





# Highway Car Insurance



## **WELCOME TO LV= BROKER**

Thank **you** for choosing to insure with LV= Broker Highway Car insurance. **We** hope **you** will be happy with the cover and service you get from **us**.

This **Document of Insurance** tells **you** everything **you** need to know about **your** insurance policy, so why not grab a brew and have a read through.

Please keep it safe with your schedule and certificate of motor insurance.

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Thank you again for choosing LV= Broker.

## YOUR CAR INSURANCE POLICY

Please read this **document of insurance**, the **schedule**, **endorsements** and **certificate of motor insurance** as one document. This is **your** contract with **us**.

It is **our** agreement with **you**, based on information **you** give **us** and on the information in **your** proposal form or statement of insurance.

In return of **your** payment **we** will give **you** insurance cover as set out in this **document of insurance** according to the cover sections and period of insurance shown on **your schedule**.

If **you** wish to change anything or if there is anything **you** do not understand, or any statement is incorrect, please contact **your broker**.

#### The laws that apply to this contract

Unless **we** agree with **you** to apply the laws of another country, English law will apply to this **contract**. All communications will be in English.

## YOUR CAR INSURANCE POLICY CONTINUED

## **Important Information - Privacy Policy**

#### A summary of how we use personal information

Highway Insurance Company Limited is the controller of personal information. We'll keep **you** informed about how **we** use personal information in the document 'Privacy Policy', which is available:

online at www.LVbroker.co.uk/customers/data-protection

**You** have a number of rights concerning personal information. **You** can ask for a person to *review* an automated decision, and in certain circumstances to:

- access the personal information we hold about you or anyone on the policy.
- correct personal information you think is inaccurate or to update information you think is incomplete.
- have personal information deleted in certain circumstances.
- restrict **us** processing personal information, under certain circumstances.
- receive personal information in a portable format. This only applies to information you have provided to us.
- *object* to **us** processing personal information, under certain circumstances.

If **you** want to find out more or exercise these rights, contact GI Customer Support, LV=, County Gates, Bournemouth, BH1 2NF or email **us** at GICustomerSupport@ LV.co.uk

**You** can also contact **our** Data Protection Officer: Data Protection Officer, 57 Ladymead, Guildford, Surrey, GU1 1DB, or via email at Gldataprotection@LV.co.uk

## YOUR POLICY DEFINITIONS

The following words will be found in your document of insurance in bold print. Please refer to the definitions below which will provide you the meaning unless we say differently.

Accessories	Parts or products specifically designed to be fitted to <b>your car</b> , including charging cables designed to charge <b>your</b> electric car. <b>We</b> may treat some <b>accessories</b> as modifications, so please tell <b>us</b> about any alterations to <b>your car</b> .
Approved Repairer	A repairer in <b>our</b> network of contracted repairers, who is approved by <b>us</b> to perform repairs to <b>your car</b> .
Broker	The person or company <b>you</b> purchased this insurance from.
Certificate of motor insurance	This forms part of the policy and proves that <b>you</b> have motor insurance required by law to drive a motor vehicle on public roads. This also shows the registration number of the car <b>we</b> are insuring, who is allowed to drive <b>your car</b> , the period of time covered by this policy and the purposes for which <b>your car</b> can be used.
Contract	This document of insurance, your certificate of motor insurance and your schedule form part of the contract.
Document of insurance	This booklet.
Endorsement	Terms of the insurance cover that form part of <b>your</b> policy. <b>Endorsements</b> can alter the cover provided either by adding or removing cover.
Excess	The first part of a claim which <b>you</b> must pay. More than one <b>excess</b> can apply, part of which may be a voluntary <b>excess</b> chosen by <b>you</b> .

## YOUR POLICY DEFINITIONS CONTINUED

Green Card	The International Motor Insurance Card. This is the document that some countries need as proof of compulsory insurance.
In-Car Equipment	Permanently fitted audio equipment, fitted car telephone, dashboard or windscreen mounted camera, DVD player, television and satellite navigation equipment.
Key(s)	Any <b>key(s)</b> , device, or code used to secure, gain access to, immobilise, and enable <b>your car</b> to be started and driven.
Market Value	The cost of replacing <b>your car</b> with one of the same make, model, specification, year, mileage and condition. In deciding the <b>market value</b> of <b>your car</b> , <b>we</b> will usually ask an engineer for advice and refer to motor trade guides and other relevant sources. <b>We</b> will consider the amount <b>you</b> could reasonably have obtained for <b>your car</b> if <b>you</b> sold it immediately before the accident, loss or theft and not the price <b>you</b> paid for it.
Schedule	This forms part of the policy and contains details of <b>you</b> and <b>your car</b> and particular features of the insurance.
Track days	Driving or use on a motor racing track, circuit, airfield, test venue, derestricted road or at an "off road" event.
We/Our/Us	Highway Insurance Company Limited.
You/Your	The person named as the policyholder on the <b>schedule</b> and <b>certificate of motor insurance</b> .
Your Car	The Insured car, shown on your schedule and your certificate of motor insurance. In addition, cover is extended to include any car which is loaned or hired to you under our approved repairer service or by a member of the Motor Trade for service, repair or MOT. Cover also includes a trailer, caravan or broken-down car whilst they are attached to your car for towing.

#### **CANCELLING YOUR POLICY**

## If you cancel your policy within the cooling off period

When **you** receive **your** policy, **you** have 14 days to consider the cover provided and whether the policy meets **your** requirements.

Should **you** wish to cancel **your** policy within the first 14 days, unless a total loss payment has been made by **you** or someone else, **we** will refund **you** the exact number of days left on the policy, less a cancellation fee of £15 plus Insurance Premium Tax.

## If you cancel your policy outside the cooling off period

If **you** wish to cancel **your** policy after the initial 14 days, unless a claim has been made by **you** or someone else during this time whether settled or not, **we** will refund **you** the exact number of days left on **your** policy, less a cancellation fee of £25 plus Insurance Premium Tax.

Note: You may cancel your insurance policy at any time by telling your broker. Cancellation can take effect immediately or from a later date, although it cannot be backdated to any earlier date.

## Our rights to cancel your insurance

**We**, or **your broker** may cancel **your contract** of motor insurance by giving **you** 7 days' notice in writing if there is good reason to do so. Examples include but not limited to:

- If you do not pay your premium, premium deposit or any instalment payment on or before the specified date;
- If you or anyone named on your schedule and certificate of motor insurance have failed to comply with the conditions of your policy;
- A change in your circumstances means that we can no longer provide cover;
- We identify misrepresentation, fraud or any attempt to gain an advantage under this insurance which you are not entitled;
- You use threatening or abusive language towards our staff or suppliers;
- You do not provide us or your broker with documents we have requested to help validate your details.

## **CANCELLING YOUR POLICY CONTINUED**

Should **we** cancel **your** insurance **we** will refund **you** the exact number of days left on **your** policy less a cancellation fee of £25 plus Insurance Premium Tax unless:

- A claim has been made; or
- We have identified fraud.

#### Renewal

We reserve the right not to invite renewal of your policy.

#### **MAKING A CLAIM**

In the unfortunate event that **you** need to make a claim, please contact **us** as soon as possible.

We aim to provide you with the best claims service that we can. If you use our approved repairers, we can provide a better service than when the claim is outside of our control.

Our friendly claims team are available 24 hours a day, 365 days a year.

## **Before you start**

Ensure **you** have the right cover before **you** make a claim and **you** have the following details available:

- Your policy number:
- Your personal details and those of the driver;
- The date, time, location and full circumstances of the incident, including if the police attended;
- Details of any persons, vehicles or property involved in the incident;
- Any dash cam footage or photos;
- Crime reference number if your car or the contents of your car have been stolen.

#### **What's Next**

#### Call us on:

- Within the UK: 0800 028 9655
- Outside the UK: +44 1202 559 261
- For any windscreen and glass claims: 0800 169 9499
- For text phone first dial **18001**

## **MAKING A CLAIM CONTINUED**

## Handling your claim

#### Repairs to your car

- If your car needs to be repaired, we have a nationwide network of approved repairers who will repair your car.
- If you choose to use one of our approved repairers, we will collect and return your car to you.
- If you decide not to use one of our approver repairers, the collect and return service is not covered under this policy with us.
- All repairers carried out by our approved repairers will be guaranteed for as long as you own the car or 5 years whichever is the shorter.
- If your car is beyond economical repair, we will assess the value of your car and provide you with an offer. Once you have accepted this offer, we will provide you a one off payment to settle the claim.

#### Temporary Replacement Car (Only available under sections 1 & 2)

Whilst **your car** is undergoing a repair by one of **our approved repairers**, **we** will provide **you** with a temporary replacement car.

The replacement car provided will be a small hatchback under 1200cc. If **your car** is an electric car, **we** will provide **you** with an electric car, subject to availability. Should an electric car be unavailable, a 1200cc small hatchback will be provided.

The temporary replacement car will be covered under this insurance in exactly the same way as **we** insure **your car**. **You** will need to return the temporary replacement car when the owner, or **we**, ask **you** to do so or, if this insurance expires and **you** do not renew **your** policy.

If **your car** is beyond economical repair, no temporary replacement car will be provided.

#### **MAKING A CLAIM CONTINUED**

#### **Windscreen Replacement**

- If you use one of our approved repairers, cover is unlimited and is subject to an excess.
- If you use any other repairer the maximum we will pay is £100 after deduction of an excess.

Note: Your windscreen replacement excess will increase by £15 if you use a non-approved repairer. This excess is in addition to the excess amount shown on your schedule.

## **Windscreen Repair**

If **you** need **your** windscreen repaired, a £20 **excess** will apply and cover will be unlimited.

#### **Excess**

You will need to pay an excess which is shown on your schedule. If you select to use a non-approved repairer your excess may increase. This excess must be paid direct to the repairer or replacement supplier; the excess will be confirmed to you before any repairs are completed.

#### VAT

■ We will not pay the Valued Added Tax (VAT) element of any claim if you are registered for VAT.

#### MAKING A COMPLAINT

Highway Insurance Company Limited aims to provide the best service to **our** customers. **We** understand that some things do not go as planned and at times **you** may feel **we** have let **you** down. If this happens, please tell **us** so **we** can do **our** best to deal with the problem. If **you** have a complaint about **your** policy or the service **you** have received, please contact **your broker**. Should **you** be unhappy about the service **you** have been provided by Highway Insurance Company Limited, **you** can contact **us** in the following ways:

#### By phone on:

- 0800 028 9822
- Text phone user? Text phone users in the UK can contact us by dialling 18001 first.
- Text phone users contacting us outside of the UK should call
   +44 151 494 1260 and give the assistant the number you need to call.

#### Write to us at:

- The Customer Care Department, Liverpool Victoria, PO Box 9104, Frizzell House, County Gates, Bournemouth, BH1 9DB.
- Email us at: complaints@LVbroker.co.uk

#### **Financial Ombudsman Service**

If **we** cannot resolve **your** complaint, **you** may refer **your** complaint to the Financial Ombudsman Service who are a free and independent service, within 6 months of receiving **our** final response letter.

Should **you** wish to contact the Financial Ombudsman Service, **you** can contact them in the following ways:

Phone: 0800 023 4567

Write to: The Financial Ombudsman Service, Exchange Tower, London, E14 9SR

■ Email: Complaint.info@financial-ombudsman.org.uk

■ Website: www.financial-ombudsman.org.uk

Note: Making a complaint will not affect your right to take legal action.

#### MAKING A COMPLAINT CONTINUED

## Financial Services Compensation Scheme What happens if we are unable to meet our liabilities?

If **we** are unable to meet **our** liabilities to **our** policyholders, **you** may be able to claim compensation from the Financial Services Compensation Scheme (FSCS).

There are different levels of compensation, depending on what kind of insurance **you** have:

- Compulsory insurance such as third party motor insurance, is covered for 100% of the claim.
- Non-compulsory insurance, such as accidental damage to your car, 90% of the claim is covered.

Should **you** wish to contact the Financial Services Compensation Scheme, **you** can contact them in the following ways:

■ Phone: **0800 678 1100** or **+44 207 741 4100** (international dial number)

■ Email: enquiries@fscs.org.uk

■ Website: www.fscs.org.uk

#### **SECTION 1 LIABILITY TO OTHER PEOPLE**

What is accounted	Comp	TPFT
What is covered?	<b>~</b>	<b>✓</b>

#### What is covered

As a result of any accident involving **your car**, or any other car **your certificate of motor insurance** allows **you** to drive, **we** will pay all sums **you** are legally responsible for:

- Following death or bodily injury to other people;
- Up to £20,000,000 for damage to property. This amount is inclusive of all costs and expenses up to £5,000,000.

**We** will also insure **you**, while **your car** is towing a caravan, trailer or vehicle, as long as:

- Towing is allowed by law; and
- The caravan, trailer or vehicle is attached properly to your car using the equipment made for this purpose.

## **Cover for other people**

In the same way as **you** are insured, **we** will insure:

- Any person who is entitled to drive your car as long as they are on your certificate of motor insurance and your schedule and they are using your car within the limitations of use as specified on your certificate of motor insurance;
- Any passenger travelling in or getting into or out of your car;
- The employer or business partner of any person who is driving or using your car for their business, as long as this is specified on your certificate of motor insurance and your schedule.

## Your legally appointed representatives

After the death of anyone who is insured under this policy, **we** will protect that person's estate against any liability they had if that liability is insured under this policy.

#### **SECTION 1 LIABILITY TO OTHER PEOPLE CONTINUED**

#### **Legal fees and expenses**

Following a claim under this policy, **we** will pay legal costs and expenses that **you** incur with **our** written consent, relating to:

- Solicitors' fees for representing anyone we insure at a coroner's inquest, fatal accident inquiry or court of summary of jurisdiction; and
- Defence of any legal proceedings that are taken against anyone we insure for manslaughter or causing death by careless, dangerous or reckless driving.

In assessing whether legal costs and expenses are reasonable the following will be considered:

- The level of experience required of the legal representative taking into account the nature of the case;
- The level of costs charged by the legal representative;
- Whether legal representation for a defence of prosecution is likely to affect the outcome.

Note: We may at any time, stop paying the legal costs.

#### **Emergency treatment charges**

If there is an accident insured by this policy, **we** will pay for emergency medical treatment which is required under any compulsory insurance legislation. If this is the only payment **we** make, it will not affect **your** no claims discount.

#### What is not covered under section 1

## We will not pay for

- Death, injury, loss or damage caused directly or indirectly as a result of any deliberate act by you or any person driving your car;
- Death of or bodily injury to any employee arising out of or in the course of their employment by any person who is covered by this section, unless the employee is a passenger in any vehicle for which insurance is provided by this section;
- Legal responsibility which is covered by any other insurance;
- Loss of or damage to any car which is covered by this section;

## **SECTION 1 LIABILITY TO OTHER PEOPLE CONTINUED**

- Loss or damage to any caravan, trailer or vehicle (and their contents) while being towed by or attached to any car which is covered by this section;
- Loss or damage to any property belonging to (or in the care, custody or control
  of) any driver or passenger who is making a claim under this section;
- Legal responsibility, loss or damage when your car is being used in the operational boundaries of an airport or airfield except when required under the Road Traffic Act;
- More than £20,000,000 for any one incident or series of incidences arising from one event that causes loss or damage to property. This amount is inclusive of all costs and expenses up to £5,000,000;
- Legal liability when **you** are towing any caravan, trailer, or vehicle for profit;
- Any liability, injury, loss or damage resulting from anything sold, transported or supplied by you or on your behalf;
- Death or injury to the person driving or in charge of **your car** or to any person being carried in or on, or getting into or out of, a caravan or trailer;
- Legal liability if your current certificate of motor insurance does not cover the person using your car or if the person using your car is excluded from driving or using your car as a result of the general exclusions, general conditions and endorsements;
- Legal liability if your car is being used outside the parameters of your certificate of motor insurance;
- Any costs which have not first been agreed in writing by us or arising from a claim caused by an accident which is not covered under this contract of motor insurance:
- Any costs where we have chosen to stop payments arising from a claim which
  is not covered as a result of the general exclusions, general conditions and
  endorsements;
- Loss or damage to **you** or any person under this policy if **your car** is being used in the autonomous driving function.

#### **SECTION 1.1 DRIVING OTHER CARS**

W/h at is a suggested 0	Comp	TPFT
What is covered?	~	~

If **your certificate of motor insurance** states **you** have cover for driving other cars, **we** will cover **your** legal liability for the death of, or bodily injury to any person or damage to property (or both) caused by **you** driving any other private motor car as long as:

- You have the owner's permission to drive the private motor car;
- The car is not a van which has been adapted to carry passengers;
- The car is registered and normally kept in the Great Britain, Northern Ireland, the Isle of Man and the Channel Islands:
- The car is being driven within Great Britain, Northern Ireland, the Isle of Man and the Channel Islands:
- You are not covered by any other insurance to drive this car;
- You still have your car, it has not been stolen and it has not been damaged beyond economical repair;
- The car has not been seized or confiscated by or, on behalf of any government or public authority; and
- There is a current and valid policy of insurance in force for the vehicle being driven under this section

Note: The driving other cars extension does not apply if we have deemed your car a total loss.

#### What is not covered under section 1.1

#### What is not covered

- Loss or damage to the private motor car you are driving under this section;
- Driving other cars does not apply if the other private motor car you are driving is owned and registered to or hired, rented or leased to, you, your business partner or your employer or is being kept or used in connection with you or your employer's business;

## **SECTION 1.1 DRIVING OTHER CARS CONTINUED**

- Driving other cars does not allow use to release a motor vehicle which has been seized by or on behalf of any government or public authority;
- Driving other cars does not allow use of any commercial vehicle, motorcycle, truck, bus or any other motor vehicle;
- Use outside of Great Britain, Northern Ireland, Isle of Man or the Channel Islands;
- Anything which is not covered under section 1 of this policy is not covered under this section;
- The car is being used outside the limitations of use shown on your certificate of motor insurance.

## **SECTION 2 FIRE & THEFT**

What is sovered?	Comp	TPFT
What is covered?	~	<b>~</b>

#### What is covered

If **your car** or its **accessories** are lost or damaged by fire, lightning, explosion, theft or attempted theft (including when kept in **your** private garage), **we** will:

- Pay for repairs to **your car**; or
- Replace what is lost or damaged; or
- Pay the market value of your car or accessories at the time of the loss or damage.

#### **SECTION 3 DAMAGE TO YOUR CAR**

What is sovered?	Comp	TPFT
What is covered?	<b>~</b>	×

#### What is covered:

If **your car** is or its **accessories** are damaged by accident, vandalism or malicious damage (including when kept in **your** private garage), **we** will:

- Pay for repairs to **your car**; or
- Replace what is lost or damaged; or
- Pay the market value of your car or accessories at the time of the loss or damage;
- Pay the cost of draining your fuel tank due to accidental mis fuelling and/or repairing any damage caused to your car's engine as a consequence of this.

## What is not covered under section 2 and 3 We will not pay for:

Loss or damage to **your car** or **accessories** by theft or attempted theft if:

- Your car has been left unlocked;
- Your car has been left with a window or roof open;
- The engine has been left running and unattended;
- The ignition **key** or other ignition devices are left in, on or attached to or left in the immediate proximity of **your car**.

#### Loss or damage caused by:

- Pressure waves from aircraft and other aerial devices travelling at sonic or supersonic speeds;
- Deception, fraud or trickery, including when you are offering your car for sale;
- **Your car** being confiscated or destroyed by or under official order or any government, public or local authority;
- Your car being taken and returned to its rightful owner;

- If you haven't taken care to protect your car and accessories (see "care of your car" under the general conditions section);
- Wear and tear, your car losing value or for any repairs which improve your car beyond its condition before the loss or damage happened;
- Damage to the ignition key or other ignition devices caused by wear and tear;
- Mechanical, electrical, electronic or computer failures or breakdowns or breakages;
- Damage to tyres caused by braking, punctures, cuts and bursts;
- More than the manufacturer's latest list price in the United Kingdom (UK) of any part or accessory. If such a list price is not available, the most we will pay is the manufacturer's latest list price in the UK for an equivalent part or accessory;
- Additional costs caused by the unavailability of any part or accessory. This
  includes the cost of importing any part or accessory into the UK;
- Loss of use of your car or any other indirect loss, such as travel expenses or loss of earnings;
- Loss or damage where your car is driven or used without your permission by a
  member of your family or household unless you report them to the police for
  taking your car without your consent;
- Deliberate damage caused to your car by any person insured under your policy;
- Loss or damage to any caravan, trailer or motor vehicle whether or not it's being towed by or attached to your car;
- Any additional damage resulting from your car being moved by anyone insured under your policy after an accident, fire or theft;
- Damage caused by frost, unless you have taken care to stop damage happening and have followed the manufacturer's instructions to avoid liquid freezing in your car;
- Loss or damage to smart phones, smart watches or tablets which act as an ignition device or entry system for **your car**;
- Loss or damage whilst you or any person insured under this policy uses any autonomous function of your car;
- The cost of reinstating or replacing data of any type that was held in or stored on any equipment in **your car**.

## How we settle your claim under section 2 and 3 Repairs

If this insurance covers the loss or damage and the cost will not exceed the **market** value of your car:

- We will pay for the necessary or emergency repairs to protect your car from further loss or damage;
- We may use parts or accessories, which are not made or supplied by your car's
  manufacturer but are of a similar type and quality to the parts and accessories
  we are replacing;
- We may pay a reasonable cost for protecting and returning your car to the address shown on the schedule within the UK unless we have agreed otherwise first.

#### Total Loss

If we declare your car a total loss (write off), we will pay:

■ You the market value of your car less any applicable excess.

Once payment has been made by **us, your car** becomes **our** property unless **we** agree otherwise. **You** must pay the remaining premium owed before **we** pay **your** claim or **we** may take what **you** owe **us** from what **we** pay **you**.

#### **New car replacement**

If **you** are the first and only registered keeper, within 12 months of buying **your car** from new, and:

- The estimated cost of repairing the damage is more than 60% of the manufacturers list price (including taxes and accessories) when the damage or loss happened; or
- Its stolen and not recovered.

#### We will

Replace your car with a new car of the same make, model and specification if it
is available in the UK; or

■ If one is not available in the UK, **we** will pay **you** the price **you** paid for **your car** or the manufacturers current list price (including taxes) whichever is less.

Your car will then become our property.

#### **Ownership**

If in the event that **your car** is a total loss or **we** replace **your car** with a new car, **we** may pay the legal owner if **your car** belongs to someone else or is under a hire purchase, personal contract hire or leasing agreement.

## In-car equipment

**We** will provide unlimited cover for the loss or damage if the equipment was fitted as part of the standard specification of **your car** when first registered. If the equipment was not part of the standard specification when first registered, **we** will pay up to the amount shown on **your schedule**. If portable, the equipment must have been kept out of sight at the time of a theft claim.

#### Replacement of locks and keys

If your ignition **key(s)** or ignition devices are lost or stolen, **we** will pay for the replacement locks and **key(s)** providing they were not left in, on or attached to or left in the immediate proximity of **your car** while it was unattended, and care has been taken to prevent their loss. (Please see what is not covered for more details).

The maximum **we** will pay for any one claim is £750, this is subject to the theft **excess** which is shown on **your schedule**.

#### **Child car seats**

If **your car** is involved in a road traffic accident, **we** will pay the costs to replace the child car seat with a new one of the same or similar model, even if there is no apparent damage.

## **Advanced Driver Assistance System (ADAS)**

If your car is fitted with ADAS technology and your car is involved in an accident, we will cover the cost to recalibrate any cameras or sensors fitted to your car.

## **Excesses that apply**

## **Compulsory Excess**

Compulsory **excess** is a mandatory amount set by **us** and cannot be changed. This **excess** will be shown on **your schedule**.

#### **Voluntary Excess**

Voluntary **excess** is how much **you** choose to pay on top of the compulsory excess. This amount will also show on **your schedule**.

## **Young and Inexperienced Driver Excess**

An inexperienced driver is a driver aged 25 and over who has not held a full UK or a full EU licence for at least 12 months.

If **your car** is damaged while it is being driven by or in the charge of a driver who is young or inexperienced, **you** will be required to pay the following amount in addition to any voluntary **excess** specified in **your schedule**.

Driver age	Experienced	Inexperienced
	Excess	Excess
17-20	£350	£350
21-24	£350	£350
25 and over	-	£250

## **Non Approved Repairer Excess**

If **you** select to use a non-approved repairer **your excess** will increase by £100 in addition to any other **excesses** which are shown on **your schedule**.

Please refer to the "general conditions" and "making a claim" section for more information.

## **SECTION 4 WINDSCREEN AND WINDOWS**

What is a second to	Comp	TPFT
What is covered?	~	×

#### What is covered

If  $\mathbf{you}$  have comprehensive cover,  $\mathbf{we}$  will repair or replace any damage to the following:

- Windscreen:
- Windows;
- Glass sunroof:
- Panoramic roof;
- Panoramic windscreen;
- Damage to paintwork caused by broken glass.

Note: We will only cover panoramic glass if this is part if the sunroof or the windscreen.

#### What is not covered

- Convertible hood (hard top/soft top);
- Lights;
- Reflectors;
- Wing mirror glass;
- Windscreens or windows not made of glass; or
- Glass or plastic panels.

#### SECTION 4 WINDSCREEN AND WINDOWS CONTINUED

#### **Windscreen Replacement**

If **you** use **our** approved windscreen repairer, cover is unlimited. If **you** use any other repairer the maximum **we** will pay is £100 after deduction of the **excess**.

Note: Your windscreen replacement excess will increase by £15 if you use a non-approved repairer. This excess is in addition to the excess amount shown on your schedule.

#### Windscreen Repair

If **you** need **your** windscreen repaired, a £20 **excess** will apply and cover will be unlimited.

## **No Claims Discount (NCD)**

As long as there is no other loss or damage to **your car**, a claim under this section will not affect your NCD. However, **your** premium may increase.

#### **Advanced Driver Assistance Systems (ADAS)**

**Your car** may have applications, such as cameras to aid parking, to more complicated systems like lane departure warnings which can detect a car's surroundings.

With a windscreen replacement, some of the cameras can get knocked out of place. This could have a significant impact on the functionality of an ADAS feature which could be the difference between avoiding an accident or not.

**We** cover ADAS windscreen calibration if **your car** requires this and has this functionality.

## SECTION 5 USE BY THE MOTOR TRADE, HOTELS AND CAR PARKS

What is covered?	Comp	TPFT
Damage	~	×
Loss	~	<b>~</b>

We will provide you cover when your car is in the control or custody of:

- A member of the motor trade for the purpose of service, repair or recovery; or
- A hotel, restaurant, car park or similar commercial organisation for parking purposes only.

Whilst your car is in the control or custody of the above, we will provide you:

- Liability to other people;
- Accidental damage; and
- Fire and Theft Cover.

What is not covered is as per sections 1, 2 and 3 of this **document of insurance**.

**We** will also apply no driving or use restrictions or any **excess** whilst **your car** is in the control or custody of the above.

Note: These benefits only apply when the business is not owned by you.

#### **SECTION 6 PERSONAL ACCIDENT BENEFIT**

What is sovered?	Comp	TPFT
What is covered?	~	×

#### What is covered

**We** will pay the amount up to £5,000 if **you**, **your** husband, **your** wife or **your** civil partner are injured in or getting into or out of your car, if this injury alone results in:

- Death:
- Permanent loss of any limb above the wrist or ankle; or
- Permanent and total loss of sight in one or both eyes.

**We** will pay the injured person or their legal representative.

#### What is not covered

#### We will not pay:

- Any loss if **you** do not have comprehensive cover;
- Anyone failing to wear a seat belt when required by law;
- More than £5,000 during any one period of insurance for any one person;
- Personal accident insurance covered under any other insurance for you, your husband, your wife or your civil partner;
- Any injury or death resulting from suicide or attempted suicide;
- Any injuries if the driver of your car is convicted of an alcohol or drugs related motoring offence as a result of the accident;
- If at the time of accident, the driver of the car is under the influence of alcohol, drugs or any other substance and this is an offence under the driving laws of the country in which the accident happened;
- Death or loss of sight or limb if this happens more than three months after the accident.

#### **SECTION 7 PERSONAL BELONGINGS**

W/	Comp	TPFT
What is covered?	<b>~</b>	×

#### What is covered

**We** will pay up to £100 for personal belongings in **your car** if **your** personal belongings are lost or damaged due to an accident, fire, theft or attempted theft.

#### What is not covered

#### We will not pay for:

- Any loss if you do not have comprehensive cover;
- The theft or attempted theft of personal belongings, if **your car** has been left unlocked, or left with a window or roof open, or with the ignition **key**/device in, or attached to or left in the immediate proximity of **your car**;
- The theft of personal belongings unless kept out of sight in the locked boot or other enclosed storage compartment of your car;
- Money, stamps, tickets, documents or securities;
- Goods, tools, samples or equipment carried in connection with any trade or business; or
- Property covered under any other insurance.

## **SECTION 8 MEDICAL EXPENSES**

What is covered?	Comp	TPFT
	~	×

#### What is covered

Following an accident involving your car, we will pay:

Medical, surgical and dental fees up to £150 for you and each passenger.

This is in addition to the compulsory emergency medical treatment fee under section 1, liability to other people.

#### What is not covered

We will not pay:

■ Any medical expenses if **you** do not have comprehensive cover.

## SECTION 9 EMERGENCY ACCOMMODATION AND TRAVEL EXPENSES

What is covered?	Comp	TPFT
Damage	~	×
Loss	~	×

#### What is covered

If **you** are not able to drive **your car** as a result of loss or damage **we** will, pay up to £40 per person, for **you** and **your** passengers at the time of the incident for:

- Overnight accommodation; or
- Travel expenses to reach **your** intended destination.

#### What is not covered

- More than £200 per incident;
- Reimbursement for any purchases made;
- Any additional costs incurred for the transportation of any goods carried within your car:
- Coverage outside of Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man and the Channel Islands:
- Any driver who does not have a comprehensive cover policy.

Note: Receipts must be provided following a claim under this section.

## **SECTION 10 UNINSURED DRIVER PROMISE**

What is covered?	Comp	TPFT
	~	×

If **you** make a claim following an accident in **your car** and the driver of the other vehicle is not insured, **you** will not lose **your** no claims discount or have to pay an **excess** as a result of that accident, providing:

- We establish that the accident was not your fault;
- You are able to provide details of the other vehicle's make, model and registration number; and
- You provide the name and address of the person driving the other vehicle if possible.

**You** may have to pay your **excess** when **you** first claim and **you** may also temporarily lose **your** no claims discount. If subsequently **we** are satisfied that the accident was not **your** fault **we** will repay **you your excess**, reinstate **your** no claims discount and refund any premium which may be due to **you**.

#### SECTION 11 TERRITORIAL LIMITS AND DRIVING ABROAD

What is covered?	Comp	TPFT
Damage	~	×
Loss	~	<b>✓</b>

#### **Territorial Limits**

Except where **we** say otherwise **your** insurance applies in Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man and the Channel Islands. This includes while **your car** is being transported within and between them.

#### **Driving Abroad**

**Your** policy provides the minimum cover **you** need by law for civil liability to other people while **your car** is used in:

- Any country which is a member of the European Union (EU); and
- Any other country which has agreed to follow EU directives on compulsory motor insurance and is approved by the Commission of the European Union.

This includes when your car is being transported within and between them.

As well as the minimum cover, **your** insurance also gives the cover shown on **your schedule** in these countries if **your car** is:

- Registered and normally kept in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands; and
- Your visits are only temporary and do not exceed 90 days in any one period of insurance.

Note: You do not need a green card when travelling between EU countries, as your certificate of motor insurance is proof of compulsory insurance.

## SECTION 11 TERRITORIAL LIMITS AND DRIVING ABROAD CONTINUED

#### What is not covered

- Customs and excise duty;
- Use for more than 90 days in one annual insurance period;
- Loss or damage in any country which is not a member of the European Union or a member of the EU Directive;
- Personal accident, personal belonging or medical expenses unless your policy has comprehensive cover;
- Loss or damage to your car when being used outside the parameters of your certificate of motor insurance:
- Any accommodation or travel costs/expenses incurred;
- Driving other cars even if stated on **your certificate of motor insurance**.

#### **SECTION 12 NO CLAIMS DISCOUNT**

What is covered?	Comp	TPFT
	<b>~</b>	<b>✓</b>

## How your no claims bonus works?

If **you** have a no claims discount (NCD), **we** will give **you** a discount in line with **our** NCD scale at the time of taking out the policy.

If more than one car is insured, the NCD is earned separately for each car in the NCD holder's name. A named driver who is not the NCD holder doesn't earn their own NCD.

Your NCD will not be affected if we only pay for:

- Repair or replacement of windows or glass (see section 4);
- Emergency treatment charges under the Road Traffic Act;
- A claim under out of charge recovery; or
- A claim made due to an accident with an uninsured driver, provided that you are able to meet the conditions under section 10.

#### **Not Protected NCD**

If **you** and/or anyone named on this policy have had a claim(s) on this or any other policy, **your** NCD entitlement will be reduced in line with **our** NCD scale current at the time of renewal. This is as follows:

NCD (years) at the start of the period of insurance:	NCD (years) at the next renewal date following:		
	1 claim	2 claims	3+ claims
0-2	0	0	0
3	1	0	0
4	2	0	0
5-9	3	1	0
9+	3	1	0

## **SECTION 12 NO CLAIMS DISCOUNT CONTINUED**

#### **Protected NCD**

If you are eligible, you may choose to protect your NCD. If chosen, this will show on your schedule. If you and/or anyone named on this policy have had more than two claims on this or any other policy, the NCD protection will be removed at the next renewal date and the number of years NCD will be reduced in accordance with the table shown below:

NCD (years) at the start of the period of insurance:	NCD (years) at the next renewal date following:			
	1 claim	2 claims	3 claims	4+ claims
4	4	4	2	0
5	5	5	3	0
6	6	6	3	0
7	7	7	3	0
8	8	8	3	0
9	9	9	3	0

NCD protection does not protect the overall price of **your** insurance policy and **your** premium may still increase following a claim even if **you** were not at fault.

## Open and outstanding claims

If a claim is still open/outstanding at the renewal date, the renewal notice issued may show a reduction in NCD. Once the claim has been settled and **we** have agreed that **you** are not at fault and all outstanding monies have been repaid by the third party insurer, **your** NCD will be restored and **we** may refund any extra premium **you** may have paid. However, whilst **your** NCD will be restored, **your** premium may still increase following a claim even if **you** were not at fault.

## **Proof of your NCD**

**We** or your **broker** may ask **you** to provide **your** proof of NCD from **your** previous insurer at any time. The proof should be in **your** name and be less than 2 years old, issued by **your** previous insurer and is not being used on another car.

## **SECTION 13 ELECTRIC CARS**

What is covered?	Comp	TPFT
	<b>~</b>	×

This section will provide **you** additional information when insuring **your** electric car which is not referenced elsewhere in this **document of insurance**.

All sections within the document of insurance applies to you and your car when insuring an electric car.

#### **Battery Cover**

Cover is provided as identified in this section irrespective if **you** own the battery or the battery is leased.

If **you** lease the battery, then **you** need to know exactly what **your** responsibilities are. Please ensure **you** read all documentation **you** receive from the manufacture so **you** fully understand **your** responsibility as the battery owner.

#### What is covered:

Theft of, or accidental damage to the battery as per sections 2 & 3.

### What is not covered in addition to sections 2 & 3.

- Damage or loss if you do not have comprehensive cover;
- Misuse of the car battery, including but not limited to, overcharging/ undercharging and self-repair/replace; or
- Cost to repair/replace a non-functional battery.

## **Charging Cables and Charging Points**

It is **your** responsibility to ensure that the charging cable is safeguarded against any trips or falls and/or injury to any persons or property, including malicious damage.

## Charging on your driveway or in your garage What is covered

When your car is being charged on your driveway or in your garage, we will cover:

 Theft of, fire or accidental damage to the charging cable and home charging point as per sections 2 & 3;

#### SECTION 13 ELECTRIC CARS CONTINUED

- Liability to others as per section 1;
- Loss or damage to your car as a direct result of a charging point or cable as per sections 2 & 3.

#### What is not covered in addition to sections 1, 2 & 3

- Misuse of the charging cables, including but not limited to, overcharging/ undercharging, deliberate acts and self-repair replace;
- Cost to repair/replace faulty charging cables:
- Cost to repair/replace faulty charging points.

# Charging away from your driveway or garage What is covered

When **your car** is being charged away from **your** driveway or garage, **we** will cover:

- Theft of, fire or accidental damage to the charging cable as per sections 2 & 3;
- Loss or damage to your car as a direct result of a charging point or cable as per sections 2 & 3.
- Liabilities to others as per section 3

## What is not covered in addition to sections 1, 2 & 3

- Misuse of the charging cables, including but not limited to, overcharging/ undercharging, deliberate acts and self-repair replace;
- Cost to repair/replace faulty charging cables;
- Any theft, fire, accidental or malicious damage to any charging point;
- Cost to repair/replace faulty charging point.

## **Out of charge recovery**

#### What is covered

In the event that **your car** runs out of electric charge in the United Kingdom, **we** will recover **you** to **your** home or the nearest charging point, whichever is closest.

Please call  ${\bf 0800~028~9655}$  should  ${\bf you}$  require this service.

#### **SECTION 14 GENERAL EXCLUSIONS**

These general exclusions apply to the whole **contract** and are in addition to the exclusions shown in each section of this **Document of Insurance**.

## 1. Change of circumstances - notification and acceptance

This insurance will not apply unless:

- You have told us about any change as listed in the general conditions section;
   and
- We have agreed to provide cover, issued a new schedule and where appropriate issued a new certificate of motor insurance.

#### 2. Driving and use

This insurance will not apply if any car **your certificate of motor insurance** allows **you** to drive was being driven or used:

- Other than when in line with your certificate of motor insurance and/or your schedule;
- By any person not described on your certificate of motor insurance and/or your schedule as entitled to drive or be in charge of your car;
- By any person who does not have a valid driving licence, is disqualified from driving, has never held a driving licence or who is prevented by law from holding a driving licence;
- By any person who is breaking the conditions of their driving licence;
- By any person who does not meet all the conditions described in the endorsements on your schedule and all the general conditions in this policy;
- For hire and reward, racing, pace making, testing, trials, de-restricted toll road (including Nurburgring), rallies or track days;
- For any use in connection with the motor trade other than by a member of the motor trade for the purposes of service, repair or recovery;
- For towing for reward/payment of a caravan, trailer or vehicle;
- For towing more than one caravan, trailer or vehicle at any one time.

#### **SECTION 14 GENERAL EXCLUSIONS CONTINUED**

#### 3. Radioactivity

**We** will not pay for any loss, damage, liability or cost directly or indirectly caused by, contributed to or arising from:

- Radiation or contamination from nuclear fuel or nuclear waste or from a burning or explosion of nuclear fuel;
- The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of this type of assembly;
- Any weapon or device using atomic or nuclear fission or fusion or radioactive force or matter.

#### 4. Earthquake, war, terrorism, riot, civil unrest

We will not make a payment in the event of:

- Earthquake;
- War, civil war, terrorism, rebellion or revolution except when **we** have to meet the requirements of the Road Traffic Act; or
- Riot or civil unrest that happens outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

#### 5. Pollution

We will not make a payment for:

- Any accident, injury, damage, loss or liability caused by pollution or contamination, unless the pollution or contamination is caused by sudden, identifiable; and
- Unexpected incident and occurs entirely at specific time and place during the period of insurance.

#### 6. Alcohol and drugs

**We** will not pay more than our legal liability under compulsory motor insurance legislation for any claim, if the driver of **your car** at the time of the incident:

- Is found to be over the permitted limit for alcohol;
- Is unfit to drive through alcohol or drugs, whether prescribed or otherwise; or

#### **SECTION 14 GENERAL EXCLUSIONS CONTINUED**

■ Fails to provide a swab sample or a sample of breath, blood or urine when required to do so, without lawful reason.

Where **we** are required to make a payment in such circumstances, **we** reserve the right to recover any such amounts from **you** or the driver of **your car** at the time of the accident.

#### 7. Deliberate Acts

We will not cover:

 Any death, injury, loss or damage caused directly or indirectly as a result of any deliberate act by you or any person driving your car.

#### 8. Contractual liability

We will not make a payment for:

Any liability resulting from a contract or agreement you have with another party.

#### **SECTION 15 GENERAL CONDITIONS**

**We** will only provide the insurance cover set out in this policy if:

You meet the conditions in this document of insurance and those shown on your schedule, statement of insurance or proposal form and certificate of motor insurance.

## 1. Care of your car

You or any person in charge of your car must protect your car from damage or loss.

**You** must always take the ignition **key(s)** or device out of **your car** ignition and remove them completely when **your car** is left unattended.

You should lock all doors and close and lock all windows and sunroofs.

Tracking devices must always be on and working when your car is left unattended.

**You** should ensure **your car** is kept in an efficient and roadworthy condition and **you** must have a valid Department for Transport Test Certificate (MOT) if one is needed by law.

**You** must give **us** access to examine **your car** and if asked, send **us** evidence of a valid MOT and/or evidence **your car** was regularly maintained and in a roadworthy condition.

### 2. Your responsibility to provide correct information

When applying for, amending or renewing this insurance, **you** must answer all questions truthfully and to the best of **your** knowledge, including questions that apply to any other person covered by this insurance, including any claims or incidents regardless of blame.

**Your** proposal or statement of insurance, **schedule** and **certificate of motor insurance** will show the answers **you** have provided. **You** must let **your broker** know if any details are incorrect as soon as possible after receiving **your** documents.

### Changes to your details during the period of cover

**You** must tell **your broker** as soon as possible if any of **your** details change. Some of these changes are shown as examples below:

- Changes made to your car which improve its value, appearance, performance or handling
- You change your car
- Changes in the way you use your car
- Change of address or where you keep your car
- The main driver has changed or you want to add/remove an additional driver
- Change of owner or registered keeper
- Change of occupation, including part time work
- Details of any motoring convictions, fixed penalty offences or licence endorsement for any person who may drive the car
- Your driving licence has changed, such as it is now withdrawn/restricted
- Details of any criminal convictions for any person who may drive the car
- Details of any accidents, thefts, loss or damage, regardless of blame or whether a claim was made or not, for any person who may drive the car.

If you make any changes, you won't be covered unless we have agreed to issue a new schedule and certificate of motor insurance. This means that if you don't tell us, we may reject or reduce your claim or cancel the policy and/or treat as though this policy never existed or do both.

When **we** agree to **your** change, it may result in an additional or return premium and may be subject to a £10 administration charge plus Insurance Premium Tax (IPT).

In the event that **we** can no longer provide cover following a change to **your** circumstances, **we** may cancel **your contract** of motor insurance by giving you 7 days' notice in writing. Please refer to the "cancelling **your** policy" section for full information.

#### 3. Misrepresentation, Fraud and Financial Crime

If you or anyone representing you:

- Provides us with misleading or incorrect information when answering any of the questions asked when applying for, amending or renewing this insurance;
- Deliberately misleads us to obtain cover, gain a cheaper premium or more favourable terms;
- Provides us with false documents:
- Makes a fraudulent payment by bank account and/or card.

#### We may:

- Amend your policy to record the correct information, apply any relevant policy conditions and collect any additional premium due including any premium administration charges;
- Reject a claim or reduce the amount of payment we make;
- Cancel or void your policy (treat it as if it never existed), including all other policies which you have with us, and apply a cancellation charge.

Where fraud is identified we will also:

- Not return any premium paid by you;
- Recover from you any costs we have incurred; and
- Pass details to fraud prevention and law enforcement agencies who may also access and use this information. Other insurers may also access this information.

#### 3.1 Claims fraud

If you or anyone representing you:

Makes a claim or part of any claim that is fraudulent, false or exaggerated.

#### We may:

- Reject the claim or reduce the amount of payment we make;
- Cancel your policy from the date of the fraudulent act and not return any premium paid;

- Recover from you any costs we have incurred relating to the fraudulent claim and any further claims notified after the date of the fraudulent act; and
- Pass details to fraud prevention and law enforcement agencies who may also access and use this information. Other insurers may also access this information.

#### 4. Claims procedure

After any loss, damage or accident **you** or any person insured under this insurance must do the following:

- Send us immediately all correspondence relating to your claim including any notice of intended prosecution or court proceedings which must not have been replied to;
- Inform the police as soon as possible if **your car** or its contents are stolen;
- Give **us** all the information and help **we** need.

#### You must not without our consent:

- Negotiate or admit responsibility; or
- Make any offer, promise or payment.

#### We are entitled to:

- Have total control to conduct, defend and settle any claim;
- Take proceedings, in your name or in the name of any other person claiming under this insurance, at our own expense and for our own benefit to recover any payment we have made;
- If any loss, damage or liability covered by this insurance is also covered by any other insurance, **we** will only pay **our** share. This condition does not apply to any Personal Accident Benefits.

# 5. Our right to recover a payment from you (Compulsory Insurance Laws)

If under the law of any country **we** must make a payment which **we** would not otherwise have to make, **you** must repay that amount to **us**.

#### 6. Voluntary use

Social, domestic and pleasure use includes use of **your car** for voluntary purposes. No payment or income should be received other than reasonable expenses to cover running costs such as fuel.

### 7. Car sharing

Accepting payments from passengers as part of a car sharing arrangement will not affect **your** insurance cover if:

- They are being given a lift for social or similar purposes;
- The insured car is not built or adapted to carry more than eight passengers;
- This is not as part of a business of carrying passengers;
- Any money received does not produce a profit.

#### 8. Renewal

Each renewal of the policy represents a new **contract** of insurance, **we** may amend the terms and conditions at renewal which includes:

- Imposing terms such as the application of excess and endorsements;
- Increasing your premium;
- Excluding cover;
- Declining to renew **your** policy.

Notification will be provided to **you** by **your broker** prior to the renewal date of **your** policy.

### PROTECTING YOUR CAR AND ITS CONTENTS

The following does not form part of the **contract** of motor insurance.

To help **you** protect the things **you** love, **we** have listed below some useful tips to help:

- Never leave valuables on show
- Park your car in a well-lit and secure area
- Keep **your key(s)**/device far away from external doors and windows
- Always lock **your car** doors, boot, windows and sunroof
- Activate your tracker when you leave your car
- For keyless cars, turn off the signal overnight or keep keys in a signal-blocking pouch
- Ensure your steering lock is on when you leave your car.



If there is an accident or theft, call us on

0800 028 9655



If you suffer windscreen or glass damage, call us on

0800 169 9499



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