle registration document, MOT certificate and the **Certificate of Motor Insurance** for the **insured vehicle** before **we** are able to meet the claim.

If the **insured vehicle** is the subject of a Hire Purchase Agreement **we** will pay up to the amount defined above under 'the most **we** will pay'. This payment will be made to the Hire Purchase Company as owner, whose receipt shall be a discharge of any claim under this section.

In-car entertainment, communication and navigation equipment

We will cover you for loss of or damage caused to permanently fitted **in-car entertainment, communication or navigation equipment** caused by fire (other than fire by vandalism or malicious intent), lightning, explosion, theft or attempted theft. The most **we** will pay is in accordance with the cover provided by **your** policy and is detailed below:

- Equipment forming part of the original vehicle specification and fitted by the vehicle manufacturer or their authorised dealer at the time the **insured vehicle** was first registered from new:

Cover applying to your policy:	Limits Applying
Comprehensive	Unlimited
Third Party Fire & Theft	Up to £300 any one occurrence after the deduction of any excess

- Equipment not forming part of the original vehicle specification

Cover applying to your policy:	Limits Applying
Comprehensive	Up to £2,500 any one occurrence after the deduction of any excess
Third Party Fire & Theft	Up to £300 any one occurrence after the deduction of any excess

Any amount payable in respect of **in-car entertainment, communication and navigation equipment** will not exceed the value of the equipment at the time of the loss or damage after making a reasonable deduction for wear and tear.

New car cover

If **your** cover is provided on a **market value** basis (as shown on **your policy schedule**) and the **insured vehicle** is less than one year old (calculated from the date of first registration) at the time of the incident leading to a claim under this policy, and

- suffers damage covered by the policy, and
- is beyond economical repair

we will replace it with a new one of the same make, model and specification.

However, this new car cover only applies if:

- **you** have been the first and only registered keeper and owner, and
- a suitable replacement car is available in the United Kingdom, and
- anyone else who has an interest in the **insured vehicle** agrees, and
- the **insured vehicle** has covered less than 10,000 miles.

In the event that a vehicle of the same make, model and specification is unavailable **we** will settle the claim on the basis of the **market value** of the **insured vehicle** immediately before the loss.

Once a settlement has been agreed in accordance with this new car cover, the damaged car becomes **our** property.

If the **insured vehicle** is the subject of a Hire Purchase Agreement **we** will only agree settlement on the basis of this new car cover if **we** have the agreement of the Hire Purchase Company as owner of the **insured vehicle**.

Repairs

You can decide who repairs the **insured vehicle** or **you** can use one of **our approved repairers**.

If parts required for repairing the **insured vehicle** are not available in the United Kingdom **our** liability for those parts shall not exceed the manufacturers' last United Kingdom list price or if not listed the price of those parts for the nearest comparable car available in the United Kingdom. **We** will not pay the cost of importing parts that are not available in the United Kingdom.

We may at **our** option use parts that have not been supplied by the original manufacturer to repair the **insured vehicle**. These parts will be subject to the **approved repairer's** guarantee.

We will not pay the cost of any repair or replacement which improves the **insured vehicle** to a better condition than it was in before the loss or damage. If this does happen **you** must make a contribution towards the cost of repair or replacement. **You** may be required to contribute to the cost of replaced items such as exhausts or tyres. This limitation does not apply if the **insured vehicle** is covered on an **agreed value** basis and the claim is being met under the 'extended replacement cost cover' extension detailed above.

Young and Inexperienced Driver Excesses

You will be responsible for paying the following amounts in respect of any claim relating to loss of or damage caused by fire (other than by vandalism or malicious intent), lightning, explosion, theft or attempted theft while the **insured vehicle** is being driven by or is in the charge or was last in the charge of the categories of driver listed below:

Age or experience of person driving, in charge of or last in charge of the insured vehicle	Amount of Excess
Aged 20 years and under	£300
Aged 21 to 24 years inclusive	£200
Aged 25 years and over but <ul style="list-style-type: none">▪ who holds a provisional driving licence, or▪ who holds an international driving licence, or▪ has held a full driving licence to drive a private motor car issued either in a country within the geographical limits or a member country of the European Union but for less than one year	£150

The Young & Inexperienced Driver **Excess** applicable at the time of loss or damage is determined by the age or driving experience of the person driving/in charge of the **insured vehicle** at the inception date or last renewal date of the policy whichever is the later.

The amounts shown above are in addition to any other **excesses** which are shown on the **Policy Schedule**.

In accordance with the Exceptions to Sections A and B these **excesses** may not apply in all circumstances.

Protection and Recovery

If the **insured vehicle** cannot be driven following an incident leading to a valid claim under this section, **we** will pay:-

- the cost of its protection and removal to the nearest **approved repairer**, competent repairer or nearest place of safety, and
- the reasonable cost of re-delivery after repairs to **your** home address, and
- the cost of storage of the **insured vehicle** incurred with **our** written consent.

If the **insured vehicle** is damaged beyond economical repair **we** will arrange for it to be stored safely at premises of **our** choosing.

You should remove **your** personal belongings from the **insured vehicle** before it is collected from **you**.

In the event of a claim being made under the policy **we** have the right to remove the **insured vehicle** to an alternative repairer or place of safety at any time in order to keep the cost of the claim to a minimum.

Driving Other Cars

We will provide cover under this section (but only if stated in **your Certificate of Motor Insurance**) while **you** are driving with the owner's consent, any private motor car which is not owned by **you** or hired to **you** under a hire purchase agreement or by a self-drive hire operator, provided that **you** are not covered by any other insurance and the car **you** are driving is in a roadworthy condition.

Driving other cars cover cannot be used to obtain the release of cars which have been seized by, or on behalf of, any government or public authority.

Additionally driving other cars cover will not operate:-

- if the policy is issued in the name of a company or firm, or
- if the **insured vehicle** is sold or disposed of, or declared a total loss, or
- if the car you are driving is owned by or provided by an employer or business partner, or
- outside the United Kingdom of Great Britain & Northern Ireland, the Isle of Man, the Channel Islands.

Guidance Notes - Preventing Crime

- Don't give criminals an easy ride. Car crime makes up 20% of all recorded crimes in the UK.
- Most thefts can be prevented – and it's in your interest and ours to take some simple precautions. Most things are common sense.
- Lock your car and remove your ignition key/locking device when leaving it for even a short time e.g. at a petrol station or cashpoint.
- Vehicle thieves often steal the keys first especially if the vehicle has an immobiliser and break into houses just to access keys to steal the car. Always keep keys secure even inside your home (do not leave keys where a burglar can easily find them such as on a shelf or hook).

- Keys and locking devices should always be kept in a safe and secure place – do not leave them on a wall hook, windowsill or in a jacket pocket next to the vehicle.

- Take appropriate measures to safeguard the vehicle when showing it to prospective purchasers.
- Do not keep items such as the car registration document, service book, MOT certificate or insurance certificate in the car and never leave any valuables on view in the car. You should remove items such as CD players, Radios/MP3 players & portable satellite navigation equipment whenever possible.

- Use good-quality locks and security devices.
- Park in a secure place if you can. If you have a garage, use it and lock it.

What is not covered

Exceptions to Sections A & B:

These sections of **your** insurance policy do not cover the following:

- The amount of any **excess** shown in the **Policy Schedule** or in this policy document or both.

An **excess** will not apply if the **insured vehicle** is:
 - the subject of a total loss claim; or
 - is damaged as a result of an accident caused by an uninsured third party; or
 - in the care of a garage or similar motor trade organisation for servicing, restoration or repair; or
 - in the care of a hotel or restaurant for the purpose of parking.
- Indirect losses which result from the incident that caused **you** to claim, for example, **we** will not pay compensation for **you** not being able to use the **insured vehicle**.
- Wear and tear, mechanical or electrical breakdown including failure of any equipment, integrated circuit, computer chip, computer software or computer related equipment and failure or breakages of any part due to application of brakes or road shocks.
- Depreciation or loss of value following repairs.
- Loss of or damage to the **insured vehicle** caused by a **family member** taking the vehicle without **your** permission, unless **you** report the person to the police for taking the **insured vehicle** without **your** permission and assist the police in a prosecution.
- Loss suffered due to any person obtaining any property by fraud or deception, for example a purchaser's cheque not being honoured by their bank.
- Loss or damage to the **insured vehicle** where possession of it is gained by deception on the part of someone pretending to be a buyer or someone pretending to act on behalf of a buyer.
- Loss or damage caused by pressure waves from aircraft or any flying object.
- Loss of or damage to keys, lock or ignition activators, alarm or immobiliser activators (except as insured under Section I of this insurance - Replacement locks).
- Repairs, re-programming or replacement of any component, including locks on the **insured vehicle**, consequent upon the loss of or damage to the car's keys, lock or ignition activators or alarm or immobiliser activators (except as insured under Section I of this insurance - Replacement locks).
- Loss of or damage to the **insured vehicle** and/or **in-car entertainment, communication and navigation equipment** while **you** are not in the car arising from theft or attempted theft when:-
 - 1) ignition keys have been left in or on the **insured vehicle**, or
 - 2) the **insured vehicle** has not been secured by means of door and boot lock, or
 - 3) any window or any form of sliding or removable roof or hood have been left open or unlocked, or
 - 4) the **insured vehicle** is fitted with a manufacturer's standard security device and the device is not operational or is not in use.
- Loss or damage caused by an inappropriate type or grade of fuel being used.
- Confiscation, requisition or destruction by or under the order of any Government or Public or Local Authority.
- Damage to tyres caused by braking, punctures, cuts or bursts.
- Loss or damage caused deliberately by **you** or by any person who is driving the **insured vehicle** with **your** permission.

Policy Section C

Liability to other people

What is covered

Use of the insured vehicle

We will cover the categories of people listed below for their legal liability for death, bodily injury or damage to property arising out of the use of the **insured vehicle** or an attached trailer or caravan:-

- **You**, and
- any person permitted to drive the **insured vehicle** under the **Certificate of Motor Insurance** who is driving with **your** permission, and
- any passenger in the **insured vehicle**, and
- any person using (but not driving) the **insured vehicle** for social domestic and pleasure purposes with **your** permission, and
- the employer or **business partner of any person** named as a permitted driver on **your Certificate of Motor Insurance** in the event of an accident occurring while the **insured vehicle** is being used for business by that named person as long as **your Certificate of Motor Insurance** allows business use by such person, and
- the legal representatives of any person who would have been covered under this section.

Third Party Property Damage Limit

The most **we** will pay for property damage for any one claim, or series of claims arising out of any one event is £20,000,000. The most **we** will pay in costs for any one property damage claim or series of property damage claims arising out of any one event is £5,000,000.

Legal Costs

If there is an accident that is covered under this insurance **we** may at our absolute discretion consider payment in respect of the following legal costs:

- solicitors fees for representing **you** at any fatal accident enquiry, Coroner's, Magistrates or similar court, and
- the reasonable cost of legal services to defend **you** against a charge of manslaughter or causing death by dangerous or reckless driving.

If **we** agree to pay these costs under this policy the choice and appointment of legal representation and the extent of any assistance that **we** provide will be entirely at **our** discretion. There will be no agreement to pay these costs unless **we** have confirmed this to **you** in writing.

Driving Other Cars

We will provide cover under this section (but only if stated in **your Certificate of Motor Insurance**) while **you** are driving with the owner's consent, any private motor car which is not owned by **you** or hired to **you** under a hire purchase agreement or by a self-drive hire operator, provided that **you** are not covered by any other insurance and the car **you** are driving is in a roadworthy condition.

Driving other cars cover cannot be used to obtain the release of cars which have been seized by, or on behalf of, any government or public authority.

Additionally driving other cars cover will not operate:-

- if the policy is issued in the name of a company or firm, or
- if the **insured vehicle** is sold or disposed of, or declared a total loss, or
- if the car **you** are driving is owned by or provided by an employer or business partner, or
- outside the United Kingdom of Great Britain & Northern Ireland, the Isle of Man, the Channel Islands.

Emergency Medical Treatment

We will pay emergency treatment charges required by the Road Traffic Acts. If this is the only payment **we** make, it will not affect **your** No Claim Discount.

What is not covered

Exceptions to Section C

We shall not be liable:-

- if the person claiming is otherwise insured, or
- for loss or damage to property belonging to or in the care of any person insured under this section or for not being able to use any such property, or
- for damage to the **insured vehicle** or property in it or being conveyed in it or for not being able to use any such property, or
- **for loss or damage** to any trailer or caravan being towed by the **insured vehicle** or for not being able to use **any such trailer** or caravan, or
- if the death of or bodily injury **to any person** covered under this section arises out of or in the course of his/her employment except where such liability must be covered under the Road Traffic Acts, or
- for death or bodily injury to any person being carried in or on any trailer or caravan, or
- if a person who was not driving makes a claim and he/she knew that the person driving did not hold a valid driving licence.

Policy Section D

Provision of a Courtesy Car

This section applies only if the cover shown on your Policy Schedule is Comprehensive

What is covered

If a valid claim is made under this policy, and the **insured vehicle** is to be repaired by one of **our approved repairers**, the repairer will provide **you** with a **courtesy car** (subject to availability) for the duration of the repairs.

If the parts required to repair the **insured vehicle** are not immediately available to **our approved repairer** we reserve the right to withhold the provision of a **courtesy car** until such time as the necessary parts are available and repair work can proceed.

If the **insured vehicle** is accepted by **our approved repairer** as being a repairable proposition, but it is subsequently deemed by **us** to be beyond economical repair, we reserve the right to withdraw the **courtesy car** immediately.

The **courtesy car** can only be provided subject to availability and will be supplied subject to **our approved repairer's** standard terms and conditions, for use in the United Kingdom only. **Our** aim is to keep **you** mobile rather than the **courtesy car** being a replacement for the **insured vehicle** in terms of status or performance.

The **courtesy car** will normally be a small hatchback of less than 1200cc. If this specification of vehicle is not suitable for **your** needs **we** will, as an alternative, provide **you** with a hire car which is comparable to the model of **insured vehicle** which is the subject of the claim. **We** will pay for the cost of such a hire car for the period of time that the **insured vehicle** is undergoing repairs or in the event of the claim being for the theft of the **insured vehicle** and the insured vehicle not having been recovered until such time as the claim is settled. The most **we** will pay for alternative hire car costs to replace the **insured vehicle** will be £4,000 for any one claim.

While **you** are in possession of the **courtesy car**, cover for loss of or damage to the car will be provided by this policy in accordance with its terms, **endorsements** and conditions, including **excesses** for which **you** will be responsible. **We** will not make a charge for this cover.

Any accidents or losses while **you** are in possession of the **courtesy car** must be reported to **us** immediately, and may affect **your** No Claim Discount.

Driving of the **courtesy car** will be limited solely to those persons named on your **certificate of motor insurance**, and the use of the car will be restricted to the use described on that certificate.

You are not required to inform **us** when **you** are supplied with a **courtesy car** from **our approved repairer**.

You must return the **courtesy car** to **our approved repairer** either when **we** ask **you** to do so or if this insurance falls due for renewal and **you** fail to renew it with **us**.

Policy Section E

Personal Accident Benefits

This section applies only if the cover shown on your Policy Schedule is Comprehensive

What is covered

We will pay the following amounts if **you, your** legally married spouse or civil partner accidentally receives an injury, as detailed below, which independently of any other cause and within 3 months of the accident, results in:

Amount we will pay for each insured person	
Death	£30,000
Complete and permanent loss of sight of one or both eyes	£30,000
Complete and permanent loss of one or more limbs	£30,000

Payment will only be made where the injury or death directly results from an accident while getting into, out of or travelling in the **insured vehicle** (or any other private motor car which **you** do not own).

We will make payment to **you** or **your** legal representatives. Payment made under this section will be limited to a maximum amount of £30,000 in any one year of insurance regardless of the number of persons injured or the types of injury sustained.

What is not covered

This personal accident benefit does not apply:

- to policies issued in the name of a company or firm, or
- where death or bodily injury is caused by suicide or attempted suicide, natural disease or pre-existing physical defect, or
- in respect of death of or bodily injury to the driver at the time of the accident if such person was convicted for driving under the influence of drugs or alcohol at the time of the accident, or
- for death or bodily injury to any person in the **insured vehicle** if such person had not complied with the law relating to the use of seat belts.

Policy Section F

Personal Belongings

This section applies only if the cover shown on your Policy Schedule is Comprehensive

What is covered

We will pay a total amount no greater than £1,000 for personal belongings while in the **insured vehicle**, if they are lost or damaged because of any accident, fire, theft or attempted theft or by malicious means.

What is not covered

Personal belongings cover does not apply:

- to policies issued in the name of a company or firm, or
- to money, stamps, tickets or securities, or
- to jewellery or furs, or
- to radar detection equipment, or
- to goods or samples, tools or equipment connected with any trade or business, or
- in respect of theft of property from the **insured vehicle** if
 - i) ignition keys have been left in or on the **insured vehicle**, or
 - ii) the **insured vehicle** has not been secured by means of door and boot lock, or
 - iii) any window or any form of sliding or removable roof or hood have been left open or unlocked, or
 - iv) the **insured vehicle** is fitted with a manufacturer's standard security device and the device is not operational or is not in use.
- in respect of theft of property from an open-topped or convertible car unless the property was being kept in a locked boot or locked glove compartment, or
- in respect of any permanently fitted audio, navigation or telephone equipment (except as insured under Section A or Section B of this insurance).

Policy Section G

Medical Expenses

This section applies only if the cover shown on your Policy Schedule is Comprehensive

What is covered

We will pay up to £500 per person for medical expenses for anyone who is injured while they are in the **insured vehicle**.

Policy Section H

Glass Damage

This section applies only if the cover shown on your Policy Schedule is Comprehensive

What is covered

We will pay the cost of repair/replacement of broken glass windscreens or glass windows, without loss of no claim discount.

In the event of an incident likely to give rise to a claim for damaged glass please call our **24 hour Claims Helpline on 0800 435425**.

What is not covered

- **You** will be required to pay the first £100 of each claim under this section in respect of a replacement windscreen or window. Where the windscreen or window can be repaired and does not require replacement, there will be no excess applied.
- **We** will not pay claims for mechanical items associated with the window mechanisms of the **insured vehicle** under this section.
- **We** will not pay the cost of importing parts or items of replacement glass that are not available in the United Kingdom.
- Loss or damage caused deliberately by **you**.

Policy Section I

Replacement Locks

This section applies only if the cover shown on your Policy Schedule is Comprehensive

What is covered

If one or more of the keys or lock transmitters or entry cards for a keyless entry system for the **insured vehicle** is stolen **we** will pay the cost of replacing:

- the door locks and/or boot or tailgate lock, and
- the ignition/steering lock, and
- the lock transmitter and/or central locking system

providing that it can be established that the identity or garaging address of the **insured vehicle** is known to any person who may have **your** keys or transmitter or entry card.

What is not covered

Any claim resulting from the keys, lock transmitters or entry cards being left in or on the **insured vehicle**.

We will not pay for the cost of replacing alarms or other security devices used in connection with the **insured vehicle** under this cover for replacement locks.

Policy Section J

Child seat cover

In the event of an accident, or damage by fire or theft to the **insured vehicle**, we will pay the cost to replace any child car seats in the **insured vehicle** even if the child car seats appear undamaged.

Policy Section K

Disability cover

If **you** or a **family member** suffers permanent limb or spinal disabilities as a direct result of an accident or loss involving the **insured vehicle** which is covered by this policy, **we** will at **your** option either:

- pay up to £10,000 for essential alterations to the **insured vehicle**; or
- contribute up to £10,000 towards your purchase of a vehicle adapted for **you** or a **family member's** disability.

Any payment under this section is subject to the approval by DVLA of the person's continued driving and DVLA's confirmation of the suitability of the vehicle adaptations/alterations.

Your or a **family member's** permanent disability must be confirmed in writing to **us** by a Physician.

We will not pay more than £10,000 in total for Disability cover.

We will not provide this cover if either the driver or the person claiming was in a state of Intoxication at the time of the accident or loss covered by this policy.

Policy Section L

Vehicle accessories and spare parts

We will pay up to £10,000 for **your insured vehicle's** accessories and spare parts which are not fitted to **your insured vehicle** providing they are kept in a locked building at **your** address shown in **your policy schedule**.

Policy Section M

Carjacking and road rage cover

We will pay for **carjacking and road rage expenses** **you**, a **family member** or **your** chauffeur incur solely and directly as a result of a **carjacking and road rage occurrence**. **Carjacking and road rage expenses** incurred by **your** chauffeur are covered only if a **carjacking and road rage occurrence** occurs whilst **your** chauffeur is in the process of driving **you** or a **family member** at the time of such occurrence.

For the purposes of this section **Carjacking and road rage occurrence** means:

- the unlawful forced removal or detention of **you**, a **family member** or **your** chauffeur operating or occupying **your insured vehicle** during the theft or attempted theft of **your insured vehicle**; or
- physical bodily harm against **you**, a **family member** or **your** chauffeur by a violent person arising from the use of **your insured vehicle** by **you**, a **family member** or **your** chauffeur.

For the purposes of this section **Carjacking and road rage expenses** means the reasonable costs for:

- related medical expenses for **you**, a **family member** or **your** chauffeur when incurred within one year after the **carjacking and road rage occurrence**;
- related psychiatric services for **you**, a **family member** or **your** chauffeur as prescribed by a Physician, psychologist or other authorised mental health professional, when incurred within one year after the **carjacking and road rage occurrence**;
- related rest and recuperation expenses for **you**, a **family member** or **your** chauffeur, up to a maximum of £5,000, for each **carjacking and road rage occurrence**, as prescribed by a Physician, psychologist or other authorised mental health professional not related to **you**, a **family member** or **your** chauffeur when incurred within 180 days after the **carjacking and road rage occurrence**;

The maximum **we** will pay per **period of insurance** for all **carjacking and road rage expenses** is £15,000.

We do not provide this cover if the claim is a covered loss under any other policy in force with **us**.

Policy Section N

Foreign Use of the Insured vehicle

What is covered

Legal minimum insurance

While the **insured vehicle** is in;

- any country which is a member of the European Union (EU), or
- any other country in respect of which the European Commission is satisfied has made arrangements to meet the requirements of Article 7(2) of EU Directive 72/166/CEE relating to civil liabilities arising from the use of motor vehicles

This policy provides the minimum level of cover in respect of liability which is legally insurable in the country concerned. This legal minimum insurance does not include cover for loss of or damage to the **insured vehicle**.

Full policy cover

In addition to the legal minimum cover shown above, this policy is automatically extended to provide the cover shown in **your Policy Schedule** to any member country of the EU and also Andorra, the Channel Islands, Croatia, Gibraltar, Iceland, Liechtenstein, Monaco, Norway, San Marino and Switzerland provided that:

- **you** notify **your insurance intermediary** before **your** journey abroad, and
- the **insured vehicle** is not taken abroad for any period of more than 90 consecutive days, and
- **you** or any permitted driver are normally resident within the United Kingdom of Great Britain & Northern Ireland, the Isle of Man, the Channel Islands, and
- **your** visit abroad is for social, domestic or pleasure purposes.

A Green Card is not required for the countries listed above and no additional premium will be payable as long as the qualifying conditions are met. Driving Other Cars cover does not apply while the **insured vehicle** is being used abroad.

If the policy is extended to provide the cover shown on **your Policy Schedule** whilst abroad:

- insurance is automatically provided on the **insured vehicle** while it is being transported (including loading and unloading) between ports in countries where **you** have cover, provided the **insured vehicle** is being transported by rail or a recognised sea route of not more than 65 hours, and
- **we** will pay the reasonable cost of delivery of the **insured vehicle** to **you** after repairs in the country in which damage was sustained, or to **your** home address if the damage cannot be repaired economically by the intended time of **your** return to the United Kingdom or if the car is stolen and recovered after **your** return to the United Kingdom, and
- **we** will pay the amount of foreign customs duty for which **you** are liable as a direct result of loss or damage to the **insured vehicle** preventing its return to the United Kingdom.

If **you** wish to extend full policy cover outside of the countries, scope and period limitations shown above **you** must contact **your insurance intermediary** to obtain **our** agreement to provide cover in advance of **your** intended trip abroad.

Any agreement by **us** to extend full policy cover beyond the limits above may be subject to an additional premium and policy restrictions.

The exceptions applying to sections A, B & C of this insurance also apply to this section.

Guidance Notes – Going Abroad

This section describes the cover available if you take your vehicle abroad.

Restrictions do apply as far as full policy cover is concerned so, before travelling abroad, please apply to your insurance intermediary. The extended full insurance will then cover you in the countries for which we have agreed to provide cover and when your vehicle is travelling by rail or sea between those countries.

Unless you notify your insurance intermediary in advance of a trip abroad, the cover may be limited to the minimum cover you need under the law of the relevant country (EU minimum insurance). This minimum insurance will not provide any cover for damage to your car.

Take your certificate as evidence of insurance.

Important: Driving Other Cars cover does not apply abroad.

If your car suffers any loss or damage that is covered by this insurance and the car is in a country where you have cover, we will refund any customs duty you pay to temporarily import your vehicle.

Although full policy cover abroad is automatically available for trips of up to 90 days duration we may, on request, agree to extend cover beyond 90 days. A charge may apply. Please contact your intermediary for further information.

We will only consider extending this insurance to countries which are covered by the International Green Card system.

If you are involved in any accident or incident whilst abroad please call the 24 hour Claims Helpline using the international dialling code for the UK – Telephone **0044 (0)1246 223839**

Policy Section O

No Claim Discount

As long as no claim is made under this policy during any annual **period of insurance**, **we** will give **you** a discount when **you** renew **your** insurance. The discount **you** will receive will be in accordance with **our** No Claim Discount scale applicable at the time your policy is due for renewal. However, **your** entitlement will be affected in the event of a claim or multiple claims being made under this policy.

Your No Claim Discount will not be affected in the following circumstances:-

- if **we** make a full recovery of all payments made by **us** in connection with the claim, or
- if **you** only claim for a broken windscreen or window under Section H of this policy, or
- if **we** only have to pay for an emergency treatment fee.

If **you** make a claim or if a claim is made against **you** for an event which **you** may not consider to be **your** fault and **we** have to make a payment this will affect **your** No Claim Discount unless **we** can recover **our** outlay in full from the responsible party.

If **you** decide to cancel **your** policy and premiums remain outstanding **we** will not be able to issue proof of No Claim Discount until the outstanding premiums are paid.

In the event that this policy covers more than one **insured vehicle** the No Claim Discount will be earned independently on each individual vehicle on which insurance is provided.

You cannot transfer **your** No Claim Discount to somebody else.

Guidance Notes

There may on occasions be minor incidents (possibly involving a cyclist or pedestrian) where, although you are not claiming for damage to your vehicle, there is a potential for a claim against your policy by the third party.

In these circumstances we may disallow your No Claim Discount for up to 12 months until we are confident that a third party claim is unlikely to materialise.

Policy Section P

Protected No Claim Discount

This section only applies if shown on your Policy Schedule

The extent of No Claim Discount protection is dependent on the number of proven claim-free years earned by **you**:

If your No Claim Discount entitlement is less than four years

Dependent on the number of proven claim-free years earned by **you we** will allow a No Claim Discount entitlement in accordance with Section O of this policy.

Your No Claim Discount entitlement will not be prejudiced provided that no more than one claim is made in any one annual **period of insurance**. However, in the event of a single claim being made under this insurance in any one **annual period of insurance your** No Claim Discount;

- will not be increased at the following renewal date of the policy, and
- will only be increased at a subsequent renewal date after **you** have been insured under the policy for a further twelve months and have not made a further claim.

In the event that **you** make two or more claims in any one annual **period of insurance your** No Claim Discount entitlement will be reduced to nil at the next renewal date of the policy.

If your No Claim Discount entitlement is four or more years

You must have proved that **you** have an entitlement to at least four years' No Claim Discount.

You will not lose any of **your** No Claim Discount as long as **you** make no more than two claims in any five year **period of insurance**.

If three claims are made in any five year **period of insurance we** will reduce the discount **you** receive to a one year entitlement in accordance with Section O of this policy. If more than three claims are made in any five year **period of insurance we** will reduce the discount **you** receive to nil.

Regardless of the number of years No Claims Discount to which **you** are entitled **our** agreement to protect **your** No Claim Discount does not mean that the premium cannot be increased at renewal of **your** policy to reflect an adverse claims record or driving history.

In the event that this policy covers more than one **insured vehicle** the No Claim Discount will be earned and the Protected No Claim Discount terms and conditions will be applied independently on each individual vehicle on which insurance is provided.

Policy Section Q

Personal registration plate

If your **Policy Schedule** shows the inclusion of cover for a personal registration plate we will provide insurance on the following basis:

If the **insured vehicle** is stolen and not recovered, **we** will pay the sum insured shown in your **Policy Schedule** for the loss of use of the personal registration plate.

When **we** pay for this loss, the personal registration plate and its use becomes **our** property. You may re-purchase the personal registration plate from **us** when the Driver and Vehicle Licensing Agency (DVLA) re-issue the plate for no more than the settlement amount.

General Exceptions

THESE GENERAL EXCEPTIONS APPLY TO THE WHOLE OF THE INSURANCE

What is not covered

1. Any liability, loss or damage arising while any car covered by this insurance is being:
 - 1.1 used for a purpose which is not permitted or is excluded by the **Certificate of Motor Insurance**, or
 - 1.2 used on the Nurburgring Nordschleife or any race track, racing circuit or prepared course unless **you** have told **us** about this and **we** have agreed to provide cover, or
 - 1.3 driven by, is in the charge of or was last in the charge of anyone not permitted to drive by **your Certificate of Motor Insurance** or temporary cover note or who is excluded by **endorsement**, or
 - 1.4 driven by, is in the charge of or was last in the charge of anyone including **you** who is disqualified from driving or has never held a licence to drive a vehicle or is prevented by law from having a licence, or
 - 1.5 driven by any person who holds or last held a provisional driving licence unless that person is accompanied by a full licence holder aged 21 years or over and the accompanying full licence holder has held a full driving licence for at least 3 years, or
 - 1.6 driven by, is in the charge of or was last in the charge of any person who does not meet the terms or conditions of his/her driving licence
 - 1.7 used in an unsafe condition or while carrying an insecure load or while carrying a number of passengers that is likely to affect the safe driving of the vehicle, or
 - 1.8 driven by **you** or any person insured to drive, should it be proved to **our** satisfaction that the driver was under the influence of alcohol or drugs at the time of such loss or damage occurring. A conviction under the relevant law (including a conviction for failing to supply a specimen of breath, blood or urine) shall be deemed to be conclusive evidence that the driver at the time of the loss or damage was under the influence of alcohol or drugs.

General Exception 1 will not apply

- if the **insured vehicle** has been stolen or taken away without **your** permission, or
 - if the **insured vehicle** is in custody of a garage for repair or servicing, or
 - under General Exception 1.1 only, while the **insured vehicle** is being used for car sharing purposes as defined in General Condition 9 of this policy.
2. Any liability loss or damage (apart from the minimum cover required by law) that occurs outside of the **geographical limits** of this policy or when the insured vehicle is taken abroad and the terms of Section N Foreign Use are not being complied with.

Additionally **we** will not make any payments in respect of any proceedings brought against you or judgement passed in any court outside of the **geographical limits**, unless the proceedings or judgement arise out of **your** vehicle being used in a foreign country which **we** have agreed to extend this insurance to cover and the proceedings or judgement are brought in such country.
 3. Any liability **you** have accepted under an agreement or contract unless **you** would have had that liability anyway.
 4. Any legal liability of whatsoever nature directly or indirectly caused by or contributed to or arising from:
 - ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, or
 - the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component.
 5. Any consequence of war invasion or act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

6. Death, bodily injury, loss, damage and/or liability arising during (unless **you** prove that it was not occasioned thereby) or in consequence of
 - earthquake
 - riot or civil commotion occurring elsewhere than in Great Britain, the Isle of Man or the Channel Islands.
7. Liability in respect of
 - accident, loss or damage to any aircraft, or
 - death or bodily injury arising in connection with accident loss or damage to any aircraft, or
 - any other loss indirectly caused by such accident loss or damage to any aircraftincurred caused or sustained while any vehicle covered by this insurance is in or on any airport or airfield.
8. Liability, loss or damage resulting from pollution or contamination however caused, other than as required by the law of any country in which **we** have agreed to provide cover under this policy.
9. Any liability loss or damage caused by acts of **terrorism** apart from the minimum level of cover **we** must provide by law.

General Conditions

THESE GENERAL CONDITIONS APPLY TO THE WHOLE OF THE INSURANCE

1. Payment of Premium, Keeping to the Policy Terms & Avoiding Misrepresentation

We will only provide the cover described in this insurance policy if:-

- **you** have paid or agreed to pay the premium for the current **period of insurance**, and
- **you** or any person claiming protection has kept to all of the terms and conditions of this policy (including those applied by **Endorsement**) as far as they can apply, and
- in entering into this contract **you** have taken all reasonable care in answering all questions in relation to this insurance honestly and to the best of your knowledge.

Your premium is based on information **you** supplied at the start of the insurance, subsequent alteration or renewal. **You** must tell **us** via **your insurance intermediary** immediately of any change to that information, some examples are any changes to the **insured vehicle** which improve its value, attractiveness to thieves, performance or handling, any change of car, change of occupation (including part-time), change of address (including where car is kept), change of drivers, if **you** or any drivers pass your driving test or sustain a motoring or non-motoring conviction or there is a change of main driver.

If **your** premium has been calculated on a limited annual mileage basis **we** will seek evidence at the time of a claim to prove that **your** estimated annual mileage has not been exceeded. If **you** fail to supply appropriate evidence or evidence is provided by **you** which shows that the estimated annual mileage has been exceeded **you** will be required to pay the additional amount of **excess** shown on the **endorsement** applying to **your** policy.

Under the Consumer Insurance (Disclosure and Representations) Act 2012 **your** failure to take reasonable care to avoid misrepresentation in relation to the information provided could result in **your** policy being cancelled or **your** claim being rejected or not fully paid.

If you or anyone acting on your behalf knowingly commit a fraudulent act or submit a fraudulent document or make a fraudulent statement or exaggerate your claim, we will not pay the claim and cover under this insurance will cease immediately. You will not be entitled to any refund of premium.

2. Looking After Your Car

You or any permitted drivers are required to maintain the **insured vehicle** in a roadworthy condition. **You** or any person in charge of the **insured vehicle** are required to take all reasonable care to safeguard it and its contents from loss or damage, for example the car should not be left unlocked.

We shall at all times be allowed free access to examine the **insured vehicle**.

3. Having an MOT Certificate

There must be a valid Department for Transport test certificate (MOT) in force for the **insured vehicle** if one is needed by law. In the absence of a valid Department for Transport test certificate (MOT) all cover under sections A and B of this insurance is cancelled and of no effect.

4. Accidents or Losses

In the event of an accident or incident likely to give rise to a claim which is covered under the policy, **you** must as soon as possible telephone **our 24 hour claims helpline (this must be within 24 hours of the incident occurring). Please also refer to Page 3 of this policy booklet 'If you have an accident' for further guidance.**

If the loss or damage is covered under the policy, the claims helpline operator will make arrangements to remove the **insured vehicle** to the nearest **approved repairer**, competent repairer or place of safety, and safeguard the **insured vehicle** and its contents.

We will not pay for further damage to the **insured vehicle** if **you** drive it or attempt to drive it in a damaged condition.

If your claim is due to theft, attempted theft, malicious damage or vandalism, you must also notify the police and obtain a crime report number.

We have the right to remove the **insured vehicle** at any time to keep claims costs to a minimum. If the **insured vehicle** is damaged beyond economical repair **we** will arrange for it to be stored safely at premises of **our** choosing.

If **we** ask to examine driving licences and vehicle documentation before agreeing to settle a claim under this policy **you** must supply this documentation before **we** can proceed with the settlement.

Any indication of a claim against **you** must be notified to **us** as soon as possible. Any writ, or notification of civil or criminal proceedings should be sent to **us** by recorded delivery immediately.

We shall be entitled to take over and conduct the defence or settlement of any claim or prosecute any claim in the name of any person covered by this insurance.

5. Claims Procedures

No admission of liability, payment or promise of payment shall be made or given by **you** or any person on **your** behalf. No proceedings may be commenced against, or settlement accepted from, any other party without **our** written consent.

We shall have discretion in the conduct of any proceedings or in the settlement of any claim.

You must give **us** whatever co-operation, information and assistance **we** require in dealing with any claim under this policy.

If there is any other insurance in force which covers the same loss, damage or liability as this insurance, **we** will only pay **our** proportionate share of the claim.

6. Cancellation

Canceling the policy within the reflection period

This insurance provides **you** with a reflection period to decide whether **you** wish to continue with the full policy. The reflection period is for 14 days from the date **you** receive **your** policy documentation.

If a period of less than 14 days has elapsed since **you** received **your** policy documentation, and **you** have not made a total loss claim, **you** have the right to cancel the policy and receive a refund of premium. **You** must return **your Certificate of Motor Insurance** or provide **us** with an electronic declaration of surrender in accordance with Section 147 of the Road Traffic Act 1988 before **we** can proceed with the cancellation.

- If at the date of cancellation **your** policy has not yet commenced **you** will receive a full refund from **us**; or
- If **your** policy has already commenced, **you** will receive a full refund from **us**, less a pro rata charge for the period of cover provided. An administration charge which will be no less than £25 will also apply.

Canceling the policy after the reflection period

Cancellation by Us

We or **your Insurance Intermediary** can cancel this policy by giving **you** 7 days notice in writing to **your** last address notified to **us**. **You** must return **your** current **Certificate of Motor Insurance** to **us** or provide **us** with an electronic declaration of surrender within 7 days to comply with Section 147 of the Road Traffic Act 1988. When **we** have received the **Certificate of Motor Insurance** or the electronic declaration of surrender **we** will refund the premium relating to the remaining **period of insurance** on a pro rata basis.

Non-payment of premium

When cancellation follows **your** failure to pay the full premium, the amount of money to be returned to **you** will be calculated taking into account **our** short-period scale of charges. There will be no refund of premium allowable if there has been a loss or incident likely to give rise to a claim during the current **period of insurance**. **We** may at **our** discretion reduce any claims payment by the amount of outstanding or overdue premiums that **you** owe **us**.

Cancellation by You

You or **your Insurance Intermediary** can cancel this policy by giving **us** 7 days' notice in writing and either returning **your Certificate of Motor Insurance** or providing **us** with an electronic declaration of surrender in accordance with Section 147 of

the Road Traffic Act 1988. Providing there have been no claims in the current **period of insurance** we will refund the premium relating to the number of months remaining during the current period **of insurance** from the date of receipt of **your Certificate of Motor Insurance** or electronic declaration of surrender taking into account **our** short-period scale of charges

Short-period scale of charges

The following scale of charges will be used to calculate any refund of premium due to **you** following **your** non-payment of the full premium or following a decision by **you** to cancel this policy:

Length of time cover in force	Up to 1 month	Up to 2 months	Up to 3 months	Up to 4 months	Up to 5 months	Up to 6 months	Up to 7 months	Up to 8 months	Over 8 months
Percentage of premium payable	25%	40%	50%	65%	70%	75%	90%	90%	100%

Guidance Notes – Policy Cancellation

Please note that any refund from us whether during or after the reflection period may be subject to a further cancellation charge levied by your insurance intermediary. Any charges levied by your insurance intermediary will be in accordance with the terms and conditions agreed between you and them at the time you arranged this insurance.

In all circumstances the Certificate of Motor Insurance or an electronic declaration of surrender must be submitted to us when a policy is cancelled. Failure to return the Certificate of Motor Insurance or forward an electronic declaration of surrender is an offence under the Road Traffic Act and a prosecution may result.

The policy can only be cancelled from the date the Certificate of Motor Insurance or electronic declaration of surrender is received by us.

7. Total Losses

If as a result of a claim the **insured vehicle** is determined to be a total loss this policy will cease without refund of premium unless **you** change **your** vehicle to another that would normally be acceptable to **us**. In the event of the policy ceasing due to the **insured vehicle** being a total loss, and there being no replacement vehicle to insure or if there is a replacement vehicle to insure which is unacceptable **us**, all outstanding or overdue premiums must be paid immediately. **We** may at **our** discretion reduce the claims payment by the amount of outstanding or overdue premiums that **you** owe **us**.

8. Right of Recovery

- If under the laws of any country in which this insurance applies, **we** have to make payments which but for those laws would not be covered by this policy, **you** must repay the amounts to **us**.
- **You** or the person who caused the accident must also repay **us** any money **we** have to pay because of any agreement **we** have with the Motor Insurers' Bureau.

Any payment **we** make under this condition will prejudice **your** No Claim Discount and will also mean that there will be no entitlement to a return of premium if the policy is cancelled or declared void.

9. Car Sharing

This policy allows **you** to carry passengers for social or similar purposes and **your** receipt of a mileage allowance or a payment by a passenger towards the cost of fuel will not invalidate cover as long as:

- **you** do not make a profit from the car sharing arrangement, and
- **your** car is not adapted to carry more than eight people (including the driver) and
- **you** are not carrying passengers as customers of a passenger-carrying business.

Our Service Commitment

What to do if you have a complaint

We are dedicated to delivering a first class level of service to all of our policyholders. However, we accept that things can occasionally go wrong and would rather be told about any concerns you have so that we can take steps to make sure the service you receive meets your expectations in the future.

If a dispute regarding your policy or claim arises and cannot be resolved by reference to your insurance intermediary the following explains the procedures for resolving your complaint:

The resolution of complaints in relation to your policy (or any claim made under it) is delegated to our service providers in the United Kingdom, Markerstudy Limited. If you have a complaint, please contact our service providers at the address below:

Markerstudy Customer Relations
Markerstudy Limited
PO Box 727
Chesterfield
S40 9LH

Tel: 0844 874 0633
Email: complaints@markerstudy.com

When contacting Markerstudy Limited please provide:

- A policy number and/or claim number
- An outline of your complaint
- A contact telephone number

Our service providers will make every effort to resolve your complaint immediately. If they cannot resolve your complaint by the end of the next working day they will acknowledge your complaint within five working days of receipt and do their best to resolve the problem within four weeks by sending you a final response letter. If they are unable to do so, they will write to advise you of progress and will endeavour to resolve your complaint in full within the following four weeks. If they are still unable to provide you with a final response at this stage, they will write to you explaining why and advise when you can expect a final response. At this point you may refer your complaint to The Financial Ombudsman Service at the following address:

The Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London E14 9SR.

You have the right of referral within 6 months of the date of your final response letter.

Whilst we and our UK service providers are bound by the decision of the Financial Ombudsman Service, you are not. Following the complaints procedure above does not affect your right to take legal action.

Customer Feedback

If you have any suggestions or comments about our cover or the service we have provided please write to our UK service providers:

Operational Standards
Markerstudy Limited
PO Box 420
Tunbridge Wells
Kent
TN2 9LT

We always welcome feedback to enable us to improve our products and services.

Telephone Recording

For our joint protection telephone calls may be recorded and monitored by us.

Financial Services Compensation Scheme

Markerstudy Insurance Company Limited is a member of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from this scheme if we cannot meet our liabilities under this policy. Further information about the scheme is available on the FSCS website at www.fscs.org.uk or by writing to the FSCS at 7th Floor, Lloyd's Chambers, Portoken Street, London E1 8BN.

Your insurance intermediary

In the event that we are unable to continue to trade with your insurance intermediary because they have ceased to trade through bankruptcy or liquidation or in the event that their relevant FSA authorisation is revoked we reserve the right to pass your policy and all details on to another intermediary. If you do not wish this to happen then please put your request in writing to us.

Data Protection and Sharing Information with other organisations

Data Protection

We are governed by the Data Protection legislation applicable in both the United Kingdom and Gibraltar. Under this legislation we are required to tell you the following information. It explains how we may use your details and tells you about the systems we have in place that allow us to detect and prevent fraudulent applications and claims. The savings that we make help us to keep premiums and products competitive.

Insurance Administration

Information you supply may be used for the purposes of insurance administration by the insurer and its agent, by reinsurers and your intermediary. In assessing any claims made, insurers may undertake checks against publicly available information such as electoral roll, county court judgement, bankruptcy or repossessions. Information may also be shared with other insurers either directly or via those acting for the insurer such as loss adjusters or investigators.

Information on Products and Services

We may use the details you have provided to send you information about our other products and services or to carry out research. We may contact you by letter, telephone or e-mail. Please be reassured that we won't make your personal details available to any companies outside the Markerstudy Group to use for their own marketing purposes. If you would prefer not to receive information from us or those companies who participate in research on our behalf, simply write to the Data Protection Officer at Markerstudy Limited, Markerstudy House, 45 Westerham Road, Bessels Green, Sevenoaks, Kent, TN13 2QB.

Motor Insurance Database

Your policy details will be added to the Motor Insurance Database (MID), run by the Motor Insurers' Bureau (MIB). MID and the data stored on it may be used by certain statutory and/or authorised bodies including the Police, the DVLA, the DVLN, the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including:

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

If you are involved in an accident (in the UK or abroad), insurers and/or the MIB may search the MID to obtain relevant information.

Persons (including his or her appointed representatives) pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID.

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

Fraud Prevention, Detection and Claims History

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

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

- Help make decisions about the provision and administration of insurance, credit and related services for you and members of your household;
- Trace debtors or beneficiaries, recover debt, prevent fraud and to manage your accounts or insurance policies;
 - Check your identity to prevent money laundering, unless you furnish us with other satisfactory proof of identity (this may include requests for copy driving licences, utility bills and other documentation to establish the identity of any person applying for insurance).
- In addition we may undertake credit searches and conduct additional fraud searches.

Claims History

Insurers pass information to the Claims and Underwriting Exchange Register, run by Insurance Database Services Ltd (IDS Ltd) and the Motor Insurance Anti-Fraud and Theft Register, run by the Association of British Insurers (ABI). The aim is to help us to check information provided and also to prevent fraudulent claims. Under the conditions of your policy you must tell us about any Insurance related incidents (such as fire, water damage, theft or an accident) whether or not they give rise to a claim. When you tell us about an incident we will pass information relating to it to these databases. We may search these databases when you apply for insurance, in the event of any incident or claim, or at time of renewal to validate your claims history or that of any other person or property likely to be involved in the policy or claim.

Other Insurers

We may pass information about you and this policy to other insurance companies with which we either reinsure our business or who are dealing with a claim made under this policy. In addition, information may be passed to other insurance related organisations in common with industry practice. These companies may be located in countries outside the UK but within the European Economic Area ("EEA"). We may also share data with other group companies who may be located outside of the EEA.

Sensitive Data

In order to assess the terms of the insurance contract or administer claims which arise, we will need to collect data which the Data Protection Act defines as sensitive such as medical history or criminal convictions. We will not use this data except for the specific purpose for which you provide it and to provide the services described in your policy booklet.

On payment of a small fee you are entitled to receive a copy of the information we hold about you. If you have any questions, or you'd like to find out more about this notice you can write to the Data Protection Officer at Markerstudy Limited, Markerstudy House, 45 Westerham Road, Bessels Green, Sevenoaks, Kent, TN13 2QB.

Additional Benefits

The following additional benefit has been arranged by Infinity Agency Limited on your behalf and forms part of your Infinity Motor insurance package. This additional benefit is arranged with a separate provider and does not form part of the cover provided by Markerstudy Insurance Company Limited.

UK and European Breakdown Assistance Cover

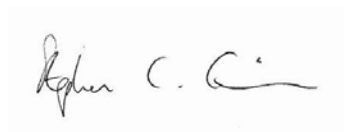
This is your Breakdown Assistance policy underwritten by Service Insurance Company Limited. It is only valid if bought in conjunction with the separate Specialist Motor Insurance policy administered by Infinity Agency Limited which is issued in your name. Cover under this Breakdown Assistance policy will cease when the Specialist Motor Insurance policy administered by Infinity Agency Limited expires or is cancelled.

The Rescue Service

THE RESCUE SERVICE PROVIDES THE FOLLOWING BREAKDOWN AND RECOVERY SERVICES STATED IN THIS POLICY FROM MIDNIGHT ON THE DAY WE RECEIVE YOUR PREMIUM/VALIDATION OF PAYMENT, FOR A PERIOD OF 12 MONTHS.

Please take time to read all of this important Policy Document which states your policy cover, and the full Terms and Conditions of this insurance cover.

The benefits under The Rescue Service policy are underwritten by Service Insurance Company Ltd, 1st Floor, Grand Ocean Plaza, Ocean Village, Gibraltar. Service Insurance Company Ltd is licensed by the Financial Services Commission in Gibraltar to carry out insurance business under the Financial Services (Insurance Companies) Act. Service Underwriting, a trading name of Service Underwriting Agency Ltd, act as an administrator of Service Insurance Company Ltd in the United Kingdom. Registered in England and Wales under company number 5044350. Registered Office: Eridge House, Linden Close, Tunbridge Wells, Kent, TN4 8HH. Authorised and regulated by the Financial Services Authority.



S Quinn, for Service Insurance Company Limited

**DEFINITION OF WORDS AND PHRASES USED IN THIS BREAKDOWN ASSISTANCE POLICY DOCUMENT
shown in bold throughout the policy**

Eligible Vehicles	Refer to the section entitled ELIGIBLE VEHICLES which states acceptable criteria
Europe	The member countries of the European Union, Andorra, Gibraltar, Iceland, Liechtenstein, Monaco, Norway, San Marino and Switzerland.
Insured Incident	Mechanical or electrical breakdown which immediately renders the vehicle immobile and damage which is caused by accident, vandalism, theft or attempted theft, flat battery, or accidental damage to tyres occurring during the period of insurance within the UK and Europe . In the case of keys locked within the vehicle, key breakage, lack of fuel, or the use of incorrect fuel, we will pay for the roadside assistance and local recovery if appropriate. You will be responsible for paying any costs such as lock replacement, new keys, drainage of tank, disposal of incorrect fuel and any replacement fuel. We do not cover undamaged tyres that have been allowed to run flat or which are below the legal tread limit. NOTE: only THREE incidents are covered under this policy. Refer to the General Conditions.
Insured Vehicle/Your Vehicle	The vehicle(s) specified to us . You must inform us immediately of any new vehicle or change of vehicle, as cover will not apply to a vehicle not advised to us .
Period of Insurance	The 12 month period for which we have accepted your premium and agreed to cover you .
Policyholder/You	The person named on this policy who paid the premium to take out this policy cover.
Trip	A journey abroad in the insured vehicle , to the countries of Europe , not exceeding 90 consecutive days during the period of insurance that you have paid a premium for, commencing and ending in the United Kingdom .
UK/United Kingdom	Great Britain, Northern Ireland, Channel Islands and the Isle of Man.
We/Our/Us	The Rescue Service Limited which provides services on behalf of Service Underwriting
You/Your/Insured Person	The policyholder , and each driver or other occupant of the insured vehicle (other than a hitch-hiker) who is authorised by the policyholder .
Your Representative	Anyone acting with your authority.

TERMS AND CONDITIONS OF YOUR BREAKDOWN ASSISTANCE COVER

This policy shall be governed by the law which applies in the part of the **United Kingdom** in which **you** live, unless otherwise agreed by **you** and **us** before this policy starts.

PART A - COVER IN THE UNITED KINGDOM

Section 1 ROADSIDE ASSISTANCE AND NATIONWIDE RECOVERY SERVICE (UK only)

- I. In the event of an **insured incident**, **we** will attend and try and rectify the fault at the roadside sufficiently for the journey to be safely and legally continued.
- II. In circumstances where roadside repair of a minor fault is considered unsafe or inadvisable (e.g. motorways), the **insured vehicle** may be taken to a place of relative safety or to premises to facilitate repair.
- III. Assistance cannot be provided on commercial garage premises which are not **our** Agents premises.
- IV. The **insured vehicle** may be recovered from the scene of an accident only on the authority of the emergency services involved.
- V. If the fault or damage is major in nature, and in **our** opinion not capable of being remedied at the scene of the breakdown or locally the same day, the vehicle, contents, driver and up to 7 passengers will be transported to **your** destination. No further recoveries will be authorised.
- VI. Where it is in mutual interest of **you** and **us**, e.g. in lieu of a long distance recovery, and only with **our** joint agreement, a major fault may, alternatively, be repaired locally and **we** may pay for labour. **You** will be responsible for the costs of parts.
- VII. Vehicles found immobilised by theft or vandalism will be made roadworthy, if practicable, with **you** being responsible for the full cost of any workshop repair and collection of **your vehicle**. If repairs cannot be effected, **your vehicle** will be removed to **your** chosen destination.
- VIII. All **our** Agents are required by law to adhere to regulations on drivers' hours. If a recovery is needed this may result in the agent taking regular breaks or the need to operate a staged recovery where further agents are used to share the recovery.
- IX. In the event of a recovery **our** Agent will unload the vehicle in a safe and appropriate place close to **your** chosen destination. For example, **our** Agent will not unload a vehicle onto a private driveway if there is insufficient space or obstacles which could make this difficult.

WHAT IS NOT COVERED

- (i) The cost of spare parts, fuel, oil, keys or other materials required to repair the **insured vehicle**.
- (ii) The cost of any labour other than provided by **our** agent at the scene of the breakdown or accident.
- (iii) If **you** call **us** for assistance and **our** mechanic reports to **us** that it is evident **you** have not maintained **your vehicle** in a state fit to complete **your** intended journey, **you** will have to pay costs arising from **our** intervention.
- (iv) All things covered under **our** General Conditions and General Exclusions

Section 2 HOMECALL (UK only)

- (i) **We** will try and rectify the fault, failing which the **insured vehicle** will be recovered immediately to a nearby garage, for repair at **your** expense.
- (ii) **We** will not provide assistance for other than non-start faults.

WHAT IS NOT COVERED

- (i) All items excluded under Section 1 (Roadside Assistance and Nationwide Recovery Service in the UK)

Section 3 ALTERNATIVE TRAVEL OR ACCOMMODATION (UK only)

If **you** are more than 50 miles from home, and in **our** opinion repairs to **your vehicle** cannot be completed during the same day as the **insured incident** has been handled by **us**, and **you** agree to **your vehicle** being repaired locally rather than **us** arrange a recovery home, **we** will subject to availability EITHER;

- (i) Arrange and pay for the hire of a replacement car (to enable **you** to complete **your** journey whilst **your vehicle** is being repaired and return trip to collect **your** repaired vehicle) up to 1600cc, for a maximum of 48 hours with **you** being responsible for the petrol costs, as long as **you** are over 23 years of age; **OR**
- (ii) Pay the cost of alternative road or rail travel up to a maximum of £150; **OR**
- (iii) Pay up to a maximum of £100 per person for one nights bed and breakfast accommodation for **you** and **your** passengers at a hotel local to the repair garage, and up to £50 for reasonable public transport costs to get the driver to the garage the following day. **You** must submit a claim within 28 days for reimbursement of these costs, accompanied by relevant receipts.

Entitlement to hire a car must be taken up within two working days from the day of breakdown and is dependent on the hirer:

- Having a valid driving licence, and
- A valid credit card, and
- Being able to meet the requirements of the hire car supplier, as they may have age restrictions.

You will be responsible for any collision damage waiver, any necessary drop-off charges, and damage to the replacement hire car and any excess imposed by the hire car provider.

Section 4 MESSAGE RELAY (UK only)

If **you** make a claim under Section 1 (Roadside Assistance and Nationwide Recovery Service in the UK), **we** will relay messages to family, friends or business associates within the **United Kingdom** to advise of **your** travel delay.

Section 5 ALTERNATIVE DRIVER (UK only)

If following a road traffic accident in the course of a journey in the **insured vehicle** in the **United Kingdom** and the only driver is declared medically unfit to drive, **we** may EITHER:

- Pay the additional cost of returning the **insured vehicle** and passengers to **your** home address in the **United Kingdom**;
- OR**
- Provide a qualified driver to drive the **insured vehicle** and passengers back to **your** home address

This is subject to there being no other **insured person** who is qualified and competent to drive **your vehicle** at that time.

Section 6 ACCIDENT HOSPITALISATION (UK only)

If **you** are hospitalised more than 50 miles from **your** home as a result of a road traffic accident happening in the course of a journey in the **insured vehicle** within the **United Kingdom**, and **you** are expected to remain in hospital as an in-patient for more than 48 hours, **we** will:

- (i) pay transport costs up to £250 for members of **your** immediate family to visit **you** in hospital;
- (ii) pay up to £200 per person for two nights Bed and Breakfast accommodation near to hospital where **you** are a patient so that two members of **your** immediate family can visit **you**, up to a maximum of £1000 in total;
- (iii) arrange and pay all necessary costs for **your** medical transfer, when agreed as appropriate by the doctor treating **you**, to **your** home or to a hospital near **you**.

PART B – COVER IN EUROPE

Section 7 COVER PRIOR TO YOUR TRIP

If the **insured vehicle** is subject to an **insured incident** during the seven days immediately prior to **your** pre-arranged date of departure on a **trip**, and the **insured vehicle** cannot be repaired or is not recovered prior to the date of departure, **we** will pay up to £750 in total under this policy to enable **you** to continue **your** planned **trip**. **We** will pay for EITHER;

- the hire of an equivalent vehicle, where available, for the purpose for carrying out the original planned **trip**, OR
- the additional cost of rebooking any sea crossing missed as a result of the incident giving rise to a claim (or, where the original route is unavailable, the nearest suitable alternative sea crossing.)

You must contact us as soon as **you** are aware that **your vehicle** is unavailable for the **trip**; and **you** must obtain **our** prior approval before the hire of a replacement vehicle.

To make a claim under this section it is essential that **you** obtain a letter from a garage for **us** confirming:-

- the regular maintenance and service of **your vehicle**;
- precise details of the breakdown and damage;
- breakdown, when occurring, was sudden and unforeseen;
- that the repairs cannot be effected before the date planned for **your trip**.

We will NOT pay for:

- (i) any claim where **your trip** is planned to exceed 90 days;
- (ii) any claim resulting from breakdown if **you** have purchased cover less than TEN days before the planned date of **your trip**;
- (iii) any claim when actual or imminent breakdown of **your vehicle** is discovered or diagnosed in the course of a service carried out less than seven days prior to **your** planned date of departure;
- (iv) the hire costs of a replacement vehicle unless **we** gave **our** prior approval before **you** entered into the hire agreement;
- (v) the cost of fuel and oil used in any replacement/hire vehicle;
- (vi) the cost of any Personal Accident Insurance or other benefit not specifically covered by this section;
- (vii) fines, parking charges, or congestion charges arising from use of the replacement/hire vehicle.

Section 8 ROADSIDE ASSISTANCE

If the **insured vehicle** is immobilised during a **trip** as a result of an **insured incident**, **we** will arrange and pay up to a maximum of £250 for roadside assistance, and if necessary, transport the **insured person** and **insured vehicle** to the nearest suitable repairer.

We will not pay for;

- (i) the cost of replacement parts or other materials;
- (ii) any vehicle hired to the **insured person** prior to commencement of **trip**;
- (iii) any winching costs or the use of specialist off-highway-recovery equipment.

Section 9 REPLACEMENT PARTS

In the event of replacement parts not being available locally during **your trip**, **we** will attempt to obtain the parts elsewhere and pay all freight charges involved in despatching them to the location of the **insured vehicle**. **We** must advise the following;

- (i) **We** will attempt to provide the replacement parts required but **we** can give no guarantee that they will be available.
- (ii) **We** will pay for the cost of transportation and location of the replacement parts.
- (iii) The actual cost of the parts and the Customs Duty must be repaid to **us** on **your** return to the country of departure.
- (iv) When **you** are invoiced for a surcharge subject to the return of the old unit or part, **you** must return the defective part at **your** own expense to the supplier.
- (v) If **you** place a firm order for a replacement part(s) and these are not subsequently required, or **you** do not want their arrival, **you** will be responsible for the cost of such parts, including all forwarding charges arising from their return.

Section 10 VEHICLE OUT OF USE DURING YOUR TRIP

Please note that it is not always possible to provide automatic hire vehicles or accessories such as bike racks, luggage racks or tow bars.

If the **insured vehicle** cannot be used as a result of an **insured incident** occurring during **your trip**, and is out of use for more than eight hours, **we** will EITHER:

- Pay up to £1,000 for the additional cost of transporting **you** and up to 7 passengers and **your** luggage to **your** destination or return journey home by public transport,
- OR
- Pay up to £1,000 for hire of an equivalent replacement vehicle, where applicable, whilst the **insured vehicle** remains out of use, this includes the rental charge collision damage waiver and any necessary drop-off charges. (**We** are not responsible if **you** do not meet the requirements of the hire vehicle supplier),
- OR
- Pay up to £125 per **Insured person** for the cost of overnight hotel bed and breakfast accommodation whilst **you** await the completion of repairs on the **insured vehicle**, the maximum amount payable under this Policy will be £1,000.

We will pay the cost of emergency repairs to secure the vehicle in the event that it is damaged by theft or break in, up to a maximum of £175 (a Police report will be required to verify **your** claim).

We will pay the cost of necessary telephone calls up to a maximum of £15.

We will NOT pay for:

- (i) a vehicle hired to **you** prior to the commencement of a **trip**;
- (ii) the cost of fuel and oil in any replacement vehicle;
- (iii) the cost of any Personal Accident insurance offered by the replacement hirers;
- (iv) the cost of fines, parking charges or congestion charges arising from the use of a replacement vehicle.

Section 11 ALTERNATIVE DRIVER

In the event of the **insured person** being declared medically unfit to drive the **insured vehicle** because of illness or injury in the course of a **trip** OR having to return home for what **we** agree is a serious or urgent reason and there being no other **insured person** qualified and competent to drive, **we** will EITHER:

- pay the additional cost of returning the **insured vehicle** to the home address in the **United Kingdom**,
- OR
- **We** may choose to provide a qualified driver to drive back the **insured vehicle** and passengers.

Section 12 REPATRIATION

If the **insured vehicle**, following an **insured incident** is rendered unusable during a **trip**, and it is apparent that repairs can only be carried out in the **United Kingdom**, **we** will pay for:

- (i) The cost of transporting **you**, with **your** hand luggage and valuables, to **your** home address in the **United Kingdom** if the **insured vehicle** has not been repaired or, in the event of a theft, has not been recovered in a road worthy condition at the intended time of **your** return home. The method of transport used will be at **our** discretion.
- (ii) The cost of transporting **your** personal possessions, other than hand luggage and valuables, to **your** home address either together with or separately from the **insured vehicle**;
- (iii) The cost of transporting the **insured vehicle** to **your** home address in the **United Kingdom** (including garage storage costs and costs of transportation and delivery including additional shipping costs), if repairs cannot be carried out abroad or the **insured vehicle** if stolen, has not been recovered in a roadworthy condition, by **your** intended time of return home,

OR

- (iv) Pay for the cost of one person to travel to the location of the **insured vehicle** by public transport to drive the repaired vehicle to **your** home address in the **United Kingdom**, only where prior agreement is made with **us**. Such costs must not be more than an economy class airfare plus miscellaneous additional expenses, not exceeding £150 in total.

We will NOT pay:

- Unless it is confirmed to **us** that when the **insured vehicle** is repatriated to the **United Kingdom**, that steps have been taken for the necessary repairs to be actioned;
- More than the market value of the **insured vehicle** in the **United Kingdom** under this Section;
- For any vehicle hired to the **insured person** prior to the commencement of the **trip**.

Section 13 CUSTOMS REGULATIONS

As a result of an **insured incident** occurring outside the **United Kingdom** and during a **trip**, **we** will:

- (i) if the **insured vehicle** is beyond economic repair **we** may arrange for the **insured vehicle** to be disposed of under Customs supervision in the country where the **insured vehicle** is situated, and **we** will deal with the necessary Customs formalities;
- (ii) pay for any liability for duty claimed if due to circumstances outside **your** control the **insured vehicle** is not taken permanently out of the foreign country within a limited time after import or there is any breach or non-observance of the import conditions which permit import for a limited time without payment of duty.

We will NOT pay for the cost of any other import duties imposed by Customs.

Section 14 MAKING A CLAIM ON RETURN FROM YOUR TRIP

Firstly, check this Policy and the appropriate Section to make sure that what **you** are going to claim for is covered, then:

- contact **us** on the appropriate telephone number. **You** may be asked to complete a claim form;
- all claims must be submitted within 28 days of **your** return from **your trip**, accompanied by the completed claim form, original Invoices, receipts, reports etc;
- retain copies of all documents that **you** submit to **us**;
- **we** may appoint claims handling agents to facilitate the prompt handling of **your** claim.

ELIGIBLE VEHICLES APPLIES TO PARTS A AND B

The insured vehicle must comply with the following Eligible Vehicle conditions, and fit the stated criteria for policy cover to operate:

- (i) Vehicles and any accompanying caravan or trailer must be registered as owned by you, or a member of your household and kept at your address.
- (ii) Vehicles must be under 22 years old when the policy is first accepted by us or renewed by us.
- (iii) Vehicles must be registered in the United Kingdom.
- (iv) Private Cars, light vans, motorcycles, estate cars, vehicles with up to 7 passenger seats, motor caravans, and 4x4 utility vehicles are acceptable and must not exceed (including any load carried) 3500kg in weight, 7 metres in length, 3 metres in height, and 2.5 metres in width.
- (v) Services will NOT be provided under this policy for your vehicle unless the registration number is held by us. Any new vehicle or change of vehicle must be notified to us without delay.
- (vi) Prior to acceptance by us, a vehicle must be in a proper roadworthy condition, should conform to all statutory regulations, including, if appropriate, having an MOT certificate, and should be so maintained throughout the period of cover. If in our opinion the vehicle was unroadworthy or broken down prior to the start date of this policy then the vehicle is NOT covered by the policy. If the vehicle needs to be towed it must display a valid road tax disc.
- (vii) Motorcycles.
Limited roadside assistance will be attempted, failing which the motorcycle will be recovered to an acceptable destination.
- (viii) Caravans/trailers.
Cover extends to an accompanying caravan or trailer. Caravans should not exceed 23ft (7.01 metres) in overall length and should be fitted with 50mm ball couplings.

GENERAL CONDITIONS APPLIES TO PARTS A AND B

- (i) **You** must comply with the terms and conditions of this policy before any claim will be paid.
- (ii) **You** must declare to **us** all facts which are likely to affect this insurance policy, as failure to do so may prejudice **your** entitlement to make a claim.
- (iii) If **you** have made a false declaration on application for this insurance policy, or furnished incorrect information when requesting assistance **you** will be liable for all costs incurred by **us** resulting from false declaration or incorrect information and may be subject to legal action. The policy shall become void and the premium paid forfeited, and any benefits paid under this policy must be repaid to **us**.
- (iv) If **we** are called out THREE times in any one **period of insurance**, any subsequent incidents are NOT covered by this policy, and if assistance is requested **we** will provide only on the basis that **you** pay for the costs.
- (v) **You** must contact **us** without delay or in cases of accident with the minimum delay, even if deferred attention is required, to make a claim under this policy. **We** will not accept liability for expenses incurred without **our** prior knowledge or consent and **our** control room must be contacted when an incident arises that maybe the subject of a claim.
- (vi) **You** must take all reasonable precautions to prevent or minimise the risk of any loss, damage, or breakdown covered under this policy and must take all steps necessary to expedite the completion of repairs.
- (vii) At the time of a claim, at **our** request **you** must provide evidence of proper servicing of **your vehicle**.
- (viii) The transportation of pets will be at the discretion of the recovery operator. Alternative transport can be arranged but **you** will need to pay for this service immediately by credit or debit card.
- (ix) A garage or specialist undertaking work on **your** instructions and which is not specifically covered under this insurance will be acting as **your** agent for such repair work. **We** will not be responsible for the repair work provided by the garage or specialist.
- (x) If the vehicle is in a position where it cannot be worked upon or towed, the wheels have been removed or where more than one tyre has been vandalised or where specialist equipment is required for its recovery, **we** can arrange to rectify this but **you** will be responsible for any costs involved.
- (xi) **You** will be required to reimburse **us** within 7 days of **our** request to **you**, any costs or expenses **we** may have paid out on **your** behalf which are not covered by the terms of this insurance.
- (xii) **You** or **your representative** should be present to ensure **we** have the necessary access to **your vehicle**. **Your representative** is deemed to have permission from **you** to authorise necessary repair or other work, at **your** expense.
- (xiii) If **you** are covered for services by any other insurance policy or can claim against a third party, **you** must inform **us**. **We** may ask **you** to exercise rights under any policy or against any other third party and pay **us** any sums of money so recovered, to offset **our** costs.
- (xiv) In the event of any disagreement of any amount due to be paid under this insurance or any other dispute to this insurance, the matter will be referred to an arbitrator that **we** have agreed to.
- (xv) **You** have fourteen days to decide whether to proceed with the purchase of this insurance policy, and if **you** are not satisfied with this policy for any reason **we** will allow a full refund of premium if **you** have not made a claim. Return this policy to **us** within fourteen days with **your** written request.
- (xvi) **You** may cancel this policy at any time, subject to **you** giving notice in writing. No refund of premium is due, and the cancellation will be effective from the date **we** receive **your** written request..
- (xvii) If excessive use of the service has occurred e.g. through failure to seek permanent repair, following any temporary repair effected by an agent, or due to lack of routine maintenance, **we** may cancel the policy by sending 7 days notice by recorded delivery to **your** last known address.
- (xviii) If **your trip** is planned to exceed the number of days for which **we** offer insurance, then NO cover at all shall apply in respect of that particular **trip** and **you** will have to make alternative insurance arrangements.

GENERAL EXCLUSIONS APPLIES TO PART A AND B

We will NOT be liable for:

- (i) The cost of any service provided outside of the **period of insurance**, or where the relevant premium has not been received.
- (ii) Vehicles not registered with **us**.
- (iii) The cost of all parts, supplies used or provided to **you** or for **your vehicle** including the cost of supplying and fitting windscreens, labour incurred in the removal and disposal of contaminated or incorrectly mixed fuel, and storage charges.
- (iv) Having the **insured vehicle** stored or guarded in the drivers absence.
- (v) Major repairs, servicing or reassembly, including but not limited to repairing faulty brakes, steering, suspension, previous inadequate repairs or Do-It-Yourself work OR where **your vehicle** has not been maintained and operated in accordance with the manufacturers recommendations.
- (vi) **We** will not transport horses, livestock, birds or fish.
- (vii) Where service cannot be effected because the vehicle including any towed trailer or caravan does not carry a serviceable spare wheel, manufacturers tyre repair kit, appropriate jack or where the locking mechanisms for the wheels are not immediately available to remove the wheels.
- (viii) The cost including any call-out of any body-glass or tyre specialist, should **we** consider this to be required. **We** will endeavour to arrange this help on **your** behalf, however **we** will not pay for these specialist services and any contact for such services provided between **you** and the relevant specialist. If in **our** reasonable opinion the **insured vehicle** requires recovery to such a specialist to be mobilized, **we** will arrange but at **your** cost.
- (ix) Any fines, penalties, tolls, unclamping charges incurred by **you** or **us**, due to **your vehicle** being immobilised in tunnels, or elevated highways, or in restricted parking areas.
- (x) Recovery if it would be dangerous or illegal for **us** to load or transport **your vehicle**.
- (xi) The repair or recovery of the **insured vehicle** if it broke down at the premises of a motor trader.
- (xii) Any specialist costs in bringing **your vehicle** into a position where **we** can try to repair it or transport it. For example costs or the use of specialist off-highway recovery equipment used to move a vehicle which has left the highway or is overturned or is without wheels.
- (xiii) The full cost of **our** attendance, if having called **us**, **you** effect repair or recovery by employing anyone else prior to the arrival of **us**. However if having called for assistance, **you** manage to mobilise the vehicle, the cost or unnecessary attendance may be waived provided **you** immediately contact **us**.
- (xiv) Breakdown services for vehicles engaged in sporting events, including racing, pacemaking, speed testing, off-road rallies, trials and all other track-based activities.
- (xv) Breakdown services for vehicles engaged in, and used for, hire or reward purposes.
- (xvi) Service if **you** already owe **us** money.
- (xvii) Any damage to **your vehicle** or its contents (personal effects) whilst being recovered, stored or repaired.
- (xviii) Services to vehicle temporarily immobilised by floods, snow affected roads, sand or mud, or situated in areas where **we** have no rights of access or on Motor Trade premises.
- (xix) Long distance transport of the **insured vehicle** to the premises where the **insured vehicle** was purchased or previously repaired solely to claim under a warranty scheme when a suitable alternative repairer is nearer.
- (xx) The cost of taking the vehicle and its passengers to more than one address after any one breakdown.
- (xxi) No responsibility will be accepted for assistance not arranged by **us**.
- (xxii) Accommodation or incidental expenses (e.g. rail, taxi or ferry charges) incurred by **you** or **your** passengers, and including any ferry charges incurred by **us** in attending or recovering **your vehicle**. This includes cases where a vehicle is recovered unaccompanied.
- (xxiii) Any policy cover, loss or expense of whatsoever nature directly or indirectly caused by the result of war, invasion, act or foreign enemy, act or 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 or any government or public authority.
- (xxiv) Any policy cover, loss or expense whatsoever resulting from earthquake, fire, lightening, explosion, flood, ionising radiation or contamination from any nuclear fuel/waste, and the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear assembly, or nuclear part of that assembly.

IN THE EVENT OF A COMPLAINT CONCERNING YOUR BREAKDOWN ASSISTANCE POLICY

The Rescue Service and Service Insurance Company Limited aim to provide a standard of service that will leave no cause for complaint. However if **you** are dissatisfied with the service **we** have provided please contact The Complaints Department at The Rescue Service on 0113 220 3969.

If you are still dissatisfied with the service, then please write to the Managing Director, The Rescue Service Limited, First Floor, 4, Turnberry Park Road, Gildersmore, Leeds, LS27 7LE.

The Rescue Service are authorised to issue a final response to **your** complaint but where appropriate the final response may be issued by the insurer, Service Insurance Company Limited.

Should **you** remain dissatisfied having received a final response, **you** may be able to take **your** complaint to The Financial Ombudsman Service (FOS) if it is appropriate in the circumstances of **your** complaint. Their address is, The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR. (This does not affect your rights to take legal action if necessary).

Doc REF: TRS_INFY_POL_010213

Numbers to Call

Had an Accident?

We're here to get you back on the road.

The procedure outlined below must be followed for all accidents, regardless of who is responsible. Even if you do not intend to make a claim for the damage to your vehicle you must still report the accident to us.

Delay in notification may invalidate your right to claim.

At the roadside?

Call 0845 266 8846

To obtain immediate assistance at the roadside call our Roadside Priority Claims Helpline on 0845 266 8846

Our UK based, experienced advisors will take initial claim details and discuss recovery of your vehicle.

Unable to call from the roadside?

Call 0800 435425

If you are unable to call from the roadside you must call our 24 hour Claims Helpline on 0800 435425 as soon as it is safe to do so.

Accident abroad?

Call 0044 (0)1246 223839

Please call within 24 hours of the accident, but ideally within 1 hour.

Calling us straightaway provides you with benefits which may include the following (dependant on the level of policy cover you have):

- FREE courtesy vehicle/hire car while your vehicle is being repaired.
- Windscreen repair/replacement.
- FREE collection and re-delivery.
- FREE vehicle cleaning service.
- Repairers' work guaranteed for three years.

Does the accident involve a third party?

If you are calling from the roadside we may ask to speak to the third party, or ask you to request them to contact us on 0844 873 8189 within 1 hour.

The third party may be entitled to a number of services free of charge (dependant on fault).

Numbers to Call (continued)

Breakdown assistance cover

NEED HELP?

HERE'S WHAT TO DO BEFORE CALLING FOR ASSISTANCE

- CHECK THAT YOU HAVE YOUR POLICYNUMBER AND YOUR RETURN TELEPHONE NUMBER INCLUDING THE AREA CODE YOU ARE CALLING FROM
- HAVE YOUR VEHICLE REGISTRATION NUMBER, MAKE, MODEL & COLOUR
- HAVE DETAILS OF THE NATURE OF THE BREAKDOWN
- YOUR EXACT LOCATION INCLUDING ROAD NUMBERS OR NAMES, LANDMARKS AND POSTCODE IF KNOWN (AS ACCURATE AS YOU ARE ABLE IN THE CIRCUMSTANCES)
- THE NUMBER OF PEOPLE WITH YOU
- WHETHER THERE ARE ANY SPECIAL REQUIREMENTS FOR US TO CONSIDER E.G. DISABLED DRIVER OR PASSENGER

PLEASE REMEMBER TO GUARD YOUR SAFETY AT ALL TIMES, BUT REMAIN WITH OR NEARBY YOUR VEHICLE UNTIL OUR RECOVERY OPERATOR ARRIVES. ONCE OUR RECOVERY OPERATOR ARRIVES AT THE SCENE PLEASE BE GUIDED BY THEIR SAFETY ADVICE.

PLEASE NOTE THAT THIS IS NOT A MAINTENANCE POLICY AND THEREFORE DOES NOT COVER THE COST OF PARTS OR THE COST OF NON-EMERGENCY REPAIR WORK.

Car broken down in the UK?

Call the Rescue Service on 0333 240 6444

Car broken down abroad?

Call the Rescue Service on 0044 113 318 8002

All correspondence should be addressed to the insurance intermediary who arranged cover for you, alternatively you can write to:
Infinity Motor Insurance, c/o Markerstudy Limited, Markerstudy House, 45 Westerham Road, Bessels Green, Sevenoaks, Kent, TN13 2QB.

Markerstudy Limited is an appointed service provider to but is not an agent of Markerstudy Insurance Company Limited.

Markerstudy Limited is registered in England & Wales No. 03969511 and authorised and regulated by the Financial Services Authority (FSA Register No 312214).

Markerstudy Insurance Company Limited, 846-848, Europort, Gibraltar
www.markerstudy.com

Markerstudy Insurance Company Limited is regulated by the Gibraltar Financial Services Commission and subject to a limited regulation by the Financial Services Authority in respect of underwriting insurance business in the UK (FSA Register Number 206322).