

# 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)



## MOTOR INSURANCE POLICY

Insurance has been effected between Us, Service Insurance Company Limited, and You, our Insured, and this Document is evidence of that insurance.

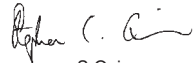
Service Insurance Company is licensed by the Commissioner of Insurance of Gibraltar under the Insurance Companies Ordinance to carry on insurance business.

The information and statements provided in the proposal form (or any statement of fact or statement of insurance prepared from information you have provided) and the declaration which you have made to Us and signed has been relied upon by Us in deciding whether to accept the insurance and deciding the premium to be charged.

We have agreed to insure You subject to the terms, conditions and exceptions contained in this Document and the accompanying Certificate of Motor Insurance and the accompanying Schedule, which shows the endorsements applicable against liability, loss or damage that may occur during any period of insurance for which You have paid or agreed to pay the premium.

Service Underwriting has been appointed by Us, as our administrator. Service Underwriting is a trading name of Service Underwriting Agency Limited and is registered in England and Wales under Company number 05044350. Registered office: Eridge House, Linden Close, Tunbridge Wells, TN4 8HH. Authorised and regulated by the Financial Services Authority.

Service Insurance  
Company Limited  
260/262 Main Street  
Gibraltar

  
S Quinn  
For Service Insurance  
Company Limited

### Jurisdiction Clause

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.

### Complaints Procedure

The procedure in the event of a complaint is detailed on page 4 under the heading "IN THE EVENT OF A COMPLAINT".

### Definition of words and phrases used in this Document

We/Us/Our	Service Insurance Company Limited.
You/Your	The person named in the Schedule and Certificate of Motor Insurance as the Policyholder or Insured.
Schedule	Shows details of the motor vehicle we are insuring and the cover which applies.
Motor Policy	The documents consisting of your Statement of Insurance and/or Proposal Form, our Motor Insurance Policy, your Certificate and/or Schedule and any Endorsements.
Motor vehicle/Your motor vehicle	The motor vehicle(s) (including spare parts and accessories) for which we have issued a Certificate of Motor Insurance.
Certificate	Documentary evidence that you have the minimum motor insurance necessary to comply with the relevant law and which describes your motor vehicle, who may drive it and the purpose it may be used for.
Period of Insurance	The period shown in your Statement of Insurance and/or Proposal Form, your Certificate and/or Schedule for which we have agreed to cover you and for which we have accepted your premium.
Endorsement	A change in the terms of insurance which alters the standard wording.
Excess	A contribution by you towards a claim on this insurance.
Market Value	The cost of replacing your motor vehicle with one of similar type, age, condition at the time of loss as assessed by us. We use publications such as Glass's Guide for reference and to make our assessment. The valuation will not be more than the last estimated value you have declared to us.
Malicious Damage/Vandalism	Damage caused as a result of an intentional or reckless act.
Fire	Fire, lightning, explosion or self-ignition.
Theft	Theft or attempted theft.
Personal Effects	Property which is worn or used in everyday life and which belongs to you or any passenger in the insured motor vehicle.
Road Traffic Act	The laws which include details of the minimum motor insurance cover needed in the United Kingdom.
United Kingdom/U.K.	England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands (including transit by sea, air, rail or within and between these places).
Insurance Adviser	The Insurance Broker, Agent or Intermediary who acting on your behalf has placed this insurance with us.

### Definitions of Cover

You should refer to the Schedule to establish the cover which applies to your insurance. The following will enable you to ascertain the sections of this document that apply.

Comprehensive	All Sections apply.
Third Party Fire and Theft	Sections 2, 3, 5, 8 and 9 apply.
Third Party Only	Sections 3, 8 and 9 apply.

## SECTION 1 – Accidental Damage

We will insure your motor vehicle against loss or damage (subject to any excess detailed in the Schedule) caused by:

- (i) Accidental Damage;
- (ii) Malicious Damage and Vandalism.

Your motor vehicle's fitted accessories and spare parts are covered in the same way (including the maker's standard tool kit and the motor vehicle's safety equipment). The cover applies only if the accessories and spare parts are with the motor vehicle, kept in or on the motor vehicle and fall within the maximum amount we pay. We will pay up to £100 for loss of or damage to personal effects in or on your Motor Vehicle provided that they are lost or damaged by accident, after deduction of any excess.

At our discretion we will either:

- Pay for the repair of the damage;
- Pay you the current market value of the insured motor vehicle (the damaged vehicle will then belong to us);
- Pay you the cash value of any lost or stolen part;
- Pay you no more than the last list price of parts no longer available as new.

We or the repairer may use parts which have not been supplied by the manufacturer.

If your motor vehicle is owned by somebody else or is the subject of a hire purchase agreement we will make any cash payment to the legal owner unless the owner specifically agrees otherwise.

In the event of your motor vehicle being unusable because of accidental damage we will pay any reasonable cost to protect your motor vehicle and to move it to the nearest competent repairer.

Subject to our written consent we will also pay the reasonable cost of returning your motor vehicle to your home address in the United Kingdom after repair.

### Replacement Motor Vehicle

Should the insured motor vehicle be less than 12 months old we will (subject to availability) replace it with a new motor vehicle of the same make, model and specification or nearest specification if:

- (i) the insured motor vehicle is stolen and not recovered within 30 days of being reported; or
- (ii) the estimated cost of repairing accidental damage exceeds 60% of the insured motor vehicle's list price (including motor vehicle tax and VAT) at the time of purchase.

This is subject to (for both (i) and (ii)):

- the vehicle being owned by you or your spouse or being purchased under a hire purchase agreement (insured motor vehicle's which are the subject of a contract hire or leasing agreement are not included); and
- the agreement of any interested hire purchase company; and

- you or your spouse being the first registered owner and the recorded mileage does not exceed 10,000 miles at the time of the incident.

If a suitable replacement cannot be found then, at our option, the most we will pay will be the current market value of your motor vehicle. The stolen and recovered or damaged vehicle will then belong to us.

### Not covered under Section 1

- (i) In the event of your motor vehicle or accessories or spare parts being damaged beyond economical repair we will not pay more than the market value at the time of the accident or loss.
- (ii) No payment for loss or damage caused by theft or attempted theft while nobody is in your motor vehicle, unless all the doors, windows and other openings are closed and locked, the motor vehicle's keys and any other door or ignition unlocking devices such as electronic fobs or cards are removed and the vehicle's electronic or mechanical devices are set.
- (iii) No payment will be made for:
  - Loss of use of the insured motor vehicle or any consequential loss;
  - Loss or damage arising as a result of "road rage" or a deliberate act by you or any person driving the Insured Motor Vehicle with your permission;
  - Loss of or damage to the contents of the insured motor vehicle, including, but not limited to, telephones, television equipment, two-way radio transmitters or receivers, or money;
  - Depreciation;
  - Wear and tear;
  - Mechanical, electrical, electronic or computer faults, failures, breakdowns, breakages or malfunctions;
  - Damage to tyres caused by braking, punctures, cuts or bursts, unless resulting from an accident to your motor vehicle that is subject to a claim paid by us;
  - Loss of or damage to your motor vehicle through deception, fraud or repossession;
  - Diminution (loss of value after a repair);
  - Damage to your motor vehicle's cooling system caused by freezing liquid;
  - Any repair or replacement which improves the motor vehicle;
  - Damage as a result of racing, pacemaking, speed testing, competitions, rallies, trials or track events.
- Loss of or damage to the vehicle if it is not covered by a valid Department of Transport test certificate (MOT), if one is needed by law;
- Loss of or damage to your motor vehicle if you or anyone named on the Certificate of Insurance was driving under the influence of drink or drugs or is convicted of an offence involving drink or drugs as a result of the incident.
- (iv) We will not pay for the cost of repairing or loss of your motor vehicle caused by any unauthorised use or "joy riding" by a member of your family or persons known to you.

## SECTION 2 – Fire and Theft Cover

We will insure your motor vehicle against loss or damage (subject to any excess detailed in the Schedule) caused by:

- (i) Fire;
- (ii) Theft or attempted theft.

Your motor vehicle's fitted accessories and spare parts are covered in the same way (including the maker's standard tool kit and the motor vehicle's safety equipment). The cover applies only if the accessories and spare parts are with the motor vehicle, kept in or on the motor vehicle and fall within the maximum amount we pay.

We will pay up to £100 for loss of or damage to personal effects in or on your Motor Vehicle provided that they are lost or damaged by fire, theft or attempted theft, after deduction of any excess.

If the keys to your motor vehicle or lock transmitter are stolen we will pay up to £200 towards the cost of replacing the door locks and/or boot lock, ignition/steering lock, the lock transmitter and central locking interface, providing it can be established that the identity of where the vehicle is normally kept overnight is known to the person(s) in receipt of such keys or transmitters.

This payment is after the deduction of any excess shown on the Schedule.

At our discretion we will either:

- Pay for the repair of the damage;
- Pay you the current market value of the insured motor vehicle (the damaged or recovered vehicle will then belong to us);
- Pay you the cash value of any lost or stolen part;
- Pay you no more than the last list price of parts no longer available as new.

We or the repairer may use parts which have not been supplied by the manufacturer.

If your vehicle is owned by somebody else or is the subject of a hire purchase agreement we will make any cash payment to the legal owner unless the owner specifically agrees otherwise.

### Not covered under Section 2

- (i) In the event of your motor vehicle or accessories or spare parts being damaged beyond economical repair we will not pay more than the market value at the time of the accident or loss.
- (ii) No payment for loss or damage caused by theft or attempted theft while nobody is in your motor vehicle, unless all the doors, windows and other openings are closed and locked, the motor vehicle's keys and any other door or ignition unlocking devices such as electronic fobs or cards are removed and the vehicle's electronic or mechanical devices are set.
- (iii) No payment will be made for:
  - Loss of use of the insured motor vehicle or any consequential loss;
  - Loss or damage arising as a result of "road rage" or a deliberate act by you or any person driving the Insured Motor Vehicle with your permission;
  - Loss of or damage to the contents of the insured motor vehicle, including, but not limited to, telephones, television equipment, two-way radio transmitters or receivers, or money;
  - Depreciation;
  - Wear and tear;
  - Mechanical, electrical, electronic or computer faults, failures, breakdowns, breakages or malfunctions;
  - Damage to tyres caused by braking, punctures, cuts or bursts, unless resulting from an accident to your motor vehicle that is subject to a claim paid by us;
  - Loss of or damage to your motor vehicle through deception, fraud or repossession;
  - Diminution (loss of value after a repair);
  - Damage to your motor vehicle's cooling system caused by freezing liquid;
  - Any repair or replacement which improves the motor vehicle;
  - Damage as a result of racing, pacemaking, speed testing, competitions, rallies, trials or track events.
  - Loss of or damage to the vehicle if it is not covered by a valid Department of Transport test certificate (MOT), if one is needed by law;
  - Loss of or damage to your motor vehicle if you or anyone named by the Certificate of Insurance was driving under the influence of drink or drugs or is convicted of an offence involving drink or drugs as a result of the incident.
- (iv) We will not pay for the cost of repairing or loss of your motor vehicle caused by any unauthorised use or "joy riding" by a member of your family or persons known to you.

## SECTION 3 – Third Party Only Cover

We will cover your legal responsibility if you kill or injure someone or you damage their property, if you have an accident in your motor vehicle or any trailer, caravan or any other broken down vehicle (as allowed by law) attached to your motor vehicle or if accidentally detached during the course of a journey. The broken down vehicle, trailer or caravan must be properly secured to your motor vehicle and no cover is given for damage to the towed attachment or its contents.

We will insure the following people for liabilities in the same way as you are insured:

- anyone allowed by the Certificate of Motor Insurance to drive your car, as long as they are driving the car with your permission
- any person using (but not driving) the insured motor vehicle with your permission for social, domestic and pleasure purposes;
- any passenger travelling in or getting into or out of the insured motor vehicle.

If your Certificate of Motor Insurance allows business use we will insure your employer or business partner while you are working for your employer or partner unless the motor vehicle is owned by or leased or hired to them.

If any person covered by this insurance should die we will deal with any claim made against their estate provided that the claim is covered by this insurance.

### Driving other cars

If your Certificate of Motor Insurance allows, this cover is extended to cover you only while driving any private motor vehicle that you have permission to drive provided that such is not owned by you or hired to you under a hire purchase or leasing agreement. We will not pay for any loss of or damage to the motor vehicle you are driving, nor for any event outside of the United Kingdom. Furthermore this cover does not apply if the insurance is not in the name of an individual or if you no longer have possession of the insured motor vehicle.

Subject to agreement by us in writing we will pay for:

- Solicitors' costs to represent any person covered by this insurance at a Coroner's inquest or fatal accident inquiry or court of summary jurisdiction;
- Reasonable costs to defend any person covered by this insurance against a charge of manslaughter or causing death by reckless or dangerous driving;
- Any other costs incurred with any accident which may involve legal liability under this insurance.

We will not pay for any legal fees unless they arise from an accident covered under this insurance.

### Emergency medical treatment

We will pay for emergency medical treatment that is required under the Road Traffic Act following an accident involving any vehicle covered by this insurance.

If this is the only payment made then your No Claim Bonus will not be affected.

### Not covered under Section 3

- Any claim for death of or injury to any person arising out of or in the course of their employment caused by any person covered by this insurance if indemnity is provided under employers' liability insurance issued to comply with any applicable law or regulation.
- Death or bodily injury to the driver or the person in charge of the vehicle if the death or bodily injury occurred as a result of that person having driven the vehicle.

- Damage to property or injury to animals owned by or held in the trust, custody or control of you or any other person covered by this insurance.
- Loss or damage by pollution or contamination however caused except as required by the Road Traffic Acts.
- Any amount exceeding £20,000,000 for any one claim or series of claims arising out of one cause in respect of damage, loss of use or other consequential loss in respect of property;
- Any amount exceeding £5,000,000 for legal fees and expenses for any one claim or series of claims arising out of one cause in respect of damage, loss of use or other consequential loss in respect of property;
- Loss, damage or injury arising out of "road rage" or a deliberate act by you or any person driving the Insured Motor Vehicle with your permission.

## SECTION 4 – Windscreen Cover

If the windscreen or other windows in your motor vehicle are broken or damaged we will pay for the cost of replacement or repair (including any scratching of your motor vehicle's bodywork caused solely by the incident) provided that the reinstatement work is carried out by the Windscreen Helpline.

You will be required to pay a contribution of £60 towards the cost of replacement but no contribution is required if the damage is repaired.

If the replacement work is not carried out by the Windscreen Helpline, then we will not pay more than £75 towards the cost of reinstatement (i.e. £135 less your £60 contribution).

Under this section we will not pay for any damage to plastic windows of a convertible roof, sun roofs, roof panels, lights or reflectors whether glass or plastic.

**For windscreen claims, telephone the Windscreen Helpline on Freephone 0800 032 3522.**

Payments made under this section will not affect your No Claim Bonus.

**The maximum number of claims permitted within this section is TWO per policy period.**

## SECTION 5 – Audio and/or Communications Equipment

We will insure your permanently fitted audio and/or communications equipment against loss or damage (subject to any excess detailed in the Schedule).

### Not covered under Section 5

We will not pay:

- More than £250 (£500 for Comprehensive policyholders) for permanently fitted audio and/or communications equipment except for the manufacturers fitted equipment, in which case there is no limit to your cover if you are a Comprehensive policyholder.
- More than £200 for loss of or damage to permanently fitted satellite navigation equipment; however, if the satellite navigation equipment was part of your vehicle specification when first registered then we will provide unlimited cover.
- For loss of or damage to removable audio, electrical or communications equipment.

## SECTION 6 – Personal Accident

If you or your spouse die or suffer accidental bodily injury as a direct result of an accident with the insured motor vehicle and provided that the death or loss occurs within 3 months of the accident we will pay the following amounts:

Type of injury	Amount we will pay
Death	£2500
Loss of any limb	£1000
Total loss of sight in one or both eyes	£1000

Any payment will be made to you or your legal representative.

The most we will pay in any one period of insurance is £2500 and if you or your spouse have another insurance with us we will only pay out under one contract.

No payments will be made under this Section if:

- the death or bodily injury was caused by suicide or attempted suicide or any intentional self injury;
- the insurance is not in the name of an individual;
- the insured person is under the influence of alcohol or drugs at the time of the accident.

## SECTION 7 – Medical Expenses

If you, or the driver of the insured vehicle or any passenger in the insured motor vehicle are injured in an accident involving your motor vehicle we will pay for medical expenses incurred up to a sum of £150 for each injured person.

## SECTION 8 – Motor Vehicle Sharing

This insurance will cover you when you are being paid for carrying passengers for social or similar purposes provided that:

- the number of people carried does not exceed the seating capacity of the insured motor vehicle (including the driver);
- you are not carrying passengers as part of a business of carrying passengers;
- the total of the payments you receive for the journey does not involve any element of profit.

## SECTION 9 – Territorial Limits, Transit, Spanish Bail Bond and Foreign Travel

### Territorial Limits

This insurance applies only in respect of accidents, injury or loss which happen in:

- the United Kingdom;
- European Union (EU);
- Andorra, Croatia, Iceland, Norway, and Switzerland.

We will insure you for the cover shown in your schedule while your motor vehicle is within the Territorial Limits shown above or during the course of transit (including the process of loading and unloading) between ports or terminals in the countries where you have cover as long as the motor vehicle is being transported by a recognised air, sea or motor-rail route of not more than 65 hours in duration.

We will also pay any Customs duty which you may have to pay after temporarily importing your motor vehicle into any of the countries for which cover is provided by this insurance and/or the reasonable cost of delivering your motor vehicle to your home address in the United Kingdom following repairs required due to accident or loss.

Provided that:

- the total number of days outside the United Kingdom does not exceed 60 days in any one period of insurance;
- your main permanent home is in the United Kingdom.

## SECTION 9 – Territorial Limits, Transit, Spanish Bail Bond and Foreign Travel (continued)

### EU/EEA Compulsory Insurance

In accordance with EU Directives this policy provides the minimum insurance cover necessary to comply with the laws relating to compulsory motor insurance while your motor vehicle is

- in any country which is a member of the European Union; or
- is in any country which the Commission of the European Union 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 a motor vehicle.

(If the level of cover granted under EU Directives is less than that provided under United Kingdom law the higher level will apply.)

### Spanish Bail Bond

If you take your motor vehicle to Spain and as a direct result of an accident, injury or loss occurring in Spain which may be subject to indemnity under this insurance, you and/or the driver of your motor vehicle with your consent at the time of the accident are detained, or your motor vehicle is impounded by the Spanish authorities and a guarantee or monetary deposit is required for your and/or their release, we will provide such guarantee or deposit not exceeding £1,000 for any one incident.

Immediately the guarantee is released or the deposit becomes recoverable, you and/or the driver shall comply with all the necessary formalities and give us all such information and assistance we may require to obtain the cancellation of the guarantee and the return of the deposit. If the guarantee or deposit is wholly or in part forfeited or taken for the payment of fines or costs in or as a result of any penal proceedings against you and/or the driver, you must repay such amount to us on demand. (The Spanish Bail Bond is on page 4 under the heading DRIVING ABROAD.)

### Foreign Travel outside of the Territorial Limits

If, before you depart and subject to our approval and any additional premium and terms that we may require, the issue by us of a green card or travel document will ensure and be evidence that we are covering you for the benefits covered by this insurance for the period stated in the document.

We will insure you, for the period of the green card issued by us, for the cover shown in your schedule, including during the course of transit (including the process of loading and unloading) between ports or terminals in the countries where you have cover as long as the motor vehicle is being transported by a recognised air, sea or motor-rail route of not more than 65 hours in duration. We will also pay any Customs Duty which you may have to pay after temporarily importing your motor vehicle into any of the countries for which cover is provided by this insurance and/or the reasonable cost of delivering your motor vehicle to your home address in the United Kingdom following repairs required due to accident or loss.

Refer to Page 4 and the Section titled DRIVING ABROAD for more information.

## GENERAL CONDITIONS

This Document should be read in conjunction with the Certificate of Motor Insurance and the Schedule and any endorsements which apply.

- The cover provided by this insurance applies only if:
  - any person claiming protection has met all of the conditions in this document;
  - the information you gave on the statement of fact and/or proposal form and declaration is as far as you know correct and complete;
  - you understand that the premium charged is based on the information you supplied at the start of the insurance and when it is renewed.
- If you have not given complete and accurate information it could lead to your claim being denied or the insurance becoming invalidated if a claim is made which you or any person acting on your behalf knows is false, fraudulent or exaggerated, in which case no payment will be made and all cover on this insurance will end.
- You must take all reasonable steps to protect your vehicle from loss or damage, maintain it in an efficient and roadworthy condition and allow us to examine the vehicle at any reasonable time after any loss, damage or accident. You must give us full details of the incident as soon as possible. You should also give us any information and assistance that we may require. Refer in conjunction with the IMPORTANT INFORMATION Section on Page 4.
- You must act in a way that does not prejudice our interests.
- You must report any incident to us as soon as is reasonably possible. You must send any communication about a claim (including any writ or summons) to us, unanswered, and without delay and also tell us if you know of any future prosecution, coroner's inquest or fatal accident enquiry involving any person covered by this insurance.
- Any theft or attempted theft must be reported to the Police.
- Do not admit to, negotiate or refuse any claim without written permission by us.
- We are entitled to take over and conduct, defend or settle any claim and to take proceedings, at our expense and for our own benefit, to recover any payment we have made under this insurance. Such action will be taken in your name or in the name of any other person covered by this insurance and you or the person in whose name we take action must cooperate on any matter which affects this insurance.
- In the event of a disagreement over any amount due to be paid under this insurance (liability being otherwise admitted) or any other dispute to this insurance the matter will be referred to an arbitrator who we both agree to. The arbitrator must make a decision before the dispute is referred to the courts. If you normally live in the United Kingdom, the courts in that part of the

UK in which you normally live will have authority. If you normally live outside the United Kingdom, only the courts of England and Wales will have authority. Nothing contained in this policy will affect your right to bring a dispute in another jurisdiction under Brussels regulation 44/2001 of 22 December 2000 and the 1988 Lugano Convention.

- You have 14 days to decide whether to proceed with the purchase of this insurance contract, from the later of the day that you took out the insurance contract or the day you receive the full terms of the insurance contract. If the policy is cancelled within this 14 day period we will charge a premium for the period of cover we have been insuring you plus an administration charge. This is subject to No Claims being reported and the return of the Certificate of Insurance.
- We or your insurance adviser may cancel this insurance by sending 7 days' notice in writing to you at your last known address (and in the case of Northern Ireland to the Department of the Environment, Northern Ireland). Subject to no claims having been made (or likely to be made) in the current period of insurance, we will refund a proportionate part of the premium. This will be less any amounts still outstanding under any arrangement you have made with your insurance adviser to pay the premium by instalments. You must return the Certificate of Motor Insurance.
- You can cancel this insurance at any time by writing to us via your insurance adviser and at the same time returning the Certificate of Motor Insurance. Subject to no claims having been made (or likely to be made) in the current period of insurance, we will work out the premium for the period we have been insuring you and refund any difference subject to an administration fee. The cancellation will take effect from the date we receive the Certificate.
- An administration fee is charged for any amendment to this insurance.
- If we are obliged to settle a claim which we would not have settled had it not been for the provisions of the Road Traffic Acts in the United Kingdom or corresponding legislation elsewhere or by reason of our participation in the Motor Insurers Bureau arrangements we will require that you, or the person who made the claim, repay all such monies to us.
- If you pay your premium by instalments and there is a default in payments we or your insurance adviser may cancel this insurance by sending you 7 days' notice of cancellation as detailed in General Condition (xi) although no refund of premium will be allowed for the unexpired portion of the insurance.

Should we deal with a claim involving the actual or constructive total loss of the insured motor vehicle any outstanding instalments will be deducted from the agreed settlement value.
- No refund of premium will be allowed as a result of a mid-term adjustment should any claim arise in the same policy period.

## GENERAL EXCEPTIONS

Your insurance does **NOT** cover the following:

- Any accident, injury, loss, damage or liability arising while any motor vehicle covered by this insurance is:
  - being used for a purpose for which the motor vehicle is not insured;
  - being driven by or in the charge of any person who is not noted on the Certificate of Motor Insurance as a person entitled to drive or is excluded by an endorsement, except while your motor vehicle is being serviced or repaired we will extend your policy to cover all sections detailed on the Schedule and while in the custody or control of the motor trade we will ignore any limitations as to driving or use as shown on your Certificate of Motor Insurance;
  - a motor vehicle being driven by or in the charge of any person (including you) who you know is a provisional licence holder and who is not accompanied by a person aged 21 or over and held a full UK or EU licence for at least three years;
  - being driven outside the limitations of the driver's licence;
  - being driven by any person (including you) who you know is disqualified from driving or has never held a licence to drive the motor vehicle or is prevented by law from having a licence (unless they do not need a licence by law);
  - being used in or on that part of any airport, aerodrome, airfield or military base which is used for the take off and landing of aircraft, including the movement of aircraft on the ground and aircraft parking aprons and the associated service roads, refuelling areas and ground equipment parking areas. We will not pay any claim concerning an aircraft within the boundary of the airport or airfield.
- Any motor vehicle which was manufactured outside the United Kingdom and imported other than through the manufacturers normal import arrangements.
- Any loss or damage or liability that is also covered by any other insurance policy.
- Any loss or damage or liability that occurs outside the Territorial Limits unless you have paid an additional premium (where required by us) to extend your cover under Section 9.
- Any liability you have accepted under an agreement or contract unless you would have had that liability in any case.

- Any loss or damage resulting from the empowerment or confiscation of your motor vehicle by Customs and Excise, Police or any other Government Authority.
- Any result of war, invasion, act of foreign enemy, act of terrorism, hostilities (whether war is declared or not), civil war, revolution, insurrection, rebellion, coup, military or usurped power or destruction of or damage to property by order of any government or public authority except so far as is necessary to meet the minimum required by law.
- Direct or indirect loss, damage or liability caused by or contributed to or arising from:
  - earthquake;
  - riot or civil commotion occurring in Northern Ireland or outside the United Kingdom (except where we need to provide cover to meet the minimum insurance required by the relevant law);
  - ionising radiation or contamination from any radioactive nuclear fuel or from any nuclear waste from burning nuclear fuel;
  - the radioactive, toxic, explosive or other dangerous property of any explosive nuclear assembly or nuclear part of that assembly;
  - carrying any dangerous substances or goods for which you need a police licence for (except where we need to provide cover to meet the minimum insurance required by the relevant law);
  - pressure waves caused by aircraft and other flying objects.
- Any proceedings brought against you or judgement passed in any court outside the United Kingdom unless the proceedings or judgement arises out of your motor vehicle being used in a foreign country for which we have agreed to extend this insurance cover.
- A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

## DRIVING ABROAD - refer to Section 9

All your insurance documentation should be taken with you, including your Certificate of Motor Insurance, your Schedule, your Motor Insurance Policy and a European Accident Statement.

The Certificate of Motor Insurance and the Motor Insurance Policy to which it relates applies in respect of incidents occurring in member countries of the European Union. Cover also applies in other countries which have satisfied the requirements of the Commission of the European Union namely: Andorra, Croatia, Iceland, Norway and Switzerland.

The Certificate of Motor Insurance and the Motor Insurance Policy to which it relates applies to any trailer whilst being towed by the vehicle shown on the Certificate.

This statement is repeated below in the following languages: French, German, Italian and Spanish.

Le Certificat et la police d'assurance qui s'y rattache s'appliquent au regard d'incidents ayant lieu dans les pays membres Union Européenne. La couverture s'acquiert également dans d'autres pays qui ont rempli les conditions de la Commission de la Union Européenne, c'est-à-dire: Andorre, Croatie, la Islande, la Norvège, et la Suisse.

Les Certificat et la police d'assurance qui s'y rattache s'appliquent à toute remorque étant tractée par le véhicule dont il est fait mention dans le Certificat.

Das Zertifikat und die diesbezügliche Versicherungspolice gewähren Versicherungsschutz für Versicherungsfälle in den Mitgliedsländern der EG. Der Geltungsbereich erstreckt sich ferner auf solche anderen Länder, die Erfordernisse der EG-Kommission erfüllt haben, nämlich: Andorra, Kroatien, Island, Norwegen, und die Schweiz.

Das Zertifikat und die diesbezüglich Versicherungspolice gewähren Deckung Für Anhänger des auf dem Zertifikat angegebenen Fahrzeugs.

Il certificato e la polizza di assicurazione a cui fa riferimento si applicano per gli incidenti che occorrono nei paesi della Unione Europea. L'assicurazione si applica anche per gli altri paesi che hanno soddisfatto le esigenze della Commissione della Unione Europea, cioè: L'Andorra, Croazia, Islanda, Norvegia, e Svizzera.

Il certificato e le polizza di assicurazione a cui si riferisce, si applicano a qualsiasi rimorchio che venga trainato dal veicolo indicato sul certificato.

El Certificado y la Póliza de Seguro correspondiente, cubren los accidentes que ocurran en cualquiera de los países miembros de la Unión Europea. Asimismo cubren los accidentes que ocurran en los siguientes países que reúnen las condiciones exigidas por la Comisión de la Unión Europea: Andorra, Croacia, Islandia, Noruega, y Suiza.

El Certificado y la póliza de seguro correspondiente cubren a cualquier remolque mientras vaya arrastrado por el vehículo indicado en el Certificado.

If you are involved in an accident when abroad, you should complete the European Accident Statement, the directions for use are shown on the reverse of the Statement. We advise you not to sign any documents in a language you do not understand.

### Bail Bond for presentation to the Spanish Authorities in the event of an accident

We authorise the MIB of Madrid to act on behalf of our Insured to obtain the release of the vehicle and/or the Insured and/or the person authorised to drive the vehicle from official detention following an accident.

To this effect the MIB of Madrid is hereby authorised to make guarantees or deposits up to £1,000.

La Oficina de Aseguradores de Automóviles de Madrid queda autorizada a actuar en nombre de nuestro asegurado para obtener la liberación del vehículo y/o de la persona autorizada para conducir el mismo, detenido oficialmente como consecuencia de un accidente.

A tal efecto la Oficina de Aseguradores de Automóviles de Madrid queda autorizada por el presente para depositar avales o depósitos hasa £1,000 (mil libras esterlinas).

**An international Motor Insurance Card (Green Card) is not necessary under European law, within the territorial limits shown, but is still available on request.**

### Repairs to your motor vehicle whilst abroad

Wherever reasonably possible only have temporary work carried out abroad, with permanent work completed on your return to the United Kingdom. The repairer abroad will probably ask you to settle the cost of repairs when you collect your motor vehicle, but we will reimburse this cost (subject to indemnity being in order) on your return.

## IMPORTANT INFORMATION

Insurers pass information to the Claims and Underwriting Register, run by Insurance Database Services Ltd (IDS Ltd). The aim is to help us to check information provided and also to prevent fraudulent claims. When we deal with your request for insurance, we may search the Register. When you tell us about an incident which may or may not give rise to a claim, we will pass information relating to it to the Register. You can ask for more information about this. You should show this notice to anyone who has an interest in the vehicle insured under the policy.

Insurers pass information to 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. When we deal with your request for insurance, we may search the Register. Under the conditions of your policy, you must tell us about any incident (such as an accident or theft) which may or may not give rise to a claim. When you tell us about an incident, we will pass information relating to it to the Register.

Your policy details will be added to the Motor Insurance Database (MID), run by the Motor Insurers' Information Centre (MIIC). This may be consulted by the Police in order to establish who is insured to drive the vehicle. If you are involved in an accident (in the UK or abroad), other UK insurers, the Motor Insurers' Bureau and persons with a valid claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID. You can find out more about this from your insurer, or at [www.miic.org.uk](http://www.miic.org.uk)

Notice under the Data Protection Act 1998. By taking out this Motor Policy you agree that we, and any company in the same group as either of us, may keep information about you and your Motor Policy. Any such information may be used to process your application, administer your Motor Policy or any subsequent claim you may make. You may request details of the information we hold about you at any time. We will be data controllers for the purpose of the Act and will be responsible for the processing of your data.

You should show this notice to anyone insured to drive the vehicle covered under the policy.

It is most important that you inform us immediately via your insurance adviser of any changes that occur for you or for any disclosed driver since the insurance started or since the last renewal date. If you do not advise changes it is possible that a claim will not be covered in part or in full.

The type of amendments that you should notify are:

- Change of motor vehicle – you are not insured until a covernote or revised Certificate of Motor Insurance has been issued;
- Additional motor vehicle – you are not insured until a covernote or Certificate of Motor Insurance has been issued;
- Any alteration to your motor vehicle whether mechanical or cosmetic;
- Change of address, including notification of where the motor vehicle is kept overnight;
- Change of job (by you or any disclosed driver) including any part-time job;
- Change of use and/or estimated annual mileage;
- Change of drivers – you are not insured until a covernote or revised Certificate of Motor Insurance has been issued;
- Details of any convictions/fixed penalty offences received or pending, or any outstanding Police investigation, whether due to a motoring or non-motoring offence;
- Details of any accidents or losses;
- Details of any medical conditions such as any heart condition or epilepsy or diabetic condition or any other physical or mental infirmity.

## IN THE EVENT OF A COMPLAINT

It is our intention to provide you with a first-class service in respect of any claim or other aspect of your insurance. However, if you are dissatisfied with any matter you should in the first instance contact your insurance adviser. If you are still unhappy with the service, please write to the Managing Director, Service Underwriting, Eridge House, Linden Close, Tunbridge Wells, Kent, TN4 8HH.

Should you remain dissatisfied after receiving a reply from the Managing Director of Service Underwriting, please write to the Managing Director, Service Insurance Company Limited, 260/262 Main Street, Gibraltar.

Should you remain dissatisfied after receiving a reply from the Managing Director of Service Insurance Company Limited, you can refer the matter to The Financial Ombudsman Service, South Quay, 183 Marsh Wall, London, E14 9SR. (This will not affect your rights to take legal action if necessary.)