

# 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](http://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](http://www.insurancefraudbureau.org/report)

**24/7  
Claims Line  
0844 888 7360**

# **Kinetic Professional Policy Booklet**

July 2012

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## **Introduction**

The contract of motor insurance is between you and the insurer detailed on your certificate and schedule. The contract is based on the proposal or statement declaration you provided.

You should read this document along with the insurance certificate, schedule and renewal notices - please note that these may be printed on both sides.

So that you understand what you are covered for, please read this booklet, the schedule and certificate carefully. You should pay special attention to the general exclusions, the general conditions and any endorsements.

This document, the certificate of motor insurance and the schedule constitute a legally binding contract of insurance between the insured and the insurer. You are insured under the terms, conditions, and exceptions contained in this booklet or of any endorsements that apply to this booklet. You are insured for any liability, loss or damage that occurs during any period of insurance for which you have paid, or agreed to pay a premium.

Unless we have agreed otherwise with you, this insurance is governed by English law.

**On your schedule there may be endorsements printed which alter your insurance cover. Please read these carefully.**

An endorsement only applies if it is printed on your insurance schedule.

If an endorsement is followed by a registration number this will refer to that vehicle only, if it does not specify a registration then the endorsement will apply to all vehicles on the policy.

If an endorsement number is followed by a person's name, or a type of person, the specified endorsement applies only to that person or type of person.

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## **Definitions**

**The Certificate of Motor Insurance** This is a document which is legal evidence of your insurance. It is part of the contract of insurance and you must read it in conjunction with the schedule, any endorsements and this policy booklet. It shows who may drive your vehicle, what they may use your vehicle for, and the period of cover. It also shows which vehicles are insured.

**Conditions** These describe the responsibilities and procedures that you must follow.

**Contract of Motor Insurance** This is made up of the signed proposal form or statement declaration, this booklet, the schedule, the certificate of motor insurance, and any endorsements.

**Endorsement(s)** These alter your insurance cover.

**Exceptions** These describe what this insurance does not cover.

**Excess** This is an amount you have to pay towards each claim you make under this insurance irrespective of blame.

**Period of Insurance** This is the period of time covered by this insurance.

**Personal belongings** Property in the vehicle which you wear or use in everyday life which belongs to you or anyone travelling in your vehicle.

**Schedule** The document that shows the vehicles which are insured and the cover which applies. You should read it with this booklet and the certificate of insurance.

**United Kingdom** This means England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands. It also includes travelling by sea, air or rail between these places.

**We / Us** The Insurance company detailed on your insurance certificate.

**You / Your** The person named as 'the insured' in the schedule, or as 'the policyholder' in any certificate of motor insurance or renewal notice that applies to this insurance.

**Your vehicle** Any vehicle shown in the schedule or described in the current certificate of motor insurance.

**Computer system** Any computer, data processing equipment media or part thereof, or system of data storage and retrieval, or communications systems network, protocol or part thereof, or storage device, microchip, integrated circuit, real time clock system or similar device or any computer software (including but not limited to application software, operating systems, runtime environments or compilers), firmware or microcode.

**Theft** Theft, attempted theft, or the taking away of the insured vehicle without your consent.

**Fire** Fire, lightning, explosion or self-ignition.

**Road Traffic Act** Legislation which includes details of the minimum cover for which the motor insurance is required in the United Kingdom.

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#### Types of Cover

Type of Cover	Refer to sections shown for relevant cover	
Comprehensive	(Comp)	All Sections
Accidental Damage, Fire & Theft	(ADF&T)	Sections One, Two, Three, Four, Eight, Nine, Ten, Eleven
Third Party Fire & Theft	(TPF&T)	Sections One, Three, Eight, Nine, Ten, Eleven
Third Party Only	(TPO)	Sections One, Eight, Eleven
Fire, Theft & Accidental Damage	(FT&AD)	Sections Two, Three
Fire & Theft Only	(F&T)	Section Three only

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#### Excesses

If an excess is shown in the schedule or on any endorsement that applies to this insurance, you will have to pay that amount for each claim made on your policy.

If more than one excess applies then they are cumulative.

#### Section One - Liability to Others

**A Your Liability to Other People** We will insure you for all amounts you may be legally liable for in respect of:

- Death of or bodily injury to other people, or
- Damage to their property, up to a limit of £20,000,000 for any one claim or claims resulting from one incident arising from any accident involving the use within the Countries permitted under this insurance, as specified in your Certificate of Motor Insurance, of any vehicle which your Certificate of Motor Insurance permits you to drive or use.

**B Other Persons Liability** We will insure the following people for liabilities to others in the same way as you are insured:

- Any person you allow to use the vehicle as long as your certificate of motor insurance says they can.
- Any person who causes an accident while they are travelling in or getting into or out of the insured vehicle.
- If your certificate of motor insurance allows business use, your employer or business partner while you are using a vehicle for that employer or partner, but not while using a vehicle provided by the employer or partner unless that vehicle is shown in the schedule.

- If anyone covered by this insurance dies, we will cover their legal representative to deal with any claims made against that person's estate.

**C Emergency Medical Treatment** We will pay for emergency medical treatment after an accident involving any vehicle which this insurance covers. The Road Traffic Act says we must provide this cover. If this is the only payment we make it will not affect your no claims bonus.

By law the person who owns the vehicle must pay the cost of emergency treatment. They should pass the bill for emergency treatment to us straight away along with full details.

**D Right of Recovery** If the law of any country in which this Motor Insurance Policy operates obliges us to pay a claim which we would not otherwise have paid, we reserve the right to recover this amount from you or from the person who incurred the liability.

**E Legal Fees and Expenses** If we agree in writing we will pay, subject to a maximum of £5,000,000, for the following legal fees if they arise from a claim caused by an accident that is covered under this insurance.

- Solicitor's fee for representing anyone we insure at a court of summary jurisdiction, fatal accident enquiry or coroner's inquest.
- All legal costs and expenses.
- The reasonable costs of legal services we arrange for defending an insured person against a charge of manslaughter or causing death by dangerous driving.

**F Towing** We will insure you while your vehicle is towing a caravan, trailer or disabled mechanically propelled vehicle while attached to the insured vehicle or accidentally detached from the insured vehicle during the course of a journey.

**Exceptions to sub-section F**

We will not be liable:

- If you are being paid to tow caravans, trailers or disabled mechanically propelled vehicles
- If you are towing more than one caravan, trailer or disabled mechanically propelled vehicle at the same time
- If the caravan, trailer or disabled mechanically propelled vehicle is not properly attached to your vehicle by equipment made for the purpose
- For loss of or damage to caravans, trailers or disabled mechanically propelled vehicles or anything carried in or on them

**G Driving Other Cars** If your certificate of motor insurance permits, we will also cover you while you are driving any private motor car that you do not own and have not hired under a hire purchase or leasing agreement. This cover will be Third Party Only.

**Exceptions to sub-section G**

We will not be liable for:

- Anyone who does not have a driving licence
- Anyone who is disqualified from driving
- Anyone who does not meet the conditions and limitations of their driving licence
- Anyone who does not meet all the conditions of this insurance
- Anyone who is covered by another insurance
- Anyone who is excluded from driving or using your vehicle by an endorsement, exception or condition
- Loss of or damage to any property belonging to (or in the care of) any driver or passenger who is making a claim under this section
- Death or bodily injury to the person in charge of the vehicle
- Liability beyond the minimum requirements of the Road Traffic Acts for loss of or damage to any car or property belonging to, or in the care of, anyone entitled to claim protection under this insurance

Sub-section G of Section One of your insurance does not apply:

- If you do not have the owner's permission to drive the car
- For loss of or damage to any car or motorcycle you may be driving

- For any event which happens outside the United Kingdom
- If you are covered by any other insurance to drive the car
- If the vehicle shown in the schedule is no longer yours, it has been damaged beyond economical repair or it has been stolen and you have not got it back.
- To vans, commercial vehicles, mopeds and motorcycles.
- For use to release an insured vehicle if it has been seized by, or on behalf of, any government or public authority.

**Exceptions to Section One**

This section of your insurance does not cover:

- Anyone who does not have a driving licence.
- Anyone who is disqualified from driving.
- Anyone who does not meet the conditions and limitations of their driving licence.
- Anyone who does not meet all the conditions of this insurance.
- Anyone who is covered by another insurance.
- Anyone who is excluded from driving or using the vehicle by an endorsement, exception or condition.
- Loss of or damage to any property belonging to (or in the care of) any driver or passenger who is making a claim under this section.
- Death or bodily injury to the person in charge of the vehicle.
- Liability beyond the minimum requirements of the Road Traffic Act for loss of or damage to any vehicle or property belonging to, (or in the care of), anyone entitled to claim protection under this insurance.
- Liability for the death of, or injury to any person arising out of their employment by any person insured under this policy except as required under the Road Traffic Act.

General Exceptions as shown on page10 also apply.

**Section Two - Cover for Accidental Damage**

**This cover only applies to the insured vehicle**

We will cover you for loss of or damage to the insured vehicle. This includes its accessories and spare parts if you keep these in or on your vehicle or in your garage.

If the car has been owned by you (or hired to you under a Hire Purchase Agreement) since new and during the period of one year from the date of its first registration it is either

- i. Lost by theft and not recovered within 28 days of the date on which the theft is first reported to us, or
- ii. Damaged to an extent greater than 50% of its list price (inclusive of tax) at the time of such damage,

we will, subject to your consent and that of other interested parties known to us, replace the car with a new one of the same manufacture and model subject to availability and thereafter the lost or damaged car shall be the property of the insurer.

**Section Three - Cover for Fire, Theft and Theft Damage**

**This cover only applies to the insured vehicle**

We will cover you for loss of or damage to the insured vehicle that is caused by:

- Fire, lightning, self-ignition or explosion
- Theft, attempted theft
- Taking the insured vehicle away without your permission

Accessories and spare parts are also covered under this section if you keep them in or on the insured vehicle or in your own private locked garage.

### **Exceptions to Sections Two and Three**

#### **We shall not be liable to pay for:**

- Loss or damage caused whilst the vehicle is being driven by anyone who has an alcohol or drug content in the blood/urine in excess of the legal limit
- Wear and tear, mechanical or electrical breakdown or computer failure
- Damage to tyres caused by bursts, cuts, punctures, or braking unless caused by an accident to the insured vehicle
- Damage to or Loss of televisions, phones, games consoles, electronic navigation, radar detection or other communication devices not permanently fitted to an insured vehicle and which was not part of the manufacturer's specification when the insured vehicle was first registered.
- Compensation for you not being able to use the insured vehicle, unless this is provided as an extra benefit by this insurance
- Loss from repossessing the insured vehicle and returning it to its rightful owner
- The value of your vehicle reducing as a result of damage, whether repaired or not
- Damage caused by frost in the cooling system, unless you have taken reasonable care to stop the damage happening as laid down by the vehicle manufacturer instructions
- Any excess that applies to this insurance.
- Loss or damage to the insured vehicle as a result of someone taking it by fraud or deception
- Loss of or damage to your vehicle or its contents by theft or attempted theft if you have not taken reasonable care to protect it
- Loss of or damage to your vehicle if it has been left unlocked or with the keys in it
- Loss of or damage to your Vehicle relating to theft, which has not been reported to the Police
- Loss or damage caused by any government, public or local authority legally taking, keeping or destroying an insured vehicle.

### **Section Four - Windscreen / Window Glass**

If you have comprehensive cover and windscreen cover is endorsed on your current insurance schedule, we will pay for the repair or replacement of the glass, windscreen or window, and for the repair to any scratching of the bodywork caused by the broken glass, so long as there has not been any other loss or damage to your car. If you have third party fire and theft cover, and windscreen cover is endorsed on your current insurance schedule, the maximum we will pay for the repair or replacement of the glass, windscreen or window, and for the repair to any scratching of the bodywork caused by the broken glass, is £150.

If this is the only damage you are claiming for, your no claims discount will not be affected. The windscreen / window glass excess shown on your current insurance schedule will not apply if the windscreen / window glass is repaired rather than replaced.

See current schedule for applicable windscreen / window glass excess and the certificate of insurance for approved repairer telephone number.

#### **Exceptions to Section Four**

If windscreen cover is not endorsed on your current insurance schedule it is NOT included. We will not pay for damaged sunroofs, roof panels, lights or reflectors, even if they are made of glass.

This insurance does not cover the first part of each claim (excess) if the windscreen/ window glass is replaced. Unless the windscreen is cracked, or shattered or the driver's vision is affected we will not pay extra for the work to be done outside normal hours.

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### **Section Five - Personal Accident Cover**

If you, your spouse or civil partner are under 75 years of age at the date of, and are physically injured in, an accident directly involving your vehicle or while you are inside, getting into or getting out of any motor vehicle that is not owned, leased or hired by you under a leasing or hire purchase agreement, we will pay £5,000 if any of the events shown below occur within three calendar months of the accident, as a sole and direct result of the injury:

- Death

- Physical disability which totally and permanently prevents you from doing any form of paid work
- Total and permanent loss of use of an arm or leg. Losing all or part of an arm or leg above the wrist or ankle
- Total and permanent blindness in one or both eyes

#### **Exceptions to Section Five**

We will not be liable for any intentional self-injury or suicide or any injury arising wholly or in part from natural disease or weakness in any form, or from the claimant being under the influence of drugs or alcohol, or anything taken or inhaled to an extent which would constitute an offence under the driving laws of the country in which the accident occurs, or injury arising out of the use of the Insured vehicle for racing or speed-testing. The maximum payable under this section is £5,000 for any one person in any period of insurance. If you (or your spouse) hold any other motor insurance policy with us, then we will pay the benefit under one policy only.

#### **Section Six - Personal Belongings**

We will pay for loss of or damage to rugs, clothing and personal belongings whilst in or on the insured vehicle up to the sum of £200 for any one occurrence.

#### **Exceptions to Section Six**

This insurance does not cover:

- a) The first part of each claim (excess) if the loss or damage is the result of fire, theft or attempted theft. The amount of the excess is shown on your current schedule.
- b) Money, stamps, tickets, jewellery, portable audio and/or TV equipment, compact discs, cassettes, cameras, documents or securities.
- c) Mobile telephones, office and/ or business equipment, trade goods or samples.
- d) Property insured under any other insurance.
- e) Theft of property, if carried in an open top or convertible car, unless contained in a locked boot or glove compartment.
- f) MP3 Players, computers, game consoles, games, accessories and satellite navigation equipment (unless fitted as standard).

#### **Section Seven - Medical Expenses**

We will pay medical, surgical and dental fees up to the sum of £250 per person reasonably incurred for attendance on any person accidentally injured whilst travelling in the insured vehicle, arising out of an incident covered by this policy.

#### **Exceptions to Section Seven**

None

#### **Section Eight - No Claim Discount**

If no claim is made under this policy during an unbroken period ending immediately before the date on which the policy is renewed, the renewal premium will be reduced in accordance with our current scale. If any fault claims are made during a period of insurance for which you paid a reduced premium, the NCD allowed at the next renewal will be reduced by 2 years entitlement for each fault claim.

If the insurance covers more than one car, the no claims discount will apply separately for each car.

#### **No Claim Discount Protection**

If No claim discount protection has been applied this will appear on your current schedule.

You will not lose your entitlement to that discount if you renew your policy with us provided not more than one claim arises during the course of the insurance year or not more than two claims arise in five consecutive years of insurance.

### **Exceptions & Conditions to Section Eight**

If your insurance incorporates Protected No Claim Discount option it does not cover the first part of each claim (excess) for loss or damage. The amount of such excess is shown in your current schedule. Your No Claim Discount or Protected No Claim Discount will not be reduced if a claim affects only:

- a. Emergency medical treatment as required by the Road Traffic Acts - see Section One
- b. A broken windscreen/ window glass - see Section Four

No Claim Discount must be from a UK private car policy and not have expired over two years before the inception of the new policy. If this is not the case, please contact us for advice.

Your No Claim Discount or Protected No Claim Discount cannot be transferred to anyone else.

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### **Section Nine - Agreed Valuation**

Your schedule will state if your policy has been endorsed to agreed valuation. You will need to obtain a valuation certificate from ADRIAN FLUX INSURANCE SERVICES GROUP. In the event of a claim we will request the valuation certificate to be sent to us.

### **Exceptions to Section Nine**

None

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### **Section Ten - Audio Cover**

Audio cover which is applicable is endorsed on your current insurance schedule; this will insure you against loss of or damage to radio/ audio equipment permanently fitted to your vehicle. The level of cover is unlimited for equipment fitted to the manufacturer's standard specification for your make and model of car. Equipment not fitted as standard is covered up to a maximum of £500 per incident (after the deduction of any applicable excess).

### **Exception to Section Ten**

We will not cover for loss of, or damage to cassettes, compact discs, phones, two way radios, television equipment, games-consoles, electronic-navigation or radar detection equipment not permanently fitted to your car and which was not part of the manufacturers standard specification when the car was first registered.

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### **Section Eleven - Travelling Abroad (EU Extension)**

We will extend your cover in the UK to apply to any country which is a member of the European Union and any other country whose arrangements meet the requirements of and are approved by the European Union, providing that your permanent home is in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man and that your visit is of a temporary nature, and that the visit is of less than 90 days unless your certificate of motor insurance, or schedule confirm otherwise.

### **Refer to your current Insurance schedule for guidance on countries which are covered.**

Cover includes transit between countries within the territorial limits by air, rail or recognised sea routes which take 65 hours or less under normal circumstances.

Contact ADRIAN FLUX INSURANCE SERVICES GROUP if a named driver wishes to take the insured vehicle abroad without you (or your spouse if insured on this policy).

**Spanish Bail Bond** Spanish Bail Bonds are no longer required for visits to Spain. The Spanish Government have signed the Multilateral Guarantee agreement of the Green Card system, which means that a vehicle registered in the UK is guaranteed by the Spanish Green Card Bureau - OFESAUTO, and in the unlikely event that a financial guarantee is demanded, that guarantee will be given by OFESAUTO.

**Delivery of the Insured vehicle** Delivery of the Insured vehicle to the United Kingdom will be arranged following an insured loss or damage outside the United Kingdom if it is not possible to repair such damage economically by the intended time of your return to the United Kingdom.

If the lost Insured vehicle is recovered after the Policyholder's return to the United Kingdom, the insurer will pay the reasonable cost of delivery of the vehicle to the Policy holder's address in the United Kingdom.

**Payment of Customs duty** The insurers will insure the Policy holder against liability incurred by him for the enforced payment of Customs Duty on the insured vehicle after its temporary importation into any country referred to in this section, provided that such liability arises as a direct result of insured loss or damage to the insured vehicle.

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## General Conditions

**Car sharing** The receipt of contributions as part of a vehicle-sharing arrangement for social or other similar purposes in respect of the carriage of passengers on a journey in a vehicle insured under this Policy will not be regarded as constituting the carriage of passengers for hire or reward (or the use of the vehicle for hiring) provided that:

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

PLEASE NOTE: If you have any doubts as to whether any arrangement into which you have entered is covered in the above terms you should immediately contact ADRIAN FLUX INSURANCE SERVICES GROUP.

**Limited Mileage** Your current schedule will state whether there is a restriction on the annual mileage on your policy. If this insurance has a limit on your mileage you must not exceed this number of miles. If you do it may result in a claim being denied or your insurance not being valid.

You should contact ADRIAN FLUX INSURANCE SERVICES GROUP if you think you will travel more miles than you originally agreed.

**Insured's Duty - Your premium is based on the information you gave us when your cover started and when you renew it. If your circumstances change you must tell ADRIAN FLUX INSURANCE SERVICES GROUP as soon as possible. If you do not give us full and accurate information, your insurance cover may not be valid or we may refuse to pay your claim. The person claiming must meet all the conditions in this document; and all the information you have given us must be correct and complete to the best of your knowledge.**

**You shall pay the premium or any agreed instalment thereof on demand.**

## Claims Procedure

You should notify us as soon as reasonably possible of any accident or claim, and shall with all reasonable speed provide such information as we may require.

You shall not pay or offer or agree to pay any money or make any admission of liability or settle any claim without our previous consent.

We shall be entitled in your name to take over, and during such period as we think proper have absolute conduct and control of, all negotiations and proceedings which may arise in respect of any accident or claim, and you shall give us all necessary information and assistance. We shall be entitled at our own expense to take such proceedings as we may think fit in your name to recover compensation or secure an indemnity from any third party in respect of any loss or damage covered by this policy.

You shall repay to us all sums that we would not have been liable to pay but for provisions of any law relating to third party liability insurance in any of the territories to which this policy applies.

**In the event of a claim (other than one solely under Section Four) your annual premium must be paid in full to ADRIAN FLUX INSURANCE SERVICES GROUP. This includes payments by instalments or Direct Debit.**

In the event that any premium or credit charge is outstanding when a claim is payable, we reserve the right to deduct such outstanding sums from the claim.

**Protection of the Insured Vehicle** You must take all reasonable steps to prevent any loss or damage and to keep the insured car efficient and roadworthy. You must allow us at all times free access to examine the insured car.

**Provisional Licence Holders** Whenever the vehicle is being driven by a Provisional Licence Holder who is named/permitted to drive by the policy, he/she must be accompanied by a qualified driver who has held a full driving licence for a minimum of three consecutive years, and is 21 years of age or over.

**Change of Circumstances** In the event of circumstances changing you must inform ADRIAN FLUX INSURANCE SERVICES GROUP. Here are some examples of changes which must be notified:

- A change of vehicle or extra vehicle
- Any change in what you use the vehicle for
- All mechanical or cosmetic changes made to the vehicle
- Any new driver whom you wish to cover
- Any change in the person who uses the insured vehicle the most.
- A change of address (including details of where the insured vehicle is parked overnight).
- A change of job by you or any other driver (including details of where the insured vehicle is parked while you are at work). This includes getting part-time work or having no work.
- Details of any motoring offences (spent or unspent) which any person allowed to drive has been charged with or convicted of
- Details of any non-motoring offences (spent or unspent) which any person allowed to drive has been charged with or convicted of
- Details of any person who is allowed to drive the insured vehicle and who now suffers from any new illness or physical condition.
- Details of any accidents, claims or losses involving any person allowed to drive, whether they happen in the insured vehicle or any other vehicle.

**Administration Charge** We and / or ADRIAN FLUX INSURANCE SERVICES GROUP, reserve the right to apply an administration charge at new business and renewal, for cancellations and on mid term adjustments.

**Reflection Period** You may cancel this insurance within 14 days of receiving your policy documents. You can do this by returning the Certificate of Motor Insurance to ADRIAN FLUX INSURANCE SERVICES GROUP at the address shown at the front of this policy booklet. If you choose to do this, you are entitled to a refund of the premium you have paid for this insurance. A pro-rata charge will be made for the period of cover you have had. We will not give you a refund if you have claimed for the total loss of an insured vehicle or an incident has happened where you could make a claim for a total loss.

**Fraud** If you or anyone acting on your behalf makes a false or fraudulent claim or supports a claim by false or fraudulent document, device or statement, this policy shall be void and you will forfeit all rights under the policy. In such circumstances, we retain the right to keep the premium and to recover any sums paid by the way of benefit under this policy.

**Cancellations** You may cancel this insurance at any time by writing to ADRIAN FLUX INSURANCE SERVICES GROUP and sending them your current certificate of motor insurance. If there has not been a claim in the current period of insurance, we will refund part of your premium on a pro-rata basis. We calculate the time you have been covered by this insurance from the date the insurance started to the date your certificate of motor insurance is received.

We, or ADRIAN FLUX INSURANCE SERVICES GROUP, may cancel this insurance by sending you seven days' notice to your last known address. If this is done we will refund part of your premium for the period of insurance remaining after the cancellation date. If we, or ADRIAN FLUX INSURANCE SERVICES GROUP, cancel this insurance because you have not paid the premiums on time, we will not refund any part of the premium you have already paid.

**Choice of Law**

Unless you or we agree otherwise:

- (a) the language of the policy and all communications relating to it will be in English; and
- (b) the law of England will apply to the policy.

### **Automatic Renewal**

If you pay your premium by instalments to ADRIAN FLUX INSURANCE SERVICES GROUP your policy will be automatically renewed, unless we advise you otherwise prior to your renewal. A renewal invitation will still be issued. This ensures that your vehicle remains legally insured.

If you do not wish to renew the policy, please contact ADRIAN FLUX INSURANCE SERVICES GROUP before the renewal date. If you are paying by instalments and ADRIAN FLUX INSURANCE SERVICES GROUP does not hear from you, the policy will be automatically renewed and monies will be deducted.

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### **General Exceptions**

Your insurance does not cover the following:

The vehicle is:

- Being used for a purpose for which the vehicle is not insured
- In the charge of anyone who is not described in the current certificate of motor insurance as a person entitled to drive
- In the charge of anyone who is excluded from driving by an endorsement
- Being driven by anyone who does not have a valid driving licence
- Being driven by anyone who is disqualified from driving, who has not held a driving licence or who is prevented by law from holding one
- Being driven by anyone who does not meet the terms and conditions of their driving licence
- Being used while in an unsafe condition
- Being used without a current Department of Transport test (M.O.T) certificate if one is needed
- Being used in or on restricted areas of airports or airfields or military bases. We will not pay for any claim involving an aircraft that happens within an airport or airfield

or

- Any liability that you have agreed to accept unless you would have had that liability anyway
- Anyone who does not meet all the conditions of this insurance
- Any liability for fines and/or penalties incurred whilst using the insured vehicle
- Any accident or injury, loss or damage caused directly or indirectly by:
  1. War, invasion, act of foreign enemies, hostilities or 1. warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, coup, military or usurped power, except where it is necessary to meet the requirements of the relevant Motor Insurance Law.
  2. Riot or civil commotion occurring elsewhere than in the United Kingdom, except where it is necessary to meet the requirements of the relevant Motor Insurance Law.
  3. Any act of terrorism which means an act, including but not limited to the use of force or violence and/or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.
  4. Earthquake.This also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any of the events listed in 1 to 4 above.
- Any liability, loss or damage that happens outside the United Kingdom (apart from cover included in section eleven).
- Any proceedings brought against you outside the United Kingdom, unless they result from using the insured vehicle in a country for which we have agreed to extend this insurance cover.
- Any liability, injury, loss or damage caused directly or indirectly by: pollution or contamination, unless the pollution or contamination is directly caused by one incident at a specific time and place during the period of insurance and is sudden, identifiable, unintended and unexpected. The pollution caused by one incident will be considered to have occurred at the time the incident took place. This exception does not apply if any compulsory motor insurance law says we must provide cover.
- Mechanical, electrical, electronic or computer faults, failures, breakdowns, breakages or malfunctions.
- Any injury, liability, accident, loss or damage while your car is with a member of the motor trade for servicing or repair, or on their premises.
- If the vehicle is unoccupied and the ignition key or card is in or on your car.
- Loss or damage resulting from deception.

- If the vehicle is used on any airport/airfield where the public has no access.
- Any loss, destruction or damage resulting directly from pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.
- Any loss or destruction of or damage to any property or any resulting loss or expense or any legal liability, directly or indirectly caused by or contributed to or arising from, or
  - A. any legal liability of any nature directly or indirectly caused by or contributed to by or arising from:
    - i. ionising radiation or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, or,
    - ii. the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of it.

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## Claims

### How we may pay your claim

We may:

Pay for the damage to be repaired; or

Give you an amount to replace the lost or damaged vehicle or item; or replace your vehicle or any item.

If your policy is 'Agreed Value' (this will be endorsed on your current schedule if applicable) the most we will pay is the value of the insured car as stated on the current records held by ADRIAN FLUX INSURANCE SERVICES GROUP providing that such valuation is in force and has been reviewed during the 12 months immediately preceding the date of the loss or damage.

Where a valuation has not been reviewed by ADRIAN FLUX INSURANCE SERVICES GROUP during the 12 months immediately preceding the date of the loss or damage, the maximum amount payable will be:

- i) The value of the insured car as stated on the latest valuation issued; or
- ii) The market value of the insured car immediately prior to such loss or damage whichever is the lower but not exceeding your estimated value as recorded by us.

If your policy is Not 'Agreed Value' the most we will pay will be:

the market value of your vehicle just before the loss or damage (including its accessories and spare parts); or

the cost of repairing the vehicle

We will not pay the claim and all the cover under the policy is forfeited if you or anyone acting on your behalf makes a claim under the policy knowing the claim to be false, fraudulently inflated or supported by fraudulent documents or if the loss or damage is caused by your wilful act or with your connivance.

### Unavailable Parts or accessories

If any lost or damaged part or accessory is no longer available, the most we will pay will be the cost shown in the manufacturer's last price list, and the reasonable cost of fitting.

We will not pay for the whole cost of any repair or replacement that leaves your vehicle in a better condition than it was before the loss or damage. If this happens you will have to pay part of the cost of repair or replacement.

**Financial interest** If your vehicle is part of a hire purchase or leasing agreement or belongs to someone else, we will normally settle your claim with the vehicle's legal owner.

**Repairs after an accident or theft** If you cannot drive your vehicle after an accident or theft that is covered by this insurance, we will pay the reasonable cost of protecting it and getting an authorised agent to take it to the nearest suitable repairer or another safe place. We will also pay for it to be brought back to your address shown in the schedule.

Unless we agree first, we will not pay the cost of any transport outside the country in which the damage or loss occurred.

You should not move the vehicle if this could cause further damage. We will not cover you for any damage caused in this way.

We may arrange a safe place to keep your vehicle while it is waiting to be repaired or disposed of.

No new part or accessory should be ordered on your behalf or supplied to you unless we agree first.

If we think that the estimate for repairing your vehicle is unreasonable, we may ask for your vehicle to go to another repairer.

**Total loss (Write off)** If we choose to pay you the market value of your vehicle or the agreed value (if applicable) you must send us the certificate of motor insurance, the vehicle registration document and Department of Transport test (MOT) certificate if the vehicle needs one, before we pay your claim. Once you accept our offer, this insurance will end for that vehicle. The vehicle then becomes the property of the insurer. If we choose to treat your vehicle as a write off, we may move it somewhere safe.

**Windscreen Damage** Refer to your current schedule and section four for terms. Remember to ask if your windscreen can be repaired as this can save you money.

### **How to make a Claim**

If you are involved in an accident, you must stop and ask the other people involved for the following information:

Their names and addresses

Their insurance company's name and address and details of their policy or certificate number

Vehicle registration numbers

The names and addresses of all witnesses

Do not admit or imply that you are to blame or offer to pay for anything

Do not sign anything at the scene of the accident.

Make a rough sketch of the accident scene showing the position of the vehicles before and after the accident. Include the positions of any parked vehicles, lampposts, telegraph poles and so on.

Notify us as soon as possible using our claims line printed on the schedule.

You should send any letters or documents you receive about the accident to us as soon as possible. You must not reply to them.

### **What to do after a theft**

Report the theft to the police immediately and make a note of their crime book reference number.

If you know where the vehicle is, make sure that it is safe and secure.

Notify us as soon as possible using our claims line printed on the schedule.

### **How to make a claim for damage to your vehicle**

Notify us as soon as possible using our claim line telephone number printed on your Certificate of Insurance.

We have recommended repairers around the country who give a fast, reliable and professional repair service.

If the insured vehicle cannot be driven, we will make arrangements for an independent engineer to look at the vehicle. The engineer will arrange for a recommended repairer to collect the vehicle, unless it is damaged beyond repair.

While the insured vehicle is being repaired, the repairer may give you a free courtesy vehicle, subject to availability.

After the insured vehicle has been repaired the repairer will return it to you in a clean and tidy condition.

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## **Our Promise to You**

We aim to give you a first class service.

### **Complaints Procedure**

Our aim is to get it right, first time every time. If we make a mistake, we will try to put it right promptly. If you, the insured, are unhappy with the service that has been provided, you should contact ADRIAN FLUX INSURANCE SERVICES GROUP at the address at the back of this booklet. ADRIAN FLUX INSURANCE SERVICES GROUP will confirm to you within five working days, that they have received your complaint.

If your complaint is against the insurer, ADRIAN FLUX INSURANCE SERVICES GROUP will provide you with details so that you can contact the Chief Executive of the insurer identified in your current Schedule and Certificate of Motor Insurance.

Within eight weeks, you will receive a final response or, if this is not possible, a reason for the delay plus an indication of when a final response will be provided.

If ADRIAN FLUX INSURANCE SERVICES GROUP or the insurer has given you a final response and you remain dissatisfied, or if the complaint has not been settled after eight weeks, you may refer the complaint to the Financial Ombudsman Service (FOS).

Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR  
Telephone **0845 080 1800**

Financial Services Compensation Scheme

If we were unable to meet our obligations you might be entitled to compensation under the Financial Services Compensation Scheme (FSCS). Further information about the Scheme is available from the FSCS website at [www.fscs.org.uk](http://www.fscs.org.uk) or by calling us.

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## **Endorsements**

The following endorsements only apply if the relevant number appears in your current schedule.

### **001 Anti-Theft Warranty – Immobiliser**

We will not pay for loss of or damage to your vehicle caused by theft or attempted theft unless your vehicle has been fitted with an approved immobiliser recognised by us and you have all the keys, accessories and proof of installation of the immobilising system. The system must be on and working whenever your vehicle is left.

### **002 Anti-Theft Warranty - Tracking device**

We will not pay for loss of or damage to your vehicle caused by theft or attempted theft unless your vehicle has been fitted with an approved Tracking device recognised by us and you have all the keys, accessories and proof of installation of the tracking system. The system must be on and working whenever your vehicle is left.

### **003 Limited Mileage**

The annual mileage is restricted to the amount of miles shown next to the endorsement on the schedule.

### **004 No Refund of Premium**

Under the General Conditions Section of the policy booklet referring to the 'cancellation scale' this is deleted, there is no return premium in the event of cancellation.

### **005 Garaging Endorsement**

The vehicle must be kept in a locked and secured building overnight when the vehicle is within a radius of half a mile of:

- i) your private dwelling place
- ii) or at any other address where your vehicle is normally kept which has been specifically agreed by us

**006 Vehicle Laid Up Cover (Damage, Fire & Theft)**

The cover granted by the contract is restricted to Damage, Fire and Theft only defined in section Two and Three of the policy document. Subject other wise to the terms, conditions and exceptions of this policy.

**007 Vehicle Laid Up Cover (Fire & Theft)**

The cover granted by the contract is restricted to Fire and Theft only as defined in section Three of the policy document. Subject otherwise to the terms, conditions and exceptions of this policy.

**008 Suspension of all cover**

All cover under this document is suspended until further notice.

**009 Indemnifying the Police Authority - premises only**

We will provide indemnity under section one of this policy to the Police authority you are employed by, whilst the insured car is entering, leaving or standing in or about any premises under your employers authority, provided that your employer is not entitled to indemnity under any other policy and complies with the provision of this Policy as applicable.

**010 Civil Servants - Official Business Use**

We will indemnify within the terms of the Public Liability section of the policy of the Civil Service, by whom you are employed (hereinafter called the employer) in the event of an accident occurring whilst any vehicle in respect of which indemnity is provided by this policy (other than a vehicle belonging to the employer) is being used by you.

Provided that:

The employer is not entitled to indemnity under any other policy.  
The employer shall as though he were the insured observe, fulfil and be subject to the terms, exceptions and conditions of this policy.

**011 Official Use**

This insurance also covers your vehicle while it is being used to carry passengers for which you receive an allowance from public funds.

**012 Excludes To and From Work**

The cover granted by the contract will not apply while the person/s stated are using your car for travelling to, from, at, or in connection with, that person's place of education or business.

**013 Accidental Damage, Fire and Theft and Malicious Damage Excess**

If you claim for any damage to your vehicle, you will be responsible for the excess amount shown next to the endorsement number on the schedule.

**014 Accidental and Malicious Damage Excess**

If you claim for any damage to your vehicle, you will be responsible for the excess amount shown next to the endorsement number on the schedule.

#### **015 Fire and Theft Excess**

If the insured vehicle and or its accessories and spare parts, are lost or damaged under section three of the policy, you will be required to pay the amount shown next to the endorsement on the schedule.

#### **016 Audio and Communication Equipment**

The cover for loss or damage to the insured vehicle's audio and communication equipment (under section ten of this policy) is up to the value shown next to the endorsement on the schedule for any one claim. The excess applicable to claims under this section is shown with the endorsement on the schedule.

#### **017 Windscreen cover**

We will pay for the cost of replacement of a broken windscreen or windows of the insured vehicle under section four of the policy. You will be liable for the excess shown next to the endorsement on the schedule. The claim procedure for a windscreen and amount covered is detailed on the back of your schedule.

#### **018 Exclude Personal Accident Benefits**

Section five of this policy does not apply

#### **019 Excludes Personal Belongings**

Section six of this policy does not apply

#### **020 Excludes Medical Expenses**

Section seven of this policy does not apply

#### **021 Excludes Driving Other Cars Benefit**

Section one G. of this policy does not apply

#### **022 No Claims Bonus clause deletion**

The No Claims Bonus clause under section eight of the Policy contract is deleted.

#### **023 Agreed Valuation**

Section nine applies to this policy

#### **024 Caravan Endorsement**

Section six (Personal Belongings) of your policy is deleted and replaced by the following:

We will pay up to a total of £1,000 for awnings, gas cylinders and generators, or up to £2,000 for personal belongings, linen, cutlery, utensils, furnishings, clothing and other camping equipment, used in connection with your vehicle if they are lost or damaged as a result of accident, fire, theft or attempted theft involving your vehicle.

The most we will pay under this extension for any single article is £1,000.

The most we will pay under this section is £2,000.

This cover does not apply to:

- money, stamps, tickets, documents, securities, jewellery, furs or bicycles;
- goods or samples connected with your work;
- loss or damage while the motor caravan is not occupied by any person unless all the doors and windows have been securely closed or locked; or
- the first £25 of each and every claim. This amount is in addition to any other amount that you may have to pay under this insurance.

If this endorsement applies, you must adhere to the following conditions:

- You must keep an efficient fire extinguisher in your vehicle
  - Hiring of the vehicle to any person is not covered by this insurance.
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