To report a claim, call:

ADRIAN FLUX	Chartwell Insurance	FLUXDIRECT	HIC
0344 381 4420	**0344 381 4463**	**0344 381 4461**	**0344 381 4462**

Lines are open 24/7 all year round

UK manned call centre

IMPORTANT

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

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

Legal Cover

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

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

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

Reporting Fraudulent claims

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

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

Motor Insurance Policy

PLEASE NOTE: The information you have given must be, as far as you know and based on reasonable enquiry, correct, complete and accurate. Our decision to insure this policy and in setting the premium that you have paid has been based on the information provided by you. If you have failed to make reasonable enquiries to ensure that the information provided is complete and accurate including anything that you may consider to be material to the rating of this insurance, this could lead to us refusing your claim or the insurance not being valid.

This policy has been underwritten by Walsingham Motor Insurance Limited on behalf of Calpe Insurance Company Limited. Calpe Insurance Company Limited registered (No. 104429) is Authorised by the Gibraltar Financial Services Commission and subject to passporting EEA Insurer regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from us on request. Walsingham Motor Insurance Limited is an appointed representative of Ambant Underwriting Services Limited which is authorised and regulated by the Financial Conduct Authority.

Calpe Insurance Company Limited is covered by the Financial Services Compensation Scheme (FSCS). Under the Financial Services and Markets Act 2000, should the company be unable to meet all its liabilities to policyholders, compensation may be available. Information can be obtained by visiting www.fscs.org.uk.

If You Have Concerns

We are committed to meeting our contractual obligations and your expectations at all times but acknowledge that things can go wrong.
If you have any questions about the policy you have purchased we recommend that you contact the broker or advisor who arranged cover for you.

If you need to complain about any aspect of the service you have received under this policy you should contact us by either writing to:
The Chief Executive Officer, Walsingham Motor Insurance Limited
7th Floor, Walsingham House,
35 Seething Lane,
London EC3N 4AH

Or by emailing: complaints@walsinghamunderwriting.com

A copy of our Complaints Handling Process is available on request.

If we are unable to resolve your issue immediately we will contact you within three working days of receipt to acknowledge your complaint and tell you what we are doing about it. We will provide you with our final response no later than eight weeks from receipt unless it has been possible to finalise our investigation and response earlier.

If however you feel the problem is still not resolved to your satisfaction, and depending on your circumstances, you may be able to refer your complaint to the Financial Ombudsman Service ("FOS").

The FOS can be contacted at South Quay Plaza, 183 Marsh Wall, Docklands, London E14 9SR Telephone: 0845 080 1800 E-mail: enquiries@financial-ombudsman.org.uk. Referral to the FOS will not prejudice your right to take subsequent legal proceedings.

FOS rules provide that you will have six months from the date of our final response to refer your complaint to them.

For all claims please call 0845 470 5043

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For all claims please call 0845 470 5043

Definitions

Whenever following words or phrases appear in your policy they have the meaning as shown below.

Accessories

This applies to any accessory which is permanently fitted to the insured vehicle that does not affect its performance.

Certificate of motor insurance

A document which is legal evidence of your insurance and which forms part of this document, and which you must read with this document.

Endorsement

Shows changes to the terms of your insurance or terms that apply specifically to you and is printed on your current schedule.

Excess

The amount you must pay towards a claim under this insurance.

Market Value

The cost of replacing your vehicle with another of the same make, specification, model, age, mileage and condition as your vehicle was immediately before the loss or damage you are claiming for.

Motor Insurance Database

The Motor Insurance Database (MID) contains the insurance policy information for all insured UK registered vehicles and is accessed by enforcement agencies to validate that all vehicle details have been disclosed and declared to the database correctly.

Period of insurance

The period of time as shown in your current policy schedule.

Proposal

The document that records the information you gave us when you bought or renewed your policy and which your contract with us is based on.

Road Traffic Act

The Road Traffic Act comprises a set of laws and all subsequent legislation concerning a driver's responsibility and liability on UK roads. This includes the law that all vehicles driven on UK roads must be insured.

Schedule

The document showing details of you, your vehicle and of the period and cover provided by this policy. This Schedule will be replaced whenever you renew your policy or make any changes or alterations to your policy.

Trailer

A trailer, semi-trailer or container used for carrying goods but which cannot be driven itself.

For all claims please call 0845 470 5043

United Kingdom, UK
England, Scotland, Wales and Northern Ireland.

We, us
Walsingham Motor Insurance Limited.

You, your
The person named as policyholder on the policy schedule & certificate of insurance or in the case of your death, this phrase will refer to your legal personal representatives.

Your vehicle
The vehicle shown on your policy schedule and described in your current certificate of motor insurance

Your Insurance Cover

Cover you choose and the sections of this policy that apply to each:
Comprehensive: - All sections of the policy apply.

Third Party Fire & Theft: - Section 1, section 2 (excluding any accidental, malicious, flood or vandalism damage) and section 7.

Third Party Only: - Sections 1 and 7 only.

For all claims please call 0845 470 5043

Claims and Accident Information and Advice

It is our aim to give you the best service we can, as well as control the claim costs which may affect the future cost of your insurance.
We use a specialist team to handle all claims and if your vehicle is covered for damage under this policy we use a network of approved repairers to get you back on the road as quick as possible.
We are committed to protecting you and us by tackling fraud and fraudulent claims to keep your future insurance premiums as low as possible.
To receive the full level of cover afforded to you under this policy you must take all reasonable precautions to protect your vehicle by making sure that:-

- The keys to your vehicle are kept in a safe place and never left in your vehicle.
- Your vehicle is never left unlocked, or with windows or roof panels open.

To report any claim or incident please call **0845 470 5043** making sure you have your policy number, vehicle registration and driver details including driving licence to hand.
Our expert claims staff will help you get back on the road as quickly as possible.
Windscreen helpline **0845 470 5043**
Call this number if you need to report a windscreen claim.

What you need to do In the event of an Accident or claim to help us to give you the best possible service:

- Tell us as soon as you possibly can about the claim, if safe to do so from the scene of the accident.
- Do not apologise or admit fault.
- Exchange: - names, addresses, Tel. nos. and details of Insurance Companies (including their policy number if possible) with all people involved in the accident.
- Note the registration number, make and model of any other vehicle(s) involved
- Take photographs where possible of damage to all vehicles and of the scene of the accident, if safe to do so.
- Make a note of the number of passengers in the other vehicle(s)
- Make a note of any obvious injuries or if any person indicates an injury.
- Take the name, address and contact number of any witnesses.
- Note if vehicle lights were on, any signals made by either party and as soon as you are able make a sketch of the scene.
- Be sure to note: - time, date, location and traffic, weather and road conditions

You should contact the Police if:

- Anyone is injured.
- A dog or farm animal is injured.
- A Third Party fails to stop.
- Street furniture or Third Party property is damaged.
- You know/think an offence has been committed.
- Your vehicle has been stolen or broken into;
- Always obtain the name and number of any police officer who attends the scene and make a note of the Crime Reference Number.

For all claims please call 0845 470 5043

Notice of Data Protection

Please read this carefully as it contains important information about the details you have given or will give us. You should show this notice to anyone covered by this insurance.
In order that we can assess the terms of an insurance contract, or deal with any claims that may arise, we may need to share information which is classed as 'sensitive' under the Data Protection Act 1998. We may also pass this information to other organisations that we have carefully chosen as well as other companies within our group.
Insurers pass information to the Claims Underwriting and Exchange Register and the Motor Insurance Anti-Fraud and Theft Register run by Insurance Database Services Limited (IDSL). This helps insurers check information and prevent fraudulent claims. When we deal with your request for insurance we may search these registers.
If you make a claim, we may need to release information to another person or organisation involved in that claim.
Under the conditions of your policy, you must tell us about any incident (such as an accident or theft) which may or may not result in a claim. When you tell us about an incident, we will pass information relating to it to IDSL.
We will share information about you with other organisations and public organisations including the police for the purpose of, preventing or detecting fraud, tracing debtors or beneficiaries and recovering debt.
If you have used our credit facility to pay your premiums, we may share your information with credit-reference agencies and other companies for use in credit decisions, to prevent fraud and bad debt situations.
We will only process the details you have provided in line with the Data Protection Act 1998 and other laws which may apply. Your information may also be processed outside of the European area. In all instances we make sure that your information is adequately protected.

Motor Insurance Database

Information about your insurance policy will be added to the Motor Insurance Database (MID) which is managed by the Motor Insurers' Bureau (MIB). Certain government or authorised organisations including the police, the DVLA, the DVANI, the Insurance Fraud Bureau and other organisations allowed by law may search the MID and the information stored on it.
It is essential that your correct registration number is logged with the MID. If your registration number it is not shown correctly on the MID, you are at risk of having your vehicle seized by the police. You can check that your correct registration number details are shown on the MID at www.askmid.com.

Section 1 - Liability to others

Your Legal Liability to Other People

We will provide cover and pay all amounts for which you are legally liable arising from any incident in which you are involved while driving, using or in charge of your vehicle in the United Kingdom, the Isle of Man or The Channel Islands.
The most we will pay for property damage for any one claim or series of claims arising out of one incident is shown in your policy schedule.
We will also pay for costs and expenses in respect of any one claim or series of claims arising from one incident, the maximum amount we will pay is shown in your policy schedule.
If there is a property-damage claim made against more than one person covered by this insurance, we will first deal with any claim made against you.

The legal Liability of other people

In the same way as we cover you above, we will also cover the following people:-

- Any person you allow to drive or use your vehicle, provided they are allowed by your current certificate of motor insurance and have not been excluded by an endorsement, exception or condition shown in your policy schedule,
- Any passenger involved in an accident whilst travelling in or getting into or out of the insured vehicle, provided you ask us to cover the passenger,
- Your employer or business partner while you are driving or using your vehicle on their business provided this use is permitted by your current Certificate of Motor Insurance,
- After the death of anyone who is covered by this insurance, we will deal with any claim made against that person's estate, as long as the claim is covered by this insurance.

Driving other Cars (only applicable if shown in your Policy Schedule and Certificate)

Provided you are permitted to do so by your Certificate of Motor Insurance and Policy Schedule, we will cover you in respect of your legal liability to others, to drive any private car that you do not own and have not hired under a hire-purchase or leasing agreement, as long as you have the owner's permission to drive the car and the car has road tax and a valid MOT document if applicable.
Cover under this section does not;

- Apply to any loss or damage to the car you are driving,
- Apply to any incident which happens outside of the United Kingdom, the Isle of Man or The Channel Islands,
- Apply to any legal responsibility if you no longer have the insured car,
- Apply to any incident which happens when the insurance is not in the name of an individual person,
- Apply to any legal responsibility unless the car is insured in its own right,
- Apply if you are under 25 years of age and/or have not held a full UK driving licence for a period in excess of 24 months.

For all claims please call 0845 470 5043

Legal Costs and Expenses

Subject to our prior written agreement we will pay;

- Any reasonable and properly incurred Solicitor's costs if anyone we cover is represented at a Coroner's inquest, Fatal accident inquiry or Court of summary jurisdiction;
- The costs for legal services to defend anyone we cover against any prosecution arising from any death;
- Any other legal costs and expenses incurred in connection with an accident which may involve legal liability under this policy;
- We will only pay these fees if they arise from an accident that is covered by this insurance.

Emergency Treatment Fees

We will pay for emergency treatment fees as required by the Road Traffic Acts following an accident involving any vehicle covered by this policy. This cover only applies in the United Kingdom, the Isle of Man or The Channel Islands.

Trailers and Towing

We will provide cover under this section while any vehicle covered by this insurance is towing a caravan, trailer or mechanically propelled vehicle which is disabled (as allowed by law).

This cover only applies subject to the caravan, trailer or broken-down vehicle being properly attached and secured to your vehicle by towing equipment made for the purpose.

We will not cover any property being carried in or on the towed caravan, trailer or broken-down vehicle; nor will we cover any caravan, trailer or vehicle being towed for reward.

For all claims please call 0845 470 5043

Exceptions to Section 1

This section does not cover the following.

- Any person who can claim for the same loss from any other insurance,
- Death of or bodily injury to any person arising out of and in the course of their employment by the policyholder or by any other person claiming under this insurance, except where it is necessary to meet the requirements of the Road Traffic Act,
- Loss of or damage to any property belonging to or in the care of anyone covered under this policy that is making a claim under this section of the policy,
- Any legal responsibility while your vehicle is being used in or on restricted areas of airports or airfields. We will not pay any claim which involves an aircraft within the boundary of the airport or airfield,
- Any legal responsibility arising directly or indirectly from acts of terrorism, as defined in the UK Terrorism Act 2000, unless we need to provide the minimum insurance required by the Road Traffic Act,
- Any legal responsibility, for claims for death, injury, illness, loss or damage to property arising directly or indirectly from pollution or contamination unless caused by a sudden identifiable unintended and unexpected event, unless we are required by the Road Traffic Act to provide minimum insurance, this relates to contamination or pollution caused directly or indirectly by any substance, liquid, vapour or gas leaking or being released and includes contamination or pollution of any building or other structure, water, land or the air,
- Any claims arising directly or indirectly from contamination or pollution if it is caused by any substance, liquid, vapour or gas being deliberately released or leaks caused by the failure to maintain or repair your vehicle, or any part of it,
- Death, bodily injury or damage arising as a result of loading or unloading your vehicle somewhere other than on the road by anyone apart from the driver or attendant.

For all claims please call 0845 470 5043

Section 2 - Loss of or damage to your vehicle

Under this section we will provide cover and pay (less any excess) for loss or damage to the vehicle specified in the policy schedule caused by:

- Accidental or malicious damage or vandalism,
- Theft, attempted theft or the taking away of your vehicle without your permission,
- Damage by flood, fire, lightning, self-ignition and explosion.

We will pay at our option in one of the following ways:

- For any damage to be repaired,
- A cash amount to replace the loss or damage,
- Supply a replacement for the lost or damaged item.

The most we will pay for Loss of or Damage to your vehicle will be:

The market value of your vehicle immediately prior to the loss (including its accessories), up to the value shown in your policy schedule or the cost of repairing your vehicle; whichever is less.
We will not pay the cost of any repair or replacement which improves your vehicle or any of its accessories to a better condition than they were immediately before the loss or damage.

Excesses

You will have to pay the total amount of excess specified in your policy schedule for each incident of loss of or damage to your vehicle. The amount of excess may vary according to the nature of the claim; this will be defined in your policy schedule.
If more than one vehicle is insured on your policy the total amount of excess shown in your schedule will apply to each vehicle separately.

Windscreen damage (comprehensive cover only)

We will pay for breakage or damage to your vehicle's windscreen or windows and for any surrounding bodywork scratched as a result of this incident.

The helpline number is 0845 470 5043.

We will not cover sun roofs, roof panels, lights or reflectors whether glass or plastic under this section.
The maximum amount we will pay for a claim under this section is shown by endorsement in your policy schedule together with the amount of excess you will have to pay.
A claim for windscreen or window damage will not affect your no claim bonus.

Recovery following an incident

If following an incident your vehicle is disabled due to damage covered by this section we will pay the reasonable cost of removing your vehicle from the place where the damage happened to the nearest competent repairer. We will also pay the reasonable cost of delivering your vehicle back to you in the United Kingdom after repair.
If unnecessary damage is caused as a result of you attempting to move your damaged vehicle, we will not pay any extra cost arising from this action.

Repairs

If your vehicle is damaged in any way covered by this insurance, contact us immediately for advice and help about repairs.
If your vehicle cannot be driven safely, you may authorise reasonable and necessary repairs without previously getting our permission, as long as you tell us immediately.
We may arrange for your vehicle to go to a repairer we choose if we cannot reach an agreement with the repairer over costs. We may use recycled or non-original parts and equipment when repairing your vehicle.

Courtesy car for private car policies

If you have a claim under this insurance where your private motor car is repairable we will provide you with a class "A" courtesy car as long as you use one of our approved repairers. Subject to the application of the excess as specified in the policy schedule we will extend to cover the courtesy vehicle under this insurance. The courtesy car will be provided from the time your motor vehicle is collected for repair until the time it is returned to you.

If your vehicle is not repairable

If the cost of repairing your vehicle is greater than the market value of your vehicle, we will pay you a cash amount (this will not exceed vehicle value shown in your policy schedule) as compensation. Once you accept our offer, your vehicle will then become our property.
We may also ask you to send us your vehicle registration document (V5c), valid MOT certificate, vehicle purchase receipt, all keys and any other relevant documents before we agree settlement.
You should be aware that if we settle your claim as above and you are not the owner of the vehicle we will normally only pay the vehicle's owner the compensation amount.
Also if there is any outstanding loan on your vehicle, we may pay the finance company what they are owed first and the balance, if any to yourself. If the outstanding amount owed to the finance company is more than our offer you will be responsible for the outstanding balance.
If your vehicle is leased or on contract hire, in the same way as any outstanding loan on your vehicle we will pay any outstanding monies owed to the leasing or contract-hire company first, with you being responsible for any outstanding balance over and above our offer.

For all claims please call 0845 470 5043

New vehicle Benefit

If your vehicle is less than one year old (calculated from the date of first registration) at the time of a valid claim covered by this motor policy we will replace your vehicle with a new one of the same make, model and specification, providing one is available in the UK if:-

- The cost of repairing any damage is more than 60% of the latest manufacturer's recommended retail price in the UK (including taxes),
- It is stolen and not recovered,
- You are the first and only registered keeper and owner,
- Your vehicle has not covered more than 10,000 miles.

If a vehicle is not available, we will pay an amount equal to that which was paid when you bought your vehicle or the current manufacturer's Recommended Retail Price (including taxes), whichever is less. The lost or damaged car will then belong to us. We will only provide this benefit if you ask for it and anyone who has a financial interest in the car agrees.

Audio and Navigation Equipment

The cover provided by this policy includes loss of, or damage to original manufacturers, permanently fitted audio, visual, communication, guidance or tracking equipment. Cover for any equipment that has been added from the original manufacturer's specification is only provided if shown in your policy schedule.

When your vehicle is being serviced

The cover provided under this section will still apply when your vehicle is being serviced or repaired. While your vehicle is in the hands of the motor trade for a service or repair, we ignore any restrictions on driving or use (as shown in your certificate of motor insurance).

For all claims please call 0845 470 5043

Exceptions to Section 2

This section does not cover the following

- The total amount of any excess shown in your policy schedule,
- Any amount of cost relating to the loss of use of your vehicle (including hiring another vehicle),
- Wear and tear to your vehicle,
- Loss or damage to your vehicle caused by an inappropriate type or grade of fuel being used,
- Failures, breakdowns or breakages of mechanical, electrical, electronic or computer equipment,
- Depreciation in value of your vehicle, including the result of any damage, whether that damage is repaired or not,
- Repairs or replacements which improve the condition of your vehicle.
- Damage to tyres, unless caused by an accident to your vehicle,
- Damage due to liquid freezing in the cooling system, unless you have taken reasonable precautions as laid down by the vehicle manufacturer's instructions,
- Loss of or damage to accessories unless they are permanently fitted,
- More than the last list or quoted price for any parts or accessories which have become unobtainable or are no longer manufactured in the UK,
- Loss of or damage to your vehicle as a result of deception or diminution,
- Loss resulting from repossessing your vehicle and returning it to its rightful owner,
- Loss of or damage to your vehicle or its contents by theft or attempted theft or an unauthorised person taking and driving it if,
  - a) It has been left unlocked,
  - b) It has been left with the keys in it,
  - c) It has been left with the windows, roof panel or the roof of a convertible vehicle open,
  - d) You have not taken reasonable precautions to protect it,
- Loss of or damage to your vehicle resulting from the unauthorised taking away of your vehicle by a member of your immediate family, or a person living in your home, unless that person is convicted of theft,
- Loss of or damage to any vehicle which you are driving unless that vehicle is shown in your policy schedule,
- Loss of fuel.
- If an accident, which happens when any vehicle covered by this insurance is being driven by you or any person insured to drive results in that person being convicted of an offence involving drink or drugs, or an equivalent offence under the laws of other countries where this insurance provides cover, the cover we provide for that accident is limited to the minimum cover needed to meet the requirements of the Road Traffic Act.

For all claims please call 0845 470 5043

Section 3 - Medical expenses

We will pay up to the amount shown in your policy schedule for the medical expenses for you or any of your passengers who are injured as a result of an accident involving your vehicle.
You will not have to pay an excess for any claim under this section.

Section 4 - Personal accident benefits

If you, your husband, wife or civil partner are involved in an accident we will pay the amounts shown in your policy schedule for Death, Loss of limb or Permanent loss of sight in one or both eyes within ninety days of the incident, providing that this accident it is the only cause of death or injury. The most we will pay in any period of insurance is also shown in your policy schedule.

For us to pay personal accident benefit the injury or death must;

- Be directly connected with an accident involving your vehicle,
- Have happened when you, your husband, wife or civil partner were travelling in, or getting into or out of, your vehicle,
- Payments will be made to you or your legal personal representative,
- If you or any person covered under this section have any other insurance policy with us, we will only pay out under one contract.

Cover under this section does not apply:

- If the injured person is aged 70 years or more at the time of the accident
- If caused by deliberate self-injury, suicide or attempted suicide
- If at the time of the accident the injured person has an alcohol or drug content in the blood/urine in excess of the legal limit
- If at the time of the accident any person was not complying with the law concerning wearing of seat belts.

Section 5 - Personal Effects

We will pay up to £100 for personal effects whilst in your vehicle if they are stolen or damaged because of an accident, fire, theft or attempted theft. We will only provide this cover if your vehicle is secure and all reasonable efforts have been made to protect all personal effects at the time of the incident.
Cover under this section does not apply

- To Money
- Goods or samples connected with the work of any driver or passenger
- If your property is insured under any other contract

Your excess does not apply under this section

Section 6 - Loss of keys contribution

We will make a contribution up to the maximum amount shown in your policy schedule towards the cost of replacement locks and keys for your vehicle if they are lost or stolen provided that:-

- The keys were not left in or on your vehicle while it was unattended.
- You inform the police as soon as the loss is discovered.

Your excess does not apply under this section

For all claims please call 0845 470 5043

Section 7 - Foreign use

We will provide the minimum insurance required by the relevant law to allow you to use your vehicle:

- In any country which is a member of the European Union
- In any other countries which have made arrangements to meet the insurance conditions of, and are approved by, the Commission of the European Union.

This cover only applies if your permanent home is in the UK and your visit to these countries is temporary.

Extended Foreign Use cover

If you want to travel to any other country, or want to extend the cover to that shown in your policy schedule, you must contact your intermediary or us before you travel.
If we agree to extend your cover, and you pay any extra premium that we ask for, we will extend your cover to apply to claims which happen:

- In any country which we have agreed to provide cover for,
- When in transit (including loading and unloading) between any countries to which this policy applies, but such transit must be by a recognised sea, air or rail route which takes 65 hours or less under normal conditions.

Customs duty

If your vehicle suffers any loss or damage covered by this insurance, and your vehicle is in any country which we have agreed to provide cover for, we will:

- Reimburse any customs duty you have to pay after importing your vehicle into any of the countries where you have cover,
- Reimburse any general average contributions and salvage charges you may have to pay while your vehicle is being transported as outlined above.

If your vehicle cannot be driven because of any loss or damage, we will pay the cost of delivering your vehicle to you at your address after the repairs have been made.

For all claims please call 0845 470 5043

General Terms and Conditions

Procedures and Conditions for Accidents and Claims

For us to provide the cover described in this insurance **YOU MUST;**

- After any loss, damage or accident give us full details of the incident as soon as possible,
- Send or provide us with any information, documentation and help we need to help us deal with your claim,
- Send every communication you have about a claim (including any writ or summons) to us without delay and unanswered,
- Tell us if you know about any future prosecution, coroner's inquest or fatal accident inquiry involving anyone covered by this insurance,
- Not admit to, negotiate on or refuse any claim unless you have our written permission,
- Take all reasonable steps to protect your vehicle from loss or damage, and to maintain it in an efficient and roadworthy condition,
- Let us examine your vehicle at any reasonable time.

Also, we will only provide the cover described in this insurance if;

- Any person involved in or making a claim has met all the conditions in this document,
- The information you have given must be, as far as you know and based on reasonable enquiry, correct, complete and updated and the premium you have paid has been based on this information. If you have failed to give us complete and accurate information including anything that you may consider to be material to the rating of this insurance, this could lead to us refusing your claim or the insurance not being valid.

- There is a valid Department for Transport test certificate (MOT) in force for the insured vehicle if one is needed by law. In the absence of a (MOT) all cover under Section 2 of this insurance is cancelled and of no effect.

Fraudulent Claims

If a claim is made which you or anyone acting on your behalf knows is false, fraudulent or exaggerated, we will not pay the claim and cover under this insurance will end. If you or anyone acting on your behalf provides false or stolen documents to support a claim, we will not pay the claim and this insurance will end.

Handling a claim on your behalf

We can if we choose;

- Takeover, carry out, defend or settle any claim,
- Take proceedings (which we will pay for, and for our own benefit) to recover any payment we have made under this insurance. We will take this action in your name or in the name of anyone else covered by this insurance.
- You, or the person whose name we use, must co-operate with us on any matter which affects this insurance.

For all claims please call 0845 470 5043

Arbitration

If we accept your claim, but disagree with the claim amount, the matter will be passed to an arbitrator who we both agree to. When this happens, the arbitrator must make a decision before you can start proceedings against us.

Our right of recovery or withdrawal

If, under the law of any country which this insurance covers you in, we must settle a claim which we would not otherwise have paid, we may recover this amount from you or from the person who made the claim.
If we refuse to provide cover because you have failed to provide information or provided incorrect information, but we have a legal responsibility to pay a claim under the Road Traffic Acts, we can settle the claim or judgment without affecting our position under this policy. We can recover any payments that we make from you.
If there is more than one claim for property damage arising out of any one cause, we may pay you under section 1 of this policy up to the maximum amount shown in your policy schedule. We will deduct from this amount any amounts we have already paid as compensation. When we pay this amount, we will withdraw from any further action connected with settling these claims. We will cover any legal costs and expenses paid with our permission, up to the time we withdraw from dealing with the claims.

Changes to the information on which your cover is based

You must notify us as soon as possible of any changes which affect your policy and which have occurred either since the cover started or since the last renewal date, such as:

- Any change of vehicle from that shown in your policy schedule,
- Any changes you or anyone else may make to your vehicle which differs from the manufacturer's standard specification (whether the changes are mechanical or cosmetic),
- A change of address,
- A change of occupation or job, including any part-time work by you or any other drivers,
- A change in the use of your vehicle,
- If any named driver becomes the main user of your vehicle,
- Details of any new driver not shown in your policy schedule who you now want to drive,
- Details of any motoring conviction, disqualification or fixed-penalty motoring offence or any prosecution pending for any motor offence (where a case is being investigated but there is no conviction yet) for you or any person allowed to drive,
- Details of any non-motor conviction or prosecution pending (where a case is being investigated but there is no conviction yet) for you or any person allowed to drive,
- Details of any accident or loss (whether or not you make a claim) involving your vehicle,
- If any driver suffers from a disability or medical condition that must be revealed to the DVLA, whether the driving licence has been restricted or not,

If you are not sure whether certain facts are relevant, please ask your intermediary or us, if you do not tell us about relevant changes your policy may not be valid or not cover you fully,
We or your intermediary will give you advice on any change in premium and we will send you a new schedule confirming our acceptance to the change.

For all claims please call 0845 470 5043

No claim bonus (NCD)

We will allow an NCD against your renewal premium if no claim has been made or arisen under this policy during the previous period of insurance.
The amount of discount allowed will be in accordance with our scale of NCD at the time of your renewal.
If we have to make a payment which we have not yet been able to recover or which we cannot recover from any other party involved in the incident, a claim will count against your NCD even if you are not at fault. Should this happen your NCD will be reduced at renewal of your policy in accordance with our scale at the time. You cannot transfer your NCD to another person.

Protected No Claims Discount

Where this is available this is subject to an increase in premium and an additional excess (this only applies if shown by endorsement in your schedule where the increase in premium and additional excess will be shown).
There are three options that may be available subject to our agreement-

a) When you can provide one or two years NCD proof (Applicable to Commercial Vehicle and Taxi Policies Only) or,
b) When you can provide three years NCD proof,

the NCD will not be prejudiced provided that not more than one claim is made in any one annual period of insurance.
In the event of a single claim being made under this policy in any one annual period of insurance the NCD will NOT be increased at the following renewal date and will only be increased at a subsequent renewal date after a further twelve months claim free period.
In the event of more than one claim in any one annual period of insurance the NCD will be reduced to NIL at the next renewal date.

c) Available when you can provide a minimum 4 years NCD proof subject to;

The NCD will not be prejudiced provided that no more than two claims are made in any five year period of insurance. If three claims are made in any five year period of insurance we will reduce the NCD to a one year at the following renewal. If more than three claims are made in any five year period of insurance we will reduce the NCD to NIL at the following renewal.

NOTE: Regardless of the (NCD) entitlement and our agreement to protect this discount we reserve the right to increase the premium at renewal to reflect any adverse claims or driving record.

Emergency medical treatment

Payments for emergency medical treatment will not affect your no claim bonus.

Payments for journeys (car sharing)

You can accept payments from passengers in your vehicle if you are giving them a lift for social or other similar purposes. Accepting these payments will not affect your cover providing;

- Your vehicle cannot carry more than seven people (excluding the driver).
- You are not carrying the passengers in the course of a business of carrying passengers.
- The total payments you receive for the journey does not provide a profit.

For all claims please call 0845 470 5043

How this policy may be cancelled

- If this insurance does not meet your needs, you may cancel it by sending written notice to us within 14 days of the commencement date of cover.
- If the insurance cover has already commenced, you will be entitled to a refund of the premium paid, subject to a deduction for the time for which you have been covered, calculated as a proportion of the time for which the insurance would have provided cover and for any cost incurred by us. Please note the full annual premium is payable in the event of a claim and no refund will be given.
- This charge will be at least £25 plus insurance premium tax (IPT). The 14-day period applies to new policies and the renewing of existing policies.
- We or your intermediary may cancel this insurance by sending seven days' notice, in writing, to your last known address. We will then refund the part of your premium which applies to the period of insurance which is left to run. We will send this refund to you or your intermediary.
- You may cancel this insurance at any other time by telling us in writing and supplying proof of alternative insurance cover or bill of sale in the event that the vehicle has been sold. If you have not made any claim in the current period of insurance, we will work out the charge for the time you have been covered by your insurance (using our short-period rates shown below) to the date we receive proof of alternative insurance cover or bill of sale in the event that the vehicle has been sold.
- We will then refund to you or your intermediary the amount we owe you.
- If a claim has been made there will be no refund due.

Period you have had cover for	**15 days to 1 month**	**up to 2 months**	**up to 3 months**	**up to 4 months**	**up to 6 months**	**up to 8 months**	**over 8 months**
Percentage of annual premium covering that period	**25%**	**30%**	**50%**	**60%**	**75%**	**90%**	**Full Premium**
Percentage of refund	**75%**	**70%**	**50%**	**40%**	**25%**	**10%**	**Nil**

If you have agreed to pay your premium by instalments under our payment plan, the following will apply.

- If you do not pay an instalment when the policy is due for renewal, all cover under this contract will end from that date.
- If you do not pay an instalment at any other time, we may refuse to pay any claim arising from an event which happens on or after that date. If you do not pay a previously unpaid instalment when we ask a second time, we will cancel this contract from the due date of the first unpaid installment. All cover under this contract will end.
- If you need to pay any extra premium during the period of insurance (other than for any Temporary change, which must be paid in full at the time of the change) it may be spread out over the remaining instalments due for that year. If you have already paid all your installments, you must immediately pay any extra premium when it is due.

For all claims please call 0845 470 5043

General Exclusions

These general exclusions apply to the whole of this motor insurance policy.

Your insurance does not cover any legal responsibility, loss or damage arising whilst any vehicle covered by this insurance is being;

a) Used for any purpose not shown on your Certificate of motor Insurance and/or policy schedule,
b) Driven by or is in the charge of anyone who is not shown on your certificate of motor insurance as a person entitled to drive or who is excluded by endorsement,
c) Driven by you or anyone who is disqualified from driving, does not hold a valid driving licence in line with current law or has never held a licence to drive your vehicle, does not keep to the conditions of their driving licence or is prevented by law from having a licence, unless they are not required by law to have a licence,
d) Used on any race track, race circuit or toll road without a speed limit,
e) Used for racing or pace making, used in any contest or speed trial or is involved in any rigorous reliability testing,
f) 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,
g) Used in an unsafe or un-roadworthy condition or, where such regulations require, does not have a current valid M.O.T. certificate,

- Any legal responsibility, loss or damage that is also covered by any other insurance,
- Any legal responsibility, loss or damage that happens outside the UK, other than where we have agreed to provide cover, see section 8 of this policy,
- Any legal responsibility you have accepted under a separate agreement or contract unless you would have had that responsibility anyway,
- Any result of war, riot, revolution or any similar event unless we need to provide cover to meet the minimum insurance required by law,
- Direct or indirect loss, damage or legal responsibility caused by, contributed to or arising from;

a) Earthquake,
b) Riot or civil commotion in Northern Ireland or outside the UK, The Isle of Man or The Channel Islands, unless we are required to provide cover to meet the minimum insurance needed by law,
c) Ionising radiation or contamination from any radioactive nuclear fuel, or from any nuclear waste from burning nuclear fuel,
d) The radioactive, toxic, explosive or other dangerous property of any explosive nuclear equipment or nuclear part of that equipment,
e) Carrying any dangerous substances or goods for which you need a licence from the relevant authority, unless we need to provide cover to meet the minimum insurance needed by law,
f) Pressure waves caused by aircraft and other flying objects.

- Any proceedings brought against you, or judgment passed in any court outside the United Kingdom, unless the proceedings or judgment arises out of your vehicle being used in a foreign country which we have agreed to extend this insurance to cover.

For all claims please call 0845 470 5043

Endorsements

Endorsement 01 - Damage, fire and theft excess

We will not pay the total excess amount shown in the schedule of any claim under section 2 of this policy document. This endorsement will not apply to claims made for windscreen damage only.

Endorsement 02 - Windscreen damage (comprehensive cover only)

Subject to the conditions in your policy there is no limit to the cost of a replacement or repaired windscreen. Providing your windscreen is replaced by our approved supplier you must pay the first £75 of any claim. If your windscreen is repaired by our approved supplier, you must only pay the first £10 of any claim. If your windscreen is repaired or replaced by any other company, you must pay the first £125 of any claim.
A windscreen claim will not affect your No claim bonus.

Endorsement 03 – Excluding Drivers under 21

We will not provide any cover while your vehicle is being driven by, or is in the charge of, any person under 21 years of age.

Endorsement 04 – Excluding Drivers under 25

We will not provide any cover while your vehicle is being driven by, or is in the charge of, any person under 25 years of age.

Endorsement 05 – Excluding Drivers under 30

We will not provide any cover while your vehicle is being driven by, or is in the charge of, any person under 30 years of age.

Endorsement 06 – Excluding inexperienced drivers

We will not provide any cover while your vehicle is being driven by, or is in the charge of, any person who has not held a full EU or UK driving license for a minimum of 24 months.

Endorsement 07 – Protected no claim bonus for taxi and courier policies

We will protect your no claim bonus in line with the criteria and conditions shown under the Protected No Claim bonus section in your policy subject to an additional £100 extra excess as stated within the schedule of this insurance.

Endorsement 08 – Driving other Cars

Section 1 of this policy extends to allow you the policyholder, to drive another car, as long as the other car does not belong to you, and it is not hired to you either under a hire purchase or leasing agreement, and that you have the owner's permission to drive it.

Endorsement 09 – Drinks and drugs clause

ENDORSEMENT OBSOLETE

For all claims please call 0845 470 5043

Endorsement 10 – Deleted sections

Any section or part of a section shown by a number or description in the schedule does not apply to this insurance.

Endorsement 11 – Protected no claim bonus for commercial vehicle & private car policies

We will protect your no claim bonus in line with the criteria and conditions shown under the Protected No Claim bonus section in your policy subject to an additional £50 extra excess as stated within the schedule of this insurance.

For all claims please call 0845 470 5043