

# PRIVATE CAR PERSONAL EFFECTS COVER

Policy number: ADR 1,283,000

Policy conditions effective as at 1 December 2013

**IMPORTANT:** This **policy** contains terms that set out what is covered and what is not covered by this insurance. **You** should read this document carefully so that **you** know what insurance **you** have. Please keep **your policy** in a safe place.

Wherever words or phrases appear in **bold** in this **policy**, they will have the meanings described in Section 1.

## WHAT THIS POLICY COVERS

**We** will provide insurance, during the **period of cover** and within the **policy territory**, against:

1. the theft of **your personal effects** from **your vehicle**; and
2. any damage to **your personal effects** while in **your vehicle** caused by a **fire** to **your vehicle**.

This cover will be subject to the terms, conditions, limitations and exclusions below.

## ELIGIBILITY

On the **start date you** are:

1. A policyholder of a **motor insurance policy** for a private car.
2. A **UK Resident**.

## YOUR RIGHT TO CHANGE YOUR MIND

If after having examined this **policy you** decide not to proceed, **you** have 14 days from the **start date** (or the day on which **you** receive the **policy** documentation, if later) to cancel by contacting **us** c/o Adrian Flux Insurance Services, East Winch Hall, East Winch, King's Lynn, Norfolk, PE32 1HN, telephone 0844 888 5544. Where no claim has been made or is pending, **we** will refund any premium paid.

**You** may cancel this **policy** at any time after the 14 day period mentioned above by contacting **us** c/o Adrian Flux Insurance Services, East Winch Hall, East Winch, King's Lynn, Norfolk, PE32 1HN, telephone 0844 888 5544. So long as no claim has been made or is pending, **you** will receive a pro-rata refund based on the annual premium and the number of days remaining until the expiry of **your policy**. Cancellations will not be backdated.

## CUSTOMER INFORMATION

If **you** have any queries regarding **your** cover under this **policy**, please contact Adrian Flux Insurance Services on 0844 888 5544 or telephone **us** on 0870 143 3515.

If **you** have hearing or speech difficulties **you** can text telephone **us** on 0870 271 1475. This document and all **our** sales literature is available in large print, audio and Braille – **we** will be happy to supply **you** with a copy or **you** can call **us** on 0870 143 3515.

Telephone calls may be monitored or recorded to assist with staff training and for quality control purposes.

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## **SECTION 1 – MEANING OF WORDS**

**Channel Islands** – Jersey, Guernsey, Alderney, Sark and Herm.

**Fire** - fire, self-ignition and lightning.

**Motor insurance policy** – a valid and in force motor insurance policy covering **your vehicle** against theft, **fire** or accident as at the date of loss and which is entered into between **you** and a **United Kingdom** authorised motor insurance company.

**Personal effects** – any item owned by **you**, but which excludes cash, vouchers, stamps, postal orders, tickets, documents, securities (such as shares or premium bond certificates) or any other item with a face value or business goods or samples.

**Period of cover** – a period of 12 months from the **start date**.

**Policy** – this document including the **schedule** which sets out **your** insurance contract with **us**.

**Policy territory** – any country within the European Union.

**Proof of purchase** – the receipt (e.g. till slip, invoice, delivery note) provided at point of sale that details the **personal effect(s)** purchased, or similar documentation that provides proof of ownership of the item being claimed for.

**Schedule** – the page of this **policy** entitled 'Schedule' which should be read in conjunction with the rest of your **policy**.

**Start date** – the date shown on the **schedule**.

**Vehicle** – a private car insured by **you** with a **motor insurance policy** in the **UK**.

**UK Resident** - means living permanently in the United Kingdom for at least 40 weeks in every 52 week period.

**United Kingdom (UK)** – England, Scotland, Wales, Northern Ireland (excluding the **Channel Islands** and Isle of Man).

**We, us, our** – Sterling Insurance Company Limited, registered in England and Wales, with no. 0498605, registered office: 50 Kings Hill Avenue, Kings Hill, West Malling, Kent ME19 4JX.

**You, your** – the person who has purchased this insurance **policy** and is named in the **schedule**.

## **SECTION 2 - WHEN DOES YOUR INSURANCE COVER START AND END?**

**Your** cover will start on the **start date** and end 12 months after that date.

### **SECTION 3 - WHAT BENEFITS WILL WE PROVIDE?**

If **your personal effects** are stolen from or with **your vehicle** or damaged by **fire** within **your vehicle** we will at **our** option either replace a **personal effect** or make a cash settlement for a **personal effect**. Please refer to Section 7 for more details on how **we** settle claims.

The maximum amount of cover during the **period of cover** is £750.

**We** will pay up to £100 in aggregate for any **personal effects** included in **your claim** where **you** cannot provide **proof of purchase** for those **personal effects**.

### **SECTION 4 – WHAT IS NOT COVERED UNDER THIS POLICY?**

**You** will not be covered for:

- 4.1 theft, loss or damage to **your personal effects** outside the **policy territory** or outside the **period of cover**;
- 4.2 where **you** are not in the **vehicle**, any theft from the **vehicle** unless all the **vehicle's** windows, doors, boot and roof are closed and the **vehicle** locked, the keys or other device used to secure, gain access to, and enable **your vehicle** to be started and driven have not been left in or on the **vehicle** and all associated alarm systems have been activated;
- 4.3 theft not reported to the police within 24 hours of the incident giving rise to **your** claim or of **your** discovery of such incident, if later;
- 4.4 theft, loss or damage to cash, vouchers, stamps, tickets, documents, securities (such as shares or premium bond certificates) or any other item with a face value;
- 4.5 theft, loss or damage of any goods or samples carried in connection with any trade or business; or
- 4.6 **fire** where a claim for the damage caused by the **fire** to **your vehicle** has not been made and paid against the **motor insurance policy** insuring **your vehicle**.

### **SECTION 5 – GENERAL EXCLUSIONS**

Cover will not be provided for:

- 5.1 the first £25 of each claim;
- 5.2 the aggregate value of any **personal effects** included in **your** claim over £100 where **you** cannot provide **proof of purchase** for those **personal effects**;
- 5.3 any expense incurred as a result of not being able to use **your personal effects**;
- 5.4 reconnection costs or subscription fees of any kind;
- 5.5 mobile phones or other gadgets with the ability to transmit and receive voice or data where the network provider hasn't been notified within 7 days of **your** discovery of the incident giving rise to **your** claim;
- 5.6 the cost of any unauthorised calls or data usage following the theft of a mobile phone or other gadget with the ability to transmit and receive voice or data;
- 5.7 loss of data stored on any electronic gadget; or
- 5.8 unrelated or unconnected loss resulting from any event which caused a claim under this **policy**.

## SECTION 6 –MAKING A CLAIM

### Important Information

In the event of a theft, **you** must inform the police within 24 hours of the theft or, if later, **your** discovery of the theft and obtain a crime reference number. **We** will need this number in order to process **your** claim.

If the item stolen is a mobile phone or other gadget with the ability to transmit and receive voice or data, **you** must also notify **your** airtime provider within 7 days of **your** discovery of the theft.

**You** can register a claim by calling **us** on 0870 143 3515 or writing to Personal Effects Claims Department, Sterling Insurance Company Limited, 50 Kings Hill Avenue, Kings Hill, West Malling, Kent ME19 4JX.

**We** will take the details of **your** claim and provide **you** with a claim form to complete if **your** claim in the first instance appears covered by this **policy**.

**You** are required to provide **proof of purchase** for the **personal effects** being claimed for. If **you** cannot provide **proof of purchase** for a particular item or items, the aggregate amount that will be taken into account in **your** overall claim will be limited to no more than £100 for all those items.

## SECTION 7 - BASIS OF SETTLEMENT OF YOUR CLAIM

In the event of a successful claim, following theft of or damage to **your personal effects**, **we** will at **our** option, where **proof of purchase** has been provided, either:

- replace a **personal effect** on a like-for-like basis, or
- make a cash payment for an amount not exceeding the retail price of a **personal effect** which applies at the time of **your** claim.

If **we** replace **your personal effects**, **we** will use reasonable efforts to replace them with the same make and model as **your** original **personal effects**. However, where this is not possible, **we** will provide a replacement which will not be of a lower specification, but may be (i) a different model; (ii) or made by a different manufacturer or (iii) vary slightly in features or functions.

**You** will need to pay **us** the £25 excess amount before **we** are able to send **you your** replacement items.

## SECTION 8 – YOUR PREMIUM AND POLICY RENEWAL

The amount of premium which **you** have to pay is shown in the **schedule**.

At least 14 days' before the end of the **period of cover you** will be contacted either to offer to renew **your policy** for a further 12 months or to advise **you** that **we** will not be renewing.

**Renewal Offer:** If **we** invite **you** to renew **your policy we** will provide **you** with details of any changes to the premium or **policy** terms. The premium **we** offer at **renewal** will reflect **your** personal circumstances notified to **us** during the **policy** year and **our** claims

experience. **We** are accordingly not able to give any guarantees as to what the premium will be in future years.

If **you** are happy with the offer of renewal, **you** do not need to do anything and **your** policy will renew automatically.

If **you** do not wish to renew, please contact Adrian Flux Insurance Services, East Winch Hall, East Winch, King's Lynn, Norfolk, PE32 1HN, telephone 0844 888 5544.

**No Renewal Offer: We** reserve the right not to offer to renew **your policy** where **we** have valid reasons not to. These valid reasons may include, but are not limited to:

- where **we** decide not to continue to offer or provide this type of insurance cover to new and existing policy holders (after the end of their existing periods of cover). We may in these circumstances offer you an alternative type of product;
- where **we** reasonably suspect fraud; or
- where **you** use threatening or abusive behaviour or language, or intimidate or bully **our** staff or suppliers.

## **SECTION 9 – CUSTOMER SERVICE INFORMATION**

Any enquiry or complaint **you** may have regarding this **policy** should be made to: The Customer Services Manager, Sterling Insurance Company Limited, 50 Kings Hill Avenue, Kings Hill, West Malling, Kent ME19 4JX. Telephone number: 0870 143 3515.

Please be ready to provide all relevant details of **your policy** and in particular **your policy** number to help **us** deal speedily with **your** enquiry.

If **you** remain dissatisfied **you** may refer **your** complaint to The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR, telephone: 0845 080 1800. Please note that the Financial Ombudsman Service will normally only consider a complaint once **we** have issued a final decision. This will not affect **your** legal rights.

A written copy of **our** complaints procedure is available to all policyholders on request.

## **SECTION 10 – GENERAL PROVISIONS**

### **Fraudulent claims or misleading information**

If any claim under this **policy** is fraudulent or is intended to mislead **us** or if any misleading or fraudulent means are used to obtain benefit under this **policy**, all rights to any benefit under this **policy** will end and **we** will be entitled to recover any benefit paid and costs incurred as a result of any such fraudulent or misleading claim.

### **Financial Services Compensation Scheme**

**We** are members of the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from this scheme if **we** cannot meet **our** obligations, depending on the type of insurance and the circumstances of **your** claim.

Further information about the scheme is available from the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk), or write to Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU.

### **Legal**

No provision or condition of this **policy** may be waived or modified except by a written endorsement signed by an authorised official on behalf of **us**.

English Law applies to this **policy** unless **you** have asked for another law and **we** have agreed to this in writing before the **start date**.

No person, persons, company or other party who or which is/are not covered under this **policy** shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term or condition of this **policy**. This will not affect any right or remedy of a third party that exists or is available apart from that Act.

#### **Data Protection**

**We** hold data in accordance with the Data Protection Act 1998. It may be necessary for **us** to pass data to other organisations that supply products or services associated with this policy. In order to verify information, or to prevent and detect fraud, **we** may share information **you** give **us** with other organisations and public bodies, including the Police, accessing and updating various databases.

If **you** give false or inaccurate and **we** suspect fraud, **we** will record this and the information will be available to other organisations that have access to the database(s). **We** can supply details of the databases **we** access or contribute to, on request. The Data Protection Act 1998 gives **you** the right to a copy of **your** personal data held by **us** upon payment of a fee.

#### **Disability Discrimination**

In accordance with the Disability Discrimination Act 1995 **we** are able to provide upon request a textphone facility, audio tapes, large print documentation and Braille documentation. Please advise **us** if **you** require any of these services to be provided so that **we** can communicate in an appropriate manner.

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