If you have an accident... call us straight away on 0345 030 7956.
For our joint protection, calls may be recorded and/or monitored.
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.

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.

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.
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.
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 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 up to £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.
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.

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 up to £30.00 (plus Insurance Premium Tax where applicable) for each subsequent change. We reserve the right to apply an administration charge of up to £30.00 (plus Insurance Premium Tax where applicable) for any changes you ask us to make to your policy.

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 or by e-mailing us at team@generalaccident.com.

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 team@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.
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.

**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.

**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).

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

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

Loss of or damage to your car

<table>
<thead>
<tr>
<th>Cover Type</th>
<th>Covered</th>
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</thead>
<tbody>
<tr>
<td>Comprehensive</td>
<td>✓</td>
</tr>
<tr>
<td>Third Party Fire &amp; Theft</td>
<td>Fire &amp; Theft only</td>
</tr>
</tbody>
</table>

If your car is lost, stolen or damaged, we will:
1. pay for your car to be repaired; 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

<table>
<thead>
<tr>
<th>Cover Type</th>
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<tbody>
<tr>
<td>Comprehensive</td>
<td>✓</td>
</tr>
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<td>Fire &amp; Theft only</td>
</tr>
</tbody>
</table>

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.
Repair guarantee

<table>
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<tr>
<th>Cover Type</th>
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<tbody>
<tr>
<td>Comprehensive</td>
<td></td>
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</tr>
</tbody>
</table>

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.

Hire car – optional cover

<table>
<thead>
<tr>
<th>Cover Type</th>
<th>Covered</th>
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</thead>
<tbody>
<tr>
<td>Comprehensive</td>
<td>Optional</td>
</tr>
<tr>
<td>Third Party Fire &amp; Theft</td>
<td>Optional</td>
</tr>
</tbody>
</table>

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 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.
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**

<table>
<thead>
<tr>
<th>Cover Type</th>
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<tbody>
<tr>
<td>Comprehensive</td>
<td>✓</td>
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<tr>
<td>Third Party Fire &amp; Theft</td>
<td>✗</td>
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</tbody>
</table>

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.
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.
Section 2. Your liability

Your liability

<table>
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<tr>
<th>Cover Type</th>
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<tbody>
<tr>
<td>Comprehensive</td>
<td>✔</td>
</tr>
<tr>
<td>Third Party Fire &amp; Theft</td>
<td>✔</td>
</tr>
</tbody>
</table>

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.

Driving other cars

<table>
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<tr>
<th>Cover Type</th>
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<tbody>
<tr>
<td>Comprehensive</td>
<td>✔ (policyholder only)</td>
</tr>
<tr>
<td>Third Party Fire &amp; Theft</td>
<td>✗</td>
</tr>
</tbody>
</table>

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

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<tr>
<th>Cover Type</th>
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<tbody>
<tr>
<td>Comprehensive</td>
<td>✔</td>
</tr>
<tr>
<td>Third Party Fire &amp; Theft</td>
<td>✔</td>
</tr>
</tbody>
</table>

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**

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<tr>
<th>Cover Type</th>
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<tbody>
<tr>
<td>Comprehensive</td>
<td>✅</td>
</tr>
<tr>
<td>Third Party Fire &amp; Theft</td>
<td>✅</td>
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</table>

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**

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<tr>
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<td>Third Party Fire &amp; Theft</td>
<td>✅</td>
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</tbody>
</table>

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.
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:
2. Welcome
3. Your policy
5. Definitions
7. Cover summary
8. Section 1. Loss of or damage to your car

• 12. Section 2. Your liability
16. Section 3. Personal belongings
17. Section 4. Emergency treatment
18. Section 5. No claim discount
20. Section 6. Glass
21. Section 7. Foreign use
22. Section 8. Personal accident cover
23. Section 9. Legal protection and advice
27. General exclusions
28. General conditions
31. Complaints procedure

1. Limited to the amount shown in the schedule in respect of all claims resulting directly or indirectly from one originating cause; or
2. Such greater sum as may in the circumstances be required to meet the minimum insurance requirements of the Road Traffic Acts.

7. Loss, damage, injury or death directly caused by pollution or contamination unless caused by a sudden identifiable unintended and unexpected event which occurs in its entirety at a specific time and place during the period of insurance, except where such liability is required to be covered under the Road Traffic Acts. For the purposes of this exclusion, pollution or contamination means all pollution or contamination of buildings or other structures or water or land or the atmosphere.
Section 3. Personal belongings

<table>
<thead>
<tr>
<th>Cover Type</th>
<th>Covered</th>
</tr>
</thead>
<tbody>
<tr>
<td>Comprehensive</td>
<td>✔️</td>
</tr>
<tr>
<td>Third Party Fire &amp; Theft</td>
<td>❌</td>
</tr>
</tbody>
</table>

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.
Section 4. Emergency treatment

<table>
<thead>
<tr>
<th>Cover Type</th>
<th>Covered</th>
</tr>
</thead>
<tbody>
<tr>
<td>Comprehensive</td>
<td>✔</td>
</tr>
<tr>
<td>Third Party Fire &amp; Theft</td>
<td>✔</td>
</tr>
</tbody>
</table>

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.
Section 5. No claim discount

<table>
<thead>
<tr>
<th>Cover Type</th>
<th>Covered</th>
</tr>
</thead>
<tbody>
<tr>
<td>Comprehensive</td>
<td>✔️</td>
</tr>
<tr>
<td>Third Party Fire &amp; Theft</td>
<td>✔️</td>
</tr>
</tbody>
</table>

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:

<table>
<thead>
<tr>
<th>No claim discount at last renewal date (years)</th>
<th>No claim discount at next renewal date (years)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1 Claim</td>
</tr>
<tr>
<td>1</td>
<td>NIL</td>
</tr>
<tr>
<td>2</td>
<td>NIL</td>
</tr>
<tr>
<td>3</td>
<td>1</td>
</tr>
<tr>
<td>4</td>
<td>2</td>
</tr>
<tr>
<td>5</td>
<td>3</td>
</tr>
<tr>
<td>6 or more years</td>
<td>3</td>
</tr>
</tbody>
</table>

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)

<table>
<thead>
<tr>
<th>Cover Type</th>
<th>Covered</th>
</tr>
</thead>
<tbody>
<tr>
<td>Comprehensive</td>
<td>Optional</td>
</tr>
<tr>
<td>Third Party Fire &amp; Theft</td>
<td>Optional</td>
</tr>
</tbody>
</table>

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.
**18. Section 5. No claim discount**

<table>
<thead>
<tr>
<th>Cover purchased</th>
<th>Number of claims</th>
<th>New no claim discount (NCD) entitlement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Protected no claim discount on 3 years</td>
<td>One claim made during any period of insurance</td>
<td>3 years NCD, protection lost</td>
</tr>
<tr>
<td></td>
<td>Two claims made during any period of insurance</td>
<td>1 years NCD, protection lost</td>
</tr>
<tr>
<td></td>
<td>Three or more claims made during any period of insurance</td>
<td>0 years NCD</td>
</tr>
<tr>
<td>Protected no claim discount on 4 years*</td>
<td>One claim made during any three year period</td>
<td>4 years NCD, protected</td>
</tr>
<tr>
<td></td>
<td>Two claims made during any three year period</td>
<td>4 years NCD, protection lost</td>
</tr>
<tr>
<td></td>
<td>Three claims made during any three year period</td>
<td>2 years NCD, protection lost</td>
</tr>
<tr>
<td></td>
<td>More than three claims made during any three year period</td>
<td>0 years NCD</td>
</tr>
<tr>
<td>Protected no claim discount on 5 years or more*</td>
<td>One claim made during any three year period</td>
<td>5 years or more NCD, protected</td>
</tr>
<tr>
<td></td>
<td>Two claims made during any three year period</td>
<td>5 years or more NCD, protection lost</td>
</tr>
<tr>
<td></td>
<td>Three claims made during any three year period</td>
<td>3 years NCD, protection lost</td>
</tr>
<tr>
<td></td>
<td>Four claims made during any three year period</td>
<td>0 years NCD, protection lost</td>
</tr>
<tr>
<td></td>
<td>More than four claims made during any three year period</td>
<td>0 years NCD</td>
</tr>
</tbody>
</table>

**Important**

- 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.
- 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.

*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).*
Section 6. Glass

<table>
<thead>
<tr>
<th>Cover Type</th>
<th>Covered</th>
</tr>
</thead>
<tbody>
<tr>
<td>Comprehensive</td>
<td>✔️</td>
</tr>
<tr>
<td>Third Party Fire &amp; Theft</td>
<td>✗</td>
</tr>
</tbody>
</table>

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.
Section 7. Foreign use

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.
Section 8. Personal accident cover

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.

Section 8.1 Personal accident – exclusions

We will not pay for death or bodily injury arising from suicide or attempted suicide.
Section 9. Legal protection and advice

<table>
<thead>
<tr>
<th>Cover Type</th>
<th>Covered</th>
</tr>
</thead>
<tbody>
<tr>
<td>Comprehensive</td>
<td>Optional</td>
</tr>
<tr>
<td>Third Party Fire &amp; Theft</td>
<td>Optional</td>
</tr>
</tbody>
</table>

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

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 7956.

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 7956.

Lines are open 24 hours a day, 365 days a year.
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 7956.

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.
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.
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.

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 7956.

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

<table>
<thead>
<tr>
<th>Information</th>
<th>Documents</th>
<th>Assistance</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Details of third parties and witnesses</td>
<td>• Driving licence</td>
<td>• Attendance at court</td>
</tr>
<tr>
<td>• Statement of events</td>
<td>• Proof of identity and address</td>
<td>• Meetings with solicitors or us</td>
</tr>
<tr>
<td>• Sketch or photograph of the accident scene</td>
<td>• Vehicle documentation such as V5, MOT and proof of purchase</td>
<td></td>
</tr>
<tr>
<td>• Correspondence received from another party (including court papers)</td>
<td>• Receipts and invoices</td>
<td></td>
</tr>
<tr>
<td>• Driving licence</td>
<td>• Finance documents</td>
<td></td>
</tr>
</tbody>
</table>

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 up to £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,
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.

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 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 up to £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.

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.

Your duty to prevent loss or damage
You shall at all times take all reasonable steps to safeguard your car from loss or damage.
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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**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.
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• 31. 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 or go to 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 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.

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, or write to Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU.

Customer comments

If you have any comments or suggestions about our cover, services or any other feedback please email us at team@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

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.