



# Your car insurance policy

If you have an accident...call us straight away on **0345 030 7956**.

For our joint protection, calls may be recorded and/or monitored.



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## Welcome. We've got you covered.

Together with your policy **schedule**, this booklet gives **you** all the details of **your car** insurance policy. If **you** have got any other questions – or to tell **us** how **you** have found **us** to deal with – just get in touch through **our** website.

### Call us now on 0345 030 7956 if:

- **You** have been involved in an accident;
- **You** need to make a claim;
- **You** need your glass repaired. (This service is only available if **you** have chosen comprehensive cover with us.)

For anything else – or to make changes to your policy or cover – do it online at [www.generalaccident.com/my-account](http://www.generalaccident.com/my-account).

### We can help you if:

#### You have been involved in an accident

If **you** have been involved in an accident, call **us** straightaway. Providing **you** have a valid claim, **we** will recover **your car**, and get **you** and your passengers home or to your destination anywhere within the **territorial limits**. (This service is only available if **you** have chosen comprehensive cover with **us**.)

Then – once **you** are home safely – **we** will get **your car** fixed at one of **our** approved garages. **You** will also benefit from **our** Repair Guarantee (see Section 1. Loss of or damage to your car). **We** will settle all the bills direct, and **we** will also take **you** through your claim. If someone else's insurers get in touch with **you**, just pass them on to **us**. (This service is only available if **you** have chosen comprehensive cover with **us**.)

If **your car** has been damaged due to fire or theft, **we** will instruct one of **our** approved repairers, authorise repairs and settle repairer payments directly. **You** will also benefit from **our** approved Repair Guarantee.

#### You need to make a claim

**We** will take your details over the phone. **We** can do things faster if **you** have got these details:

- Your policy number;
- The registration number of **your car** and any other cars involved;
- The names and addresses of everyone else in the accident, including your passengers;
- Specifics about what happened and the damage to **your car**;
- Reference numbers from the police if **you** have been given them.

Or **you** can download the General Accident MyClaims app for your iPhone. **You** just need to enter your details when **you** download it, and **you** will be ready to go if **you** need to claim.

#### You need your glass repaired

**We** will arrange a convenient time for **our** glass repairer to come and sort out your windscreen, sunroof or windows. (This service is only available if **you** have chosen comprehensive cover with **us**.)

#### Large print, audio and Braille

If **you** need this policy in large print, audio or Braille, email **us** at [team@generalaccident.com](mailto:team@generalaccident.com).

#### Telephone call charges and recording

Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependent on your network provider) and are usually included in inclusive minute plans from landlines and mobiles. For our joint protection telephone calls may be recorded and/or monitored.

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## Your policy

This policy booklet forms part of your legal contract with **us** and explains exactly what **you** are covered for. Your **schedule** shows the level of cover **you** have chosen.

### The contract of insurance

This policy is a contract of insurance between **you**, the **policyholder**, and **us**, Aviva Insurance Limited. **You** enter into a contract with **us** when **you** agree to take out the policy on the terms and conditions **we** have offered and to pay the premium.

The following elements form the contract of insurance between **you** and **us**. Please read them and keep them safe.

1. Policy Booklet.
2. Your Information Provided By You (IPBY) and **schedule**.
3. Any **clauses** as shown in the **schedule**.
4. **Certificate of motor insurance**.
5. The information under the heading 'Important Information' which **we** provide to **you** when **you** take out or renew your policy.
6. Changes to your policy contained in notices issued by **us** at renewal.

In return for **you** paying your premium, **we** will provide the cover shown in your **schedule** for any accident, injury, loss or damage that happens within the **territorial limits** during the **period of insurance**. Any changes made during the **period of insurance** will be treated as a continuation of the contract of insurance.

**Our** provision of insurance under this policy is conditional upon **you** observing and fulfilling the terms, provisions, conditions and **clauses** of this policy.

### Renewal of the contract of insurance

Each renewal of the policy represents a new contract of insurance.

- i. For existing customers who pay by annual or monthly direct debit or continuous card authority **you** enter into a new contract of insurance with **us** commencing on the cover start date shown on your renewal **schedule**.

- ii. For existing customers who pay annually, other than as set out in paragraph (i) above, **you** enter into a new contract of insurance with **us** commencing on the date when **you** agree to renew the policy and to pay the premium. **You** will be covered for the **period of insurance** shown on your renewal **schedule**.

### Choice of law

The law of England and Wales will apply to this contract unless:

- **You** and **we** agree otherwise; or
- At the date of the contract, **you** are a resident of (or, in the case of a business, the registered office or principal place of business is situated in) Scotland, Northern Ireland, the Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law of that country will apply.

### Language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

### Your cancellation rights

**You** have a statutory right to cancel your policy within 14 days from the day of purchase or renewal of the contract, or the day on which **you** receive your policy or renewal email confirmation, whichever is the later.

If **you** want to cancel, and the insurance cover hasn't started yet, **you** will be entitled to a full refund of the premium paid.

Or, if **you** wish to cancel and the insurance cover has already started, **you** will be entitled to a refund of the premium paid, less a proportionate deduction for the time for which **you** have been covered. There will also be an additional charge as shown in your **schedule** of £25.00 if **you** cancel within the first 14 days (plus Insurance Premium Tax, where applicable) to cover the administrative cost of providing the policy. If you are a telematics policyholder you should refer to the "Telematics Terms and Conditions" document which **you** have received for additional cancellation terms.

The cancellation fee may be reduced to ensure the total amount you pay in the period does not exceed your annual premium.

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**You** won't receive a refund of premium if any claim has been made under 'Section 1. Loss of or damage to your car' and;

1. **We** have agreed to settle your claim by paying the **market value** (less any **excess** applicable), or by replacing **your car** under new car replacement; and,
2. **We** haven't been able to recover the full amount from a responsible third party.

**You** can cancel your policy online via your My account. It is your responsibility to notify all persons insured that this policy has been cancelled.

If **you** don't exercise your right to cancel your policy, it will continue in force and **you** will have to pay the premium.

For your cancellation rights outside the statutory cooling-off period, please refer to the 'General conditions' section of this policy booklet. If **you** are a telematics policyholder **you** should refer to the "Telematics Terms and Conditions" document which **you** have received for additional cancellation terms.

### Administration charge

There will be no administration charge applied to changes made by **you** online via My account. However, if **you** make more than 5 changes in any one month period **we** reserve the right to apply an administration charge of £30.00 (plus Insurance Premium Tax where applicable) for each subsequent change. **We** reserve the right to apply an administration charge of £30.00 (plus Insurance Premium Tax where applicable) for any changes **you** ask **us** to make to your policy. If **you** are a telematics policyholder **you** should refer to the "Telematics Terms and Conditions" document which **you** have received for additional administration charges.

### Information and changes we need to know about

**You** must take reasonable care to provide complete and accurate answers to the questions **we** ask when **you** take out, make changes to, and renew your policy.

**You** can make changes online at [www.generalaccident.com/my-account](http://www.generalaccident.com/my-account)

Please tell **us** immediately if there are any changes to the information set out in the 'Information Provided By You' document, **certificate of motor insurance** or on your **schedule**. **You** must also tell **us** immediately about the following changes:

- A change to the people insured, or to be insured.
- Motoring convictions (driving licence endorsements, fixed penalties or pending prosecutions for any motoring offence) for any of the people insured, or to be insured.
- Criminal convictions for any of the people insured, or to be insured.
- A change of vehicle.
- Any vehicle modifications.
- Any change affecting ownership of the vehicle.
- Any change in the way that vehicle is used.

If **you** are in any doubt, please e-mail **us** at <https://help.generalaccident.com/>.

When **you** inform **us** of a change, **we** will tell **you** if this affects your policy, for example whether **we** are able to accept the change and if so, whether the change will result in revised terms and/or premium being applied to your policy.

If the information provided by **you** is not complete and accurate:

- **we** may cancel your policy and refuse to pay any claim, or
- **we** may not pay any claim in full, or
- **we** may revise the premium and/or change the compulsory **excess**, or
- the extent of the cover may be affected.

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## Definitions

Wherever the following words or phrases appear in **bold** in this policy booklet, they will have the meanings described below.

### Accessories

Parts of **your car** which aren't directly related to how it works as a car. This includes audio equipment, multi-media equipment, communication equipment, personal computers, satellite navigation and radar detection systems providing they are permanently fitted to **your car** and have no independent power source.

### Approved repairer

A facility approved by **us** for the repair, damage assessment and/or storage of **your car**.

### Certificate of motor insurance

The current document that proves **you** have the motor insurance required by the **Road Traffic Acts** to use **your car** on a road or other public place. It shows who can drive **your car**, and what **you** can use it for and whether **you** are allowed to drive other cars. The certificate of motor insurance does not show the cover **you** have.

### Clauses

Changes in the terms of your policy. These are shown in your **schedule**.

### Excess

The amount **you** will have to pay towards any claim.

### Fire

Fire, self-ignition, lightning and explosion.

### Green card

A document required by certain non-EU countries to provide proof that **you** have the minimum compulsory insurance cover required by law to drive in that country.

### Hazardous locations

- Power stations
- Nuclear installations or establishments
- Refineries, bulk storage or production premises in the oil, gas or chemical industries
- Bulk storage or production premises in the explosive, ammunition or pyrotechnic industries
- Ministry of Defence premises
- Military bases
- Rail trackside
- Any other rail property to which the public do not have lawful access.

### High category hazardous goods

Any substance within the following United Nations Hazard Classes:

- 1: Explosives
- 5.2: Organic peroxides
- 6.1: Toxic substances
- 6.2: Infectious substances
- 7: Radioactive materials

### Ignition keys

Any key, device or code used by **you** to secure, gain access to, and enable **your car** to be started and driven.

### Loss of any limb

Severance at or above the wrist or ankle, or the total and permanent loss of use of a hand, arm, foot or leg.

### Market value

The cost of replacing **your car** with one of the same make, model, specification and condition.

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## Period of insurance

The period of time covered by this policy, as shown in your **schedule**, or until cancelled. Each renewal represents the start of a new period of insurance.

## Personal belongings

Personal property within **your car** including portable audio equipment, multi-media equipment, communication equipment, personal computers, satellite navigation and radar detection systems not permanently fitted to **your car**.

## Repair quality

Bodywork repairs, paint repairs and workmanship (the work carried out by skilled technicians) on repairs to **your car** by **our approved repairer**.

## Road traffic acts

Any Acts, Laws or Regulations, which govern the driving or use of any motor vehicle in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

## Schedule

The document which gives details of the cover **you** have.

## Territorial limits

Great Britain, Northern Ireland, the Channel Islands and the Isle of Man, the Republic of Ireland, Andorra, Austria, Belgium, Bulgaria, Croatia, Cyprus, the Czech Republic, Denmark, Estonia, Finland, France (including Monaco), Germany, Gibraltar, Greece, Hungary, Iceland, Italy (including San Marino and the Vatican City), Latvia, Lithuania, Luxembourg, Malta, the Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden and Switzerland (including Liechtenstein).

## Theft

Theft, attempted theft or taking **your car** without your consent.

## We/us/our

Aviva Insurance Limited except where otherwise shown for any policy section and any representative appointed by us to act on our behalf, except where otherwise shown for any policy section.

## You/insured/policyholder

The policyholder named in your **schedule**.

## Your car

- Any motor vehicle described in the **schedule** and any other motor vehicle for which details have been supplied to **us** and a **certificate of motor insurance** bearing the registration mark of that motor vehicle has been delivered to **you** and remains effective;
- Any motor vehicle loaned to **you** or a permitted driver shown on your **certificate of motor insurance** by a supplier **we** have nominated following a claim under the policy; (This cover is only available if **you** have chosen comprehensive cover with **us**).
- Any motor vehicle loaned to **you** or a permitted driver shown on your **certificate of motor insurance** for up to seven days by a garage, motor engineer or vehicle repairer while the motor vehicle described on your **schedule** is being either serviced, repaired or having a MOT test. (This cover is only available if **you** have chosen comprehensive cover with **us**).

## Your partner

The husband or wife of the **policyholder**, or the **policyholder's** domestic or civil partner living at the same address as the **policyholder** and sharing financial responsibilities. This does not include any business partners or associates.

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## Cover summary

Some cover sections under this policy are optional and do not apply unless shown in your **schedule**.

Section	Cover	Comprehensive	Third Party Fire & Theft	Page
1.	Loss of or damage to <b>your car</b>	✓	Fire & Theft only	8
	Vehicle recovery in the event of an accident or fire or theft	✓	Fire & Theft only	8
	Repair guarantee	✓	Fire & Theft only	8
	Courtesy car (whilst <b>your car</b> is being repaired)	✓	✗	9
	Hire car (following total loss or <b>theft</b> )	Optional	Optional	9
	New car replacement	✓	✗	9
2.	Your liability	✓	✓	12
	Driving other cars (Third Party only cover)	✓ (policyholder only)	✗	12
	Liability of other persons driving or using <b>your car</b>	✓	✓	12
	Legal personal representatives	✓	✓	13
	Legal services	✓	✓	13
3.	<b>Personal belongings</b>	✓	✗	16
4.	Emergency treatment	✓	✓	17
5.	No claim discount	✓	✓	18
	Protected no claim discount – three years	Optional	Optional	19
	Protected no claim discount – four years or more	Optional	Optional	19
6.	Glass	✓	✗	20
7.	Foreign use	✓	✓	21
8.	Personal accident	✓ (policyholder and partner)	✗	22
9.	Legal protection and advice	✓	✓	23

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## Section 1. Loss of or damage to your car

### Loss of or damage to your car

Cover Type	Covered
Comprehensive	✓
Third Party Fire & Theft	Fire & Theft only

#### If your car is lost, stolen or damaged, we will:

1. repair **your car** unless **you** notify **us** that **you** want **us** to pay someone else to repair it; or
2. replace **your car**; or
3. pay **you** a cash amount equal to the loss or damage.

**We** may decide to use suitable parts or **accessories** not supplied by the original manufacturer.

The same cover also applies to:

1. **accessories**,
2. spare parts and components for **your car** while these are in or on **your car** or while in your private garage. The most **we** will pay for **accessories** is shown in your **schedule** unless fitted by the manufacturer.

The most **we** will pay will be the **market value** of **your car** at the time of the loss.

If **we** know that **you** are still paying for **your car** under a hire purchase or leasing agreement, **we** will pay any claim to the owner described in that agreement. **Our** liability under this section will then end for that claim.

### Vehicle recovery in the event of an accident or fire and theft

Cover Type	Covered
Comprehensive	✓
Third Party Fire & Theft	Fire & Theft only

Within the **territorial limits** **we** can arrange for the protection and removal of **your car**. In the event of an accident please ring **our** Claims helpline and **we** will arrange for the following:

1. Someone to come out and help. If **your car** cannot be made roadworthy immediately it will be taken to **our** nearest **approved repairer**.
2. **Your car** can be taken to a repairer of your choice if this is nearer, but this may lead to delays in arranging the repairs to **your car**. An additional **excess** will apply in addition to any other **excesses** under this policy if the repairer chosen is not one of **our approved repairers**. **We** do not provide a courtesy car if the repairer chosen is not one of **our approved repairers**.
3. Transport for **you** and your passengers home or for the completion of your journey.
4. The onward transmission of any messages on your behalf.
5. Delivering **your car** back to your address in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man after the repairs have been carried out.

In providing accident recovery assistance, **we** will use **our** reasonable care and skill when providing the service. **We** can, however, cancel services or refuse to provide them if the demands made are excessive, unreasonable or impractical.



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## Repair guarantee

Cover Type	Covered
Comprehensive	✓
Third Party Fire & Theft	Fire & Theft only

**We** will continue to guarantee the **repair quality** carried out on **your car** by **our approved repairer** for a period of 3 years from the date of completion of the repairs, or for the remainder of the original manufacturer's warranty for **your car** if it's more than 3 years.

All parts fitted to **your car** by **our approved repairer** will be covered for the duration of the guarantee provided by the part manufacturer or supplier.

## Exclusion to repair guarantee

**We** won't pay for damage under the repair guarantee arising from deterioration and wear and tear or parts and component failures.

## Courtesy car

Cover Type	Covered
Comprehensive	✓
Third Party Fire & Theft	✗

A courtesy car is provided subject to availability to reduce your inconvenience and where possible ensure **you** remain mobile. It is not intended to be an exact replacement for **your car**. All courtesy cars have comprehensive cover under your policy for the period the courtesy car is provided.

1. A courtesy car will only be provided when your claim has been accepted and **your car** is repairable, and is being repaired by **our approved repairer** network.
2. A courtesy car is typically a small three door hatchback car with an engine size of 1 litre.

3. If **your car** is immobile or unroadworthy **we** aim to provide a courtesy car within one working day (however if an incident occurs during a weekend or on a bank/public holiday, it may not be possible to provide a courtesy car until the following normal working day).
4. To avoid undue delays, please advise **us** during the early stages of your claim if **you** need an automatic transmission courtesy car. Automatic courtesy cars can be supplied, providing the car being repaired is an automatic.

**We** do not provide a courtesy car outside Great Britain, Northern Ireland, the Channel Islands and the Isle of Man. However, **you** can buy **our** European Breakdown option which provides cover if there is an accident, breakdown or **theft** abroad.

## Hire car – optional cover

Cover Type	Covered
Comprehensive	Optional
Third Party Fire & Theft	Optional

The cover and services explained in this section only apply if they are shown in your **schedule**.

1. A hire car will be provided to **you** if **your car** has been stolen or has been damaged and is not repairable. Hire cars are subject to availability and are provided for a minimum of 5 days and a maximum of up to 21 days, or until your settlement has been agreed (whichever is earlier).
2. A hire car is typically a small three door hatchback car with an engine size of 1 litre.
3. If **your car** is immobile or unroadworthy **we** aim to provide a hire car within one working day (however if an incident occurs during a weekend or on a bank/public holiday, it may not be possible to provide a hire car until the following normal working day).

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- 4. To avoid undue delays, please advise **us** during the early stages of your claim if **you** need an automatic transmission car. Automatic hire cars can be supplied, providing the car being repaired is an automatic.

**We** do not provide a hire car outside Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

### New car replacement

Cover Type	Covered
Comprehensive	✓
Third Party Fire & Theft	✗

**We** will replace **your car** with a new car of the same make, model and specification (if one is available in the UK) if, within 12 months of **you** or **your partner** buying **your car** from new:

1. The cost of repairing any damage covered by the policy is more than 60% of the car's UK list price (including car tax and VAT) when **you** bought **your car**; or
2. **Your car** is stolen and not recovered.

**We** will only replace **your car** if:

1. **You** or **your partner** own **your car** or are buying it under a hire purchase agreement or other type of agreement where ownership passes to **you** and the financing company agrees; and
2. **You** or **your partner** are the first registered keeper of **your car**, or **you** or **your partner** are the second registered keepers of **your car**, if **your car** has been pre registered in the name of the manufacturer or supplying dealer, providing at the time of purchase by **you** or **your partner**, the mileage of **your car** was less than 250 miles.

Cars sold as 'ex demonstrators' and 'nearly new' do not qualify for replacement under this section.

### Excesses

If **your car** is lost, stolen or damaged **you** are responsible for paying the **excess** shown in your **schedule**, no matter how the loss or damage happened.

If **your car** is to be repaired and the repairer **you** choose is not one of **our approved repairers**, then an additional **excess** will apply. This **excess** will be shown in your **schedule**. This **excess** will apply in addition to any other **excess** under the policy.

A young driver **excess** will also apply while the permitted driver of **your car** is aged 24 or under. This **excess** will be shown in your **schedule**. This **excess** will apply in addition to any other **excess** under the policy.

Where the accident was not your fault, and the driver who caused it was uninsured, we will refund the excess you paid, provided you can confirm to us:

- The car registration and the make and model of the other car, and
- The other car drivers details

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## Section 1. Loss of or damage to your car – exclusions

**We won't pay for:**

1. Loss of use, wear and tear, depreciation, or any loss or damage which happens gradually.
2. Mechanical, electrical or electronic failure, breakdown or breakage.
3. Computer and equipment failure or malfunction.
4. Loss or damage arising from **theft** while:
  - The **ignition keys** of **your car** have been left in or on **your car**;
  - **Your car** has been left unattended with the engine running.
5. Damage to tyres by braking or by punctures, cuts or bursts.
6. Loss or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.
7. Loss of value following repair.
8. Loss or damage arising from confiscation or requisition or destruction by or under order of any government or public or local authority.

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## Section 2. Your liability

### Your liability

Cover Type	Covered
Comprehensive	✓
Third Party Fire & Theft	✓

We will insure **you** for all amounts which **you** may have to pay as a result of **you** being legally liable for:

1. Another person's death or injury.
2. Damage to another person's property up to a maximum amount of that shown in your **schedule** (excluding that person's costs and expenses and any other costs and expenses) and up to the amount shown in your **schedule** for that person's costs and expenses and any other costs and expenses incurred with **our** written consent in relation to damage to that person's property as a result of an accident caused by:
  - **Your car**;
  - Any trailer while it is being towed by **your car**.

The amount payable under 2. above for damage to property is limited to the amount shown in your **schedule**, or such greater sum as may be required to meet the minimum insurance requirements of the **Road Traffic Acts** while **your car** is:

- (i) carrying any **high category hazardous goods**;
- (ii) being used or driven at any **hazardous locations** other than in an area designated for access or parking by the general public.

### Driving other cars

Cover Type	Covered
Comprehensive	✓ (policyholder only)
Third Party Fire & Theft	✗

We will insure **you** whilst **you** are driving any other car within Great Britain, Northern Ireland, the Channel Islands and the Isle of Man providing:

1. The car does not belong to **you** or is not hired to **you** under a hire purchase agreement.
2. **You** are driving the car with the owner's express consent.
3. **You** still have **your car** and it has not been damaged beyond cost effective repair.
4. **You** are aged 25 or above, at inception or last renewal of this policy.
5. Your **certificate of motor insurance** indicates that **you** can drive such a vehicle.

**Important Note:** the cover provided whilst **you** are driving any other car is for Third Party only.

### Liability of other persons driving or using your car

Cover Type	Covered
Comprehensive	✓
Third Party Fire & Theft	✓

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On the same basis that **we** insure **you** under this section, **we** will also insure the following persons:

1. Any person **you** give permission to drive **your car** provided that your **certificate of motor insurance** allows that person to drive **your car**.
2. Any person **you** give permission to use (but not drive) **your car**, but only whilst using it for social, domestic and pleasure purposes.
3. Any passenger travelling in or getting into or out of **your car**.
4. The employer or business partner of the person using any car for which cover is provided under this section while the car is being used for business purposes, as long as your **certificate of motor insurance** allows business use. This does not apply if;
  - The vehicle belongs to or is hired by such employer or business partner;
  - The **insured** is a corporate body or firm.

## Legal personal representatives

Cover Type	Covered
Comprehensive	✓
Third Party Fire & Theft	✓

In the event of the death of anyone who is insured under this section, **we** will protect his or her legal personal representatives against any liability that the deceased person had, which is covered by this section.

## Legal services

Cover Type	Covered
Comprehensive	✓
Third Party Fire & Theft	✓

If **you** are involved in an incident which is covered under this section, **we** will pay the fees and disbursements of any legal representative **we** agree to, to defend anyone **we** insure under this section:

1. At a Coroner's inquest;
2. Fatal accident enquiry;
3. In any proceedings brought under the **Road Traffic Acts** or equivalent European Union legislation.

## We will not pay representation for:

1. A plea of mitigation (unless the offence **you** are charged with carries a custodial sentence);
2. Appeals.

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## 2. Your liability – exclusions

**We** won't pay for:

1. Any claim if any person insured under this section does not keep to the terms, exclusions and conditions of this policy. The cover will also not apply if the insured person can claim under another policy.
2. Death of, or injury to any employee of the insured person which arises out of, or in the course of, that employee's duties, unless **we** must provide cover under the **Road Traffic Acts**.
3. Loss of or damage to property that:
  - Belongs to or is in the care of any person insured who claims under this section; or
  - Is being carried in **your car**.
4. Damage to any vehicle covered by this section.
5. Loss, damage, injury or death while any vehicle is being used on:
  - That part of the aerodrome or airport which is used for aircraft taking off or landing;
  - Aircraft parking areas including service roads;
  - Ground equipment parking areas; or
  - Any parts of passenger terminals within the Customs examination area;

Unless **we** must provide cover under the **Road Traffic Acts**.

6. Any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event, except to the extent that **we** must provide cover under the **Road Traffic Acts**:
  - a. Terrorism.  
Terrorism is defined as any act or acts including, but not limited to:
    - i. The use or threat of force and/or violence  
  
and/or
    - ii. Harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, harm or damage by nuclear and/or chemical and/or biological and/or radiological means  
  
caused or occasioned by any person(s) or group(s) of people in whole or in part for political, religious, ideological or similar purposes, or is claimed to be caused or occasioned in whole or in part for such purposes.
  - b. Any action taken in controlling, preventing, suppressing or in any way relating to (a) above.

In respect of 6 (a) and (b), where **we** must provide cover under the **Road Traffic Acts** the maximum amount **we** will pay for damage to property as a result of any accident or accidents caused by a vehicle or vehicles driven or used by **you** or any other person, for which cover is provided under this section, will be:



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## Section 3. Personal belongings

Cover Type	Covered
Comprehensive	✓
Third Party Fire & Theft	✗

**We will pay you** (or, at your request, the owner) for loss or damage to **personal belongings** caused by **fire, theft** or accidental means while they are in or on **your car**.

The maximum amount payable for any one incident is shown in your **schedule**. A claim can only be made under this section when also making a valid claim which is accepted under 'Section 1. Loss of or damage to your car'.

### Section 3.1 Personal belongings – exclusions

**We will not pay for:**

1. Money, stamps, tickets, documents or securities (such as share and premium bond certificates).
2. Goods or samples carried in connection with any trade or business.



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## Section 4. Emergency treatment

Cover Type	Covered
Comprehensive	✓
Third Party Fire & Theft	✓

**We** will reimburse anyone using **your car** for payments made under the **Road Traffic Acts** for emergency medical treatment.

A claim solely under this section will not affect your no claim discount.

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## Section 5. No claim discount

Cover Type	Covered
Comprehensive	✓
Third Party Fire & Theft	✓

If no claims are made under your policy during the **period of insurance**, **we** will increase your no claim discount at your next renewal in line with the scale **we** apply at the time.

No claim discount will be earned separately by each car **policyholder**, on each car they insure and is not transferable to any other person.

Where a claim has been made and your no claim discount is not protected, **we** will reduce your no claim discount on the car which was subject to the claim in line with the table below;

No claim discount at last renewal date (years)	No claim discount at next renewal date (years)		
	1 Claim	2 Claims	3 Claims
1	NIL	NIL	NIL
2	NIL	NIL	NIL
3	1	NIL	NIL
4	2	NIL	NIL
5	3	NIL	NIL
6 or more years	3	NIL	NIL

If your renewal is due and investigations into a claim are still ongoing, **we** may reduce your no claim discount provisionally, until **our** investigations are complete. **We** may then restore your no claim discount and refund any extra premium that has been paid.

### What if the claim isn't my fault?

This is a no claim discount and not a no blame discount.

If a claim is made which is not your fault and **we** have to make a payment, **we** will reduce your no claim discount unless **we** recover all sums **we** have paid from those responsible, except where:

- the accident was not your fault, and the driver who caused it was uninsured, and you have provided **us** with:
  - the car registration and the make/model of the other car, and
  - the other car's drivers details

### Claims under the following sections will not reduce your no claim discount

- Section 4 – Emergency treatment
- Section 6 – Glass

Third parties may claim directly against **us** as the insurer in the event of an accident involving **your car**, as permitted under the European Communities (Rights Against Insurers) Regulations 2002. In these circumstances **we** will deal with any claim, subject to the terms and conditions of your policy. This may affect your no claim discount.

### Protected no claim discount (optional cover)

Cover Type	Covered
Comprehensive	Optional
Third Party Fire & Theft	Optional

This is an optional cover and only applies if shown on your **schedule**. Please check your **schedule** to see which of **your cars** have protected no claim discount.

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Cover purchased	Number of claims	New no claim discount (NCD) entitlement
Protected no claim discount on 3 years	One claim made during any <b>period of insurance</b>	3 years NCD, protection lost
	Two claims made during any <b>period of insurance</b>	1 years NCD, protection lost
	Three or more claims made during any <b>period of insurance</b>	0 years NCD
Protected no claim discount on 4 years*	One claim made during any three year period	4 years NCD, protected
	Two claims made during any three year period	4 years NCD, protection lost
	Three claims made during any three year period	2 years NCD, protection lost
	More than three claims made during any three year period	0 years NCD
Protected no claim discount on 5 years or more*	One claim made during any three year period	5 years or more NCD, protected
	Two claims made during any three year period	5 years or more NCD, protection lost
	Three claims made during any three year period	3 years NCD, protection lost
	Four claims made during any three year period	0 years NCD, protection lost
	More than four claims made during any three year period	0 years NCD
<b>Important</b>		
<ul style="list-style-type: none"> <li>• Protected no claim discount preserves the number of years no claim discount entitlement you have. Your renewal premium may still increase as a result of claims and other factors</li> <li>• Once you reach protected no claim discount on four years or more please note that any claim made within the last three years will be taken into account and will affect your discount and entitlement accordingly.</li> </ul>		

\***We** will take into account any claim(s) with any previous insurer during a two year period prior to taking out this policy (a claim for this purpose is any which would have resulted in loss of your no claim discount were it not protected).

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## Section 6. Glass

Cover Type	Covered
Comprehensive	✓
Third Party Fire & Theft	✗

**We** will pay for the replacement or repair of the glass in **your car's** windscreen, sunroof or windows if it is lost or damaged or the bodywork of **your car** suffers scratching arising solely from the breakage of glass. The most **we** will pay will be the **market value of your car** at the time of the loss. **We** may use suitable parts not supplied by the original manufacturer.

**You** must telephone **our** Claims Helpline before any work is carried out. **We** will direct **you** to an **approved repairer**.

The **excess** amount **you** must pay for any replacement or repair is shown in your **schedule**.

Please note that if **you** take **your car** to a non-approved repairer **we** will only pay a limited amount of the repair or replacement cost, this amount is shown in your **schedule**.

Your no claim discount will not be affected by making a claim under this section.

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## Section 7. Foreign use

Cover Type	Covered
Comprehensive	✓
Third Party Fire & Theft	✓

In compliance with EU Directives this policy provides, as a minimum, the necessary cover to comply with the laws on compulsory insurance of motor vehicles in:

1. Any country which is a member of the European Union.
2. Any country which the Commission of the European Communities is satisfied has made arrangements of Article 8 of EC Directive 2009/103/EC relating to civil liabilities arising from the use of a motor vehicle.

In addition to this minimum cover, the policy provides the cover shown in the **schedule** in any country in the **territorial limits**, subject to:

1. **Your car** normally being kept in Great Britain or the Isle of Man.
2. Use of **your car** for visits to countries outside Great Britain, Northern Ireland, the Channel Islands and the Isle of Man being of a temporary nature, not exceeding 90 days in any one trip.

Cover includes:

1. Transit between countries within the **territorial limits**.
2. Reimbursement of any customs duty **you** may have to pay on **your car** after its temporary importation into any country within the **territorial limits**, subject to your liability arising as a direct result of any loss of or damage to **your car** which is covered under 'Section 1. Loss of or damage to your car'.

3. General Average contributions, Salvage, Sue and Labour charges whilst **your car** is being transported by sea between any countries within the **territorial limits** provided that loss of or damage to **your car** is covered under 'Section 1. Loss of or damage to your car'.

### Foreign Use advice

All countries covered under this section have agreed that a **green card** is not necessary for cross border travel. Your **certificate of motor insurance** provides sufficient evidence that **you** are complying with the laws on the compulsory insurance of motor vehicles in any of these countries that **you** visit.

Call **us** on 44 (0) 1603 208878 to report a claim or get help when **you** are travelling abroad. For our joint protection, calls may be recorded and/or monitored.

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## Section 8. Personal accident cover

Cover Type	Covered
Comprehensive	✓
Third Party Fire & Theft	✗

If **you** or **your partner** suffer accidental bodily injury in direct connection with **your car** or while getting into, out of or travelling in any other private car, not belonging to **you** or hired to **you** under a hire purchase agreement, **we** will pay the amount shown in your **schedule** if, within 90 days of the accident, the injury is the sole cause of:

1. Death.
2. Irrecoverable loss of sight in one or both eyes or total and permanent loss of hearing in one or both ears.
3. **Loss of any limb.**

The most **we** will pay any one person after any accident is shown in your **schedule**.

The most **we** will pay any one person during any one **period of insurance** is shown in your **schedule**.

If **you** or **your partner** have any other policies with **us** in respect of any other car or cars the injured person will only be able to claim these benefits under one policy. If **you** have purchased the optional Increased Personal Accident cover please refer to your **schedule** for the details on cover limits.

The cover under this section applies irrespective of fault.

## Section 8.1 Personal accident – exclusions

**We** will not pay for death or bodily injury arising from suicide or attempted suicide.

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## Section 9. Legal protection and advice

Cover Type	Covered
Comprehensive	Covered
Third Party Fire & Theft	Covered

### Definitions

The general definitions at the beginning of this policy booklet apply where appropriate. The following definition only applies to this section of the policy.

### You/your

The persons covered by this section:

- the **persons insured**; and
- any passengers carried in **your car** at the time of an accident and/or incident, which occurs within the **period of insurance**.

### Motor legal protection explained

#### 1. Legal protection to claim costs or compensation after a motor accident or incident

If there is an accident and/or incident involving **your car** which is not **your** fault, **we** will provide **you** with legal protection to pay lawyers' costs to help claim against the person(s) who is responsible.

As part of **your** claim **we** will pay to recover **your** financial losses (such as **your excess** and travel expenses) and also obtain compensation if, as a result of travelling in, getting into or out of **your car**, **you** die or sustain personal injury.

Reasonable prospects of success must be present throughout the duration of the claim. This means that the lawyer must believe that it is more likely than not that that **you** will succeed in a claim for those losses. For more information please see 'Reasonable prospects of success explained' under 'Conditions of cover' in this section.

If **you** disagree with the lawyer's view of **your** prospects of success, **you** have the right to appeal. Please see 'Disputes and arbitration' at the end of this section for more information.

In the event the lawyer takes on **your** case but **your** claim is not successful **we** will pay legal costs and fees **you** are held responsible for (up to the maximum amount).

**Your schedule** shows the maximum amount **we** will pay for any one claim under this cover. This is shown as the 'Legal Expenses – Uninsured loss recovery limit'.

If **you** need to report an incident or talk to **us** about a claim call **us** on **0345 030 8688**.

Lines are open 24 hours a day, 365 days a year.

#### 2. Legal protection to defend motoring offences

This section provides legal protection to pay lawyers' costs to help defend **your** legal rights if **you** are accused of or have committed an offence under the road traffic laws (e.g. speeding) while using **your car** (including if a conviction would result in **you** being disqualified or suspended from driving).

Cover in this section is subject to cover not already being provided under 'Section 2 – Your liability' in this policy.

**Your schedule** shows the maximum amount **we** will pay for any one claim under this cover. This is shown as the 'Legal Expenses – Motor prosecution defence limit'.

If **you** need to report an incident or talk to **us** about a claim call **us** on **0345 030 8688**.

Lines are open 24 hours a day, 365 days a year.

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## Motor legal advice helpline explained

**You** have access to a 24 hour legal advice helpline based in the UK – providing confidential legal advice on any legal matter relating to the use of **your car** (e.g. private car sale).

There are no consultation fees and lines are open 24 hours a day, 365 days a year, all **you** pay for is the phone call.

Call **us** on **0345 030 8076**.

Please ensure **you** have **your** policy number to hand when **you** contact **us**.

## What is not covered

**We** will not pay any costs and expenses:

- 1 which **we** have not agreed to or authorised;
- 2 incurred prior to our acceptance of a claim;
- 3 resulting from any legal action **you** take without our prior approval;
- 4 for any fines, penalties, compensation or damages which **you** are ordered to pay by a court or other authority;
- 5 resulting from any claim deliberately or intentionally caused by **you**;
- 6 resulting from a defence of motoring offences resulting from prosecutions for:
  - dishonesty or violent conduct;
  - drink or drug related offences; or
  - parking offences;
- 7 relating to an application for judicial review;

- 8 for a claim relating to any non-contracting party's rights to enforce all or any part of this section. This means that only **you** may enforce all or any part of this policy and the rights and interests arising from or connected with it. The Contracts (Rights of Third Parties) Act 1999 does not apply to this section;
- 9 for a dispute with **us** in respect of the policy terms and conditions unless this is covered by the 'Disputes and arbitration' section in this policy;
- 10 for losses already paid by **us** under any other section of this policy.

## Conditions of cover

The following conditions apply to this section:

- the incident occurs during the **period of insurance**;
- the incident occurs within the **territorial limits**;
- any legal proceedings that **we** have agreed to are dealt with by a court or similar body that **we** have agreed to within the **territorial limits**;
- in respect of any appeal or defence of an appeal, it has been reported to **us** at least 14 days prior to the deadline for any appeal; and
- reasonable prospects of success exist for the duration of the claim. This condition only applies to claims under the 'Legal protection to claim costs or compensation after a motor accident or incident' section. Please see the box on the next page for more information.



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## Reasonable prospects of success explained

Before **we** begin to pursue financial losses or pay any legal costs and expenses **we** will ask the appointed lawyer to discuss **your** claim with **you** and assess the prospects of success.

In respect of all claims under the 'Legal protection to claim costs or compensation after a motor accident or incident' section **we** need to establish that it is more likely than not that **you** will:

- make a recovery of damages either in full or in part against the person(s) **you** believe were to blame;
- recover more than any offer of settlement from the person(s) **you** believe were to blame;
- make a successful defence of any claims made against **you**;
- make a successful appeal or defence of an appeal;
- obtain a legal remedy which **we** have agreed to pursue or defend.

If at any time it is established that **your** claim no longer has a reasonable prospect of success, **we** will confirm this in writing to **you**. **We** will pay for all costs and expenses **we** have agreed or authorised prior to the change in prospects of success. **You** have the right to continue the legal proceedings but this will be at **your** own expense and **we** will not pay any legal costs and fees **you** may be held responsible for after the confirmation in writing.

## Your claim

### How to claim

1. Before **you** call, please make sure **you** have **your** policy number, car registration and incident date ready to hand.
2. Call **us** to register **your** claim:
  - for legal protection to claim costs or compensation after a motor accident or incident, or for legal protection to defend motoring offences, please call **us** on **0345 030 8688**.

Lines are open 24 hours a day, 365 days a year.

## Legal representation

On receipt of a claim, **we** will appoint a lawyer to act for **you**.

If it is necessary to start court proceedings, **you** are free to nominate an alternative lawyer by sending the lawyer's name and address to **us**.

If there is a conflict of interest or **we** do not agree to **your** choice of lawyer, **you** may choose another representative. If there is still a disagreement, **we** will ask the president of the relevant national law society to choose a suitably qualified person. In this circumstance both parties are obliged to accept this choice of representation.

## The legal costs and expenses we will pay for

**We** will pay the following:

- reasonable legal costs and expenses incurred in respect of **your** claim; and/or
- legal costs and expenses, which **we** have agreed to or authorised, which **you** have been held responsible for or ordered to pay by a court or similar body.

In determining whether or not costs are reasonable, **we** will consider whether a person without legal expenses insurance, and with the funds available to finance their own legal costs, would be likely to find the costs in question reasonable. Specific factors **we** will take into account in making this determination are:

- the amount of any financial losses being claimed;
- the value and complexity of the case;
- the geographical location of the person and the other party to the action;
- the conduct and actions of the other party;
- the normal level of legal costs and expenses a similar specialist lawyer appointed by **us** would charge.

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## Conditions relating to your claim

- Incidents must be reported to **us** within 180 days after the date **you** discovered the incident.
- **You** must allow **us** direct access to the appointed lawyer who will provide **us** with any information or opinion on **your** claim.
- **You** must provide **us** with any information or instructions that **we** may reasonably ask for in relation to **your** claim. If **we** do not receive all the information or instructions **we** need **we** may delay or suspend **your** claim.
- **You** must notify **us** immediately if the approved lawyer receives a formal offer to settle a claim or to make a payment into court.
- If **you** do not accept a payment into court or any offer where the appointed lawyer advises that this is a reasonable payment or offer, **we** may refuse to pay further legal costs and expenses.
- No agreement to settle on the basis of both parties paying their own costs is to be made without our prior approval.
- **You** must support **us** in the recovery (from the person(s) who **you** believe were responsible) of any legal costs and expenses that **we** have paid and pay those legal costs and expenses to **us**.
- In respect of the following, if **you**:
  - settle or withdraw a claim without our prior agreement;
  - do not give suitable instructions to the appointed lawyer; or
  - dismiss an appointed lawyer without our prior consent, (please see the 'Legal Representation' and 'Disputes and arbitration' sections for more information about appointing representatives),

the cover **we** provide in respect of this claim will end immediately and **we** will be entitled to reclaim any costs and expenses **we** have incurred.

## Disputes and arbitration

If any difference arises between **us** and **you** in respect of the:

- acceptance;
- refusal;
- control; or
- handling

of any claim under this section, **you** can take the following steps outlined in our Complaints procedure.

**You** have the right to refer any such difference that arises between **us** and **you** to arbitration which will be decided by Counsel chosen jointly by **us** and **you**.

If there is a disagreement with regard to the choice of Counsel, **we** will ask the president of the relevant national law society to choose a suitably qualified person.

The decision shall be final and binding on both **us** and **you**.

All costs for resolving the difference will be met by the party against whom the decision is made.

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## General exclusions

### General exclusions apply to the whole of your policy.

**We will not pay for:**

1. Any accident, injury, loss or damage while any vehicle that is insured under this policy is being:
  - a. Used otherwise than for the purposes described under 'Description of use' section of your **certificate of motor insurance**; or
  - b. Driven by, or is in the charge of any person for the purposes of being driven who:
    - i. Is not described under the section of your **certificate of motor insurance** headed 'Permitted drivers'; or
    - ii. Does not have a valid and current licence to drive **your car**; or
    - iii. Is not complying with the terms and conditions of the licence; or
    - iv. Does not have the appropriate licence for the type of vehicle.

**We will not withdraw this cover,**

- a. While **your car** is in the custody or control of:
  - i. A member of the motor trade for the purposes of maintenance or repair; or
  - ii. An employee of a hotel or restaurant or car parking service.
- b. If the injury, loss or damage was caused as a result of the **theft of your car**.
- c. By reason of the person driving not having a driving licence, if **you** had no knowledge of such deficiency.

2. Any liability **you** have agreed to take on except to the extent **you** would have had that liability if that agreement did not exist.
3.
  - a. Loss or destruction of, or damage to, any property or associated loss or expense, or any other loss; or
  - b. Any legal liability that is directly or indirectly caused by, contributed to by or arising from:
    - i. Ionising radiation or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
    - ii. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
4. Any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event:
  - a. War, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.
  - b. Any action taken in controlling, preventing, suppressing or in any way relating to (a) above except to the extent that it is necessary to meet the requirements of the **Road Traffic Acts**.
5. Any accident, injury, loss or damage if **your car** is registered outside Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

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## General conditions

General conditions apply to the whole of your policy.

### Important Notice – Information we need to know about

**You** must take reasonable care to provide complete and accurate answers to the questions **we** ask when **you** take out, make changes to, and renew your policy.

If the information provided by **you** is not complete and accurate:

1. **we** may cancel your policy and refuse to pay any claim, or
2. **we** may not pay any claim in full, or
3. **we** may revise the premium and/or change the compulsory **excess**, or
4. the extent of the cover may be affected.

### Claims procedure

**You** must report any accident, injury, loss or damage to **us** as soon as possible so **we** can tell **you** what to do next and help resolve any claim on your behalf.

If **you** receive any contact from another party in relation to any claim, please re-direct this to **us** and **we** will manage it on your behalf.

**You** or anyone acting on your behalf must also let **us** know immediately if anyone insured under this policy is to be prosecuted as a result of an incident or if there is to be an inquest or a fatal accident inquiry.

**You** or anyone else claiming under this policy, must not admit to any claim, promise any payment or refuse any claim without **our** written consent.

If **we** want to, **we** can take over and conduct in your name or that of the person claiming under the policy the defence or settlement of any claim or take proceedings for **our** own benefit to recover any payment **we** have made under this policy.

**We** shall have full discretion in the conduct of any proceedings or the settlement of any claim.

The person who is seeking payment under this policy shall give **us** all the information, documents and assistance **we** require to enable any claim to be validated for **us** to achieve a settlement.

**You** must notify the police as soon as reasonably possible if **your car** is lost, stolen or broken into.

Below are some examples of what **we** may request. However, **we** may also ask for other information, documents and assistance relevant to **your** claim.

Information	Documents	Assistance
<ul style="list-style-type: none"><li>• Details of third parties and witnesses</li><li>• Statement of events</li><li>• Sketch or photograph of the accident scene</li><li>• Correspondence received from another party (including court papers)</li></ul>	<ul style="list-style-type: none"><li>• Driving licence</li><li>• Proof of identity and address</li><li>• Vehicle documentation such as V5, MOT and proof of purchase</li><li>• Receipts and invoices</li><li>• Finance documents</li></ul>	<ul style="list-style-type: none"><li>• Attendance at court</li><li>• Meetings with solicitors or <b>us</b></li></ul>

### Your right to cancel the policy

Following the expiry of your 14 day statutory cooling-off period, **you** continue to have the right to cancel this policy and/or any additional cover options at any time during its term via your My account. If **you** do so, **you** will be entitled to a refund of the premium paid in respect of the cancelled cover, less a proportionate deduction for the time **we** have provided such cover. If **you** cancel this policy **we** will also charge £50.00 (plus Insurance Premium Tax where applicable) to cover the administrative cost of providing this policy.

**You** will not receive a refund of premium if any claim has been made under 'Section 1. Loss of or damage to your car' and;

1. **We** have agreed to settle your claim by paying the **market value** (less any **excess** applicable), or by replacing **your car** under New Car replacement; and,

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2. **We** have not been able to recover the full amount from a responsible third party.

**You** can cancel your policy online via your My account. It is your responsibility to notify all persons insured that this policy has been cancelled. If you are a telematics policyholder you should refer to the “Telematics Terms and Conditions” document which **you** have received for additional cancellation terms

### Our right to cancel your policy

**We** (or any agent **we** appoint and who acts with **our** specific authority) may cancel this policy and/or any additional cover options, where there is a valid reason for doing so, by sending at least 7 days’ written notice to the last known postal and/or e-mail address of the policyholder setting out the reason for cancellation.

Valid reasons include but are not limited to the following:

- Non-payment of premium (including non-payment of instalments under a General Accident monthly credit facility). If premiums or instalment payment(s) are not paid when due **we** will write to **you** requesting payment by a specific date. **We** will give **you** at least 14 days’ notice in writing if **we** intend to cancel due to non-payment (including under a General Accident monthly credit facility). If **we** receive payment by the date set out in the letter **we** will take no further action. If **we** do not receive payment by this date **we** will cancel the policy and/or any additional cover options from the cancellation date shown on the letter.
- Where **we** reasonably suspect fraud
- Where the persons insured fail to co-operate with **us** or provide **us** with information or documentation **we** reasonably require, and this affects **our** ability to process a claim or defend **our** interests. See the ‘Claims procedure’ section of the General Conditions in this policy booklet.
- Where **you** have not taken reasonable care to provide complete and accurate answers to the questions **we** ask. See the ‘Information and changes we need to know about’ within the ‘Your Policy’ section of this policy booklet and the separate ‘Important Information’ notices supplied.

If **we** cancel the policy and/or any additional cover options under this section **you** will be entitled to a refund of the premium paid in respect of the cancelled cover, less a proportionate deduction for the time **we** have provided such cover, unless the reason for cancellation is fraud and/or **we** are legally entitled to keep the premium under the Consumer Insurance (Disclosure and Representations) Act 2012.

**We** will also charge £50.00 (plus Insurance Premium Tax where applicable) to cover the administrative cost of providing this policy.

### Important Note:

The Consumer Insurance (Disclosure and Representations) Act 2012 sets out situations where failure by a policyholder to provide complete and accurate information requested by an insurer allows the insurer to cancel the policy, sometimes back to its start date and to keep any premiums paid.

Where **our** investigations provide evidence of fraud or a serious non-disclosure **we** may cancel the policy immediately and backdate the cancellation to the date of the fraud or when **you** provided **us** with incomplete or inaccurate information, which may result in your policy being cancelled from the date **you** originally took it out. If you are a telematics policyholder you should refer to the “Telematics Terms and Conditions” document which **you** have received for additional cancellation terms.

### Other insurance

If at the time of any claim arising under this policy there is any other insurance covering the same loss, damage or liability, **we** will only pay **our** share of the claim. This condition does not apply to benefits under ‘Section 9. Legal services and advice’. This provision will not place any obligation upon **us** to accept any liability under ‘Section 2. Your liability’ which **we** would otherwise be entitled to exclude under exclusion 1 of that section.

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## Your duty to prevent loss or damage

**You** shall at all times take all reasonable steps to safeguard **your car** from loss or damage.

**You** shall maintain **your car** in a roadworthy condition.

**You** will allow **us** to have free access to examine **your car** at all times.

## Your duty to comply with policy conditions

**Our** provision of insurance under this policy is conditional upon **you** observing and fulfilling the terms, provisions, conditions and **clauses** of this policy.

## Fraud

If your claim is in any way dishonest or exaggerated **we** will not pay any benefit under this policy or return any premium to **you** and **we** may cancel your policy immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **you**.

## Payments made under compulsory insurance regulations and rights of recovery

If the law in any country in which this policy operates requires **us** to settle a claim which, if this law had not existed, **we** would not be obliged to pay, **we** reserve the right to recover such payments from **you** or from the person who incurred the liability.

## Direct right of access

Third parties may contact **us** directly in the event of accident, loss or damage as allowed under the European Communities (Rights Against Insurers) Regulations 2002.

In these circumstances **we** may deal with any claim, subject to the terms and conditions of your policy.

## Monthly payment plan

If **you** have chosen to pay the premium using **our** monthly credit facility, **you** must make the regular monthly payments as required in the credit agreement. If **you** do not do this **we** may cancel this

insurance as set out in the 'Our right to cancel your policy' section within the General Conditions section of this policy booklet.

If the credit agreement requires you to pay a deposit, this deposit is required by the date the insurance starts or the policy will not be valid.

## Mileage

**We** reserve the right to establish the mileage on **your car** at any time where your policy has been rated on a selected annual mileage basis. Where the annual mileage has been exceeded your premium will be increased to that which applies to the mileage driven. If **we** become aware that the annual mileage has been exceeded at the time of a claim the additional premium will be deducted from the claim payment. The higher premium will apply from the commencement of the **period of insurance**.

## Car sharing and insurance

If **you** receive a contribution as part of a car sharing arrangement involving the use of any car insured under this policy for carrying passengers for social or similar purposes, **we** will not consider this to be carriage of passengers for hire or reward provided the:

1. Car is not constructed or adapted to carry more than eight passengers (excluding the driver).
2. Passengers are not being carried in the course of a business of carrying passengers.
3. Total contributions received for the journey concerned do not involve an element of profit.

## Important

If **your car** is used under a car sharing arrangement and there is any doubt as to whether this arrangement is covered by the terms of your policy **you** should immediately contact **us** for confirmation.

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## Complaints procedure

### Our promise of service

**Our** goal is to give excellent service to all **our** customers but **we** recognise that things do go wrong occasionally. **We** take all complaints **we** receive seriously and aim to resolve all **our** customers' problems promptly. To ensure that **we** provide the kind of service **you** expect **we** welcome your feedback. **We** will record and analyse your comments to make sure **we** continually improve the service **we** offer.

### What will happen if you complain

1. **We** will acknowledge your complaint promptly.
2. **We** aim to resolve all complaints as quickly as possible.

Most of **our** customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, **we** will contact **you** with an update within 10 working days of receipt and give **you** an expected date of response.

### What to do if you are unhappy

If **you** are unhappy with any aspect of the handling of your insurance **we** would encourage **you**, in the first instance, to seek resolution by contacting:

- If **you** have a complaint about a claim **you** can email **us** at [claimsqueries@generalaccident.com](mailto:claimsqueries@generalaccident.com) or go to [www.generalaccident.com/complaints](http://www.generalaccident.com/complaints) whichever suits **you** and ask your contact to review the problem.
- If your complaint is regarding anything else **you** can email **us** at [www.generalaccident.com/complaints](http://www.generalaccident.com/complaints) and ask your contact to review the problem.

If **you** are unhappy with the outcome of your complaint **you** may refer the matter to the Financial Ombudsman Service at:

The Financial Ombudsman Service  
Exchange Tower • London • E14 9SR  
Telephone: 0800 023 4567 (calls from UK landlines and mobiles are free) or 0300 123 9123

Or simply log on to their website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

Whilst **we** are bound by the decision of the Financial Ombudsman Service, **you** are not. Following the complaints procedure does not affect your right to take legal action.

### Financial Services Compensation Scheme

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

Further information about the scheme is available from the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk).

### Customer comments

If **you** have any comments or suggestions about **our** cover, services or any other feedback please email **us** at <https://help.generalaccident.com/>.

**We** always welcome feedback so **we** can improve **our** products and services.

To find out more about us and the other things we do,  
visit [www.generalaccident.com](http://www.generalaccident.com)

To report an accident, call us straightaway on  
0345 030 7956. And if you hear from another party  
about your claim, ask them to get in touch with us instead.

For our joint protection calls may be recorded and/or monitored.



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