

Your car insurance policy

Save time by making your claim online. If you need to make a claim, let us know the details straightaway. We've made it quick and easy to do. Simply visit www.generalaccident.com/our-cover/making-a-claim.
Or, if you need to talk to us, call 0345 030 7956.

GA GENERAL ACCIDENT

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Welcome. We've got you covered

Important notice - Information and changes we need to know about

You must always take reasonable care to give full and correct answers to the questions **we** ask when **you** take out, make changes to and renew your policy.

Please tell **us** immediately if anything on your schedule, **certificate of motor insurance** or 'Information Provided By You' document changes. **You** also need to tell **us** about:

- a change to the **persons insured**.
- a change of **your car**.
- motoring convictions (driving licence endorsements, fixed penalties or pending prosecutions for any motoring offences) for any of the **persons insured**, or to be insured.
- criminal convictions for any of the **persons insured** or to be insured.
- if any **persons insured** has an accident or claim under this or any other motor insurance policy.
- any vehicle modifications.
- any change affecting ownership of **your car**.
- any change in the way that **your car** is used.
- the address where **you** normally keep **your car**.
- any change of job, including part-time for any of the **persons insured**.
- any physical or mental impairment suffered that must be notified to the Driver and Vehicle Licensing Agency (DVLA) or the Driver and Vehicle Agency (DVA) Northern Ireland for any of the **persons insured** or to be insured.

If **you** are in any doubt, please contact **us**.

When **you** inform **us** of a change, **we** will tell **you** if this affects your policy, for example whether **we** can no longer offer cover or **we** need to change your premium.

If **you** don't give **us** full and correct information or tell **us** about the above changes, **we** may:

- refuse to pay all or part of a claim or cancel your cover
- change your premium, excess or cover

It is an offence under the Road Traffic Acts to provide incomplete or inaccurate information to the questions asked in your application for the purpose of obtaining a **certificate of motor insurance**.

Each renewal invitation is offered using the information **we** have at the time it was issued. **We** may revise or withdraw it if, before the date your renewal takes effect, any event occurs that gives rise to a claim, even if **we** are notified after your renewal date.

We recommend **you** keep a record (including copies of all letters) of all information provided to **us** for your future reference.

The contract of insurance

The contract of insurance between **you** and **us** consists of the following elements:

- your policy booklet(s);

- information contained on your application and/or your 'Information Provided By You' document;
- your schedule, including any clauses (changes in the terms of your policy) shown on it;
- **certificate of motor insurance**;
- changes to your policy in notices **we** give **you** at renewal;
- information under the heading 'Important Information' which **we** give **you** when **you** take out or renew your policy.

Please read them and keep them safe. It is the **policyholder's** responsibility to ensure that all **persons insured** are aware of the terms of this policy.

In return for **you** paying your premium and complying with the policy terms and conditions, **we** will insure **you** for anything shown in your policy booklet which your schedule shows is covered during the **period of insurance**.

Our administration and cancellation fees and charges

We apply administration and cancellation fees and charges under certain circumstances if **we** or **you** change or cancel your cover - more details can be found in the 'Important Information' document.

How to get help

Claims

Motor claims in the UK:
Go online at www.generalaccident.com/our-cover/making-a-claim or if **you** need to talk to **us** call 0345 030 7956.

Motor claims in Europe:
Contact: 44 (0) 1603 208 878

Motor Legal claim:
Contact: 0345 030 7956

Motor Legal advice:
Contact: 0345 030 8076

Complaints about a claim*:
Email **us** at: claimsqueries@generalaccident.com

Lines are open 24 hours a day to report a new claim.

Customer Services

Questions or changes to your policy or the information **you**'ve given **us**:
Make your changes online at www.generalaccident.com/my-account

Complaints*:
Go online at www.generalaccident.com/complaints

Need this in a different format?

Please get in touch if you'd prefer a document in large font, Braille or as an audio.
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.

*For details of our Complaints procedure please see the 'Complaints Procedure' at the back of this policy booklet.

Need to make a claim?

What to do if you or your car is involved in an incident:

It is important to contact **us** quickly, even if there is no damage to the car(s) or property.

Let **us** know as soon as **you** can. Simply visit www.generalaccident.com/our-cover/making-a-claim. Or, if **you** need to talk to **us**, call **0345 030 7956**. The sooner **you** tell **us** what's happened, the sooner **we** can help **you** and any third party. This helps **us** keep prices lower for **you** and all our customers. Our claims service is available 24/7, every day of the year.

If you have had an accident or your car has been damaged by fire, theft, or vandalism:

We'll arrange:

- for **you** and your passengers to be taken home or to your destination (in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man).*
- for **your car** to be recovered to one of our **approved repairers**.
- to repair **your car** or pay for it to be repaired and deliver it back to your home. The repair is covered by our Repair guarantee.*

If it's a write-off (can't economically be repaired), **we**'ll quickly agree a settlement with **you***

If you have a broken or chipped windscreen:

We'll arrange for the glass to be repaired or replaced by one of our suppliers (only available with Comprehensive cover.)

If you have had an accident with a third party and caused them injury and/or damage to their vehicle/property

We'll arrange:
to manage the third party's claim, dealing with damage to their vehicle/property, providing mobility and handling any claims for injury suffered.

We will help resolve any claim from a third party on your behalf if anyone involved contacts **you** at any point after your incident, just pass them on to **us**.

*Excesses and policy limits apply.

Definitions

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

Advanced Driver Assistance Systems (ADAS)
Electronic systems fitted to **your car** designed to assist with safety, the control and/or driving of **your car**.

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

Automated vehicle
A vehicle designated as being legally able to safely drive itself and is listed as an automated vehicle under the Automated & Electric Vehicles Act 2018.

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**, what it can be used for and whether **you** are allowed to drive other cars. The certificate of motor insurance does not show the cover provided.

Computer system(s)
Any computer, hardware, **software**, applications, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, **data** storage device, networking equipment or back up facility.

Cyber Act
A deliberate unauthorised, malicious or criminal act or series of acts, regardless of time and place which involves access to, processing of, use of, or operation of any **computer system(s)** and is intended to create, or to have the effect of creating an outcome which includes but is not limited to denial of access, threat, deception, hoax or extortion.

Data
All information, which is electronically stored, recorded, transmitted or represented, or contained in any formats, materials or devices used for the storage of data including but not limited to operating systems, records, programs, **software** or firmware, code of series of instructions facts, concepts, code or any other information of any kind.

Fire
Fire, self-ignition, lightning and explosion.

Market value
The cost of replacing **your car** with one of the same make, model, specification, year, mileage and condition. The market value, determined at the time of loss or damage, may also be affected by other factors such as MOT status (if one is required), how **you** purchased **your car** and whether it has been previously declared a total loss.

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

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.

Persons insured
You/policyholder
The policyholder named in your schedule.
Named driver
Person nominated by the **policyholder** as being a user of **your car** (but not the main user) as described in your schedule, providing the **certificate of motor insurance** allows that person to drive **your car**. (Named drivers are not entitled to benefits provided under Section 2 – Driving other cars).

Software
Any software, safety critical software, firmware, operating systems, electrical control systems, **data**, **data** storage materials, telecommunication links or any reliance on recognising, using or adopting any date, day of the week or period of time, other than the true or correct date, day of the week or period of time.

Territorial limits
Great Britain, Northern Ireland, the Channel Islands and the Isle of Man, Andorra, Austria, Belgium, Bosnia and Herzegovina, 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, Montenegro, the Netherlands, Norway, Poland, Portugal, the Republic of Ireland, Romania, Serbia, Slovakia, Slovenia, Spain, Sweden and Switzerland (including Liechtenstein).

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

Track day
Any event, organised or not, or location where vehicles are permitted to drive on any course, or track, which is free from traffic regulations.

We/us
Aviva Insurance Limited and any representative appointed by us to act on our behalf.

Your car

Any motor vehicle described in your 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 in accordance with the Road Traffic Acts and remains effective;

Any motor vehicle loaned to a permitted driver as shown on your **certificate of motor insurance** by a supplier **we** have nominated following a claim under the policy (applicable to Comprehensive cover only).

Any motor vehicle loaned to a permitted driver as 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 in your schedule is being either serviced, repaired or having an MOT test (applicable to Comprehensive cover only).

Key



These boxes highlight information we want to particularly draw your attention to



These boxes give you additional helpful information



These boxes highlight what your policy does not cover

Section 1. Loss of or damage to your car

Loss of or damage to your car

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

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

The same cover also applies to accessories for **your car**, and electric vehicle charging equipment (up to the limit shown in your schedule) while these are in or on **your car** or while in your private garage.

We may decide to use parts or accessories not supplied by the original manufacturer, but which are of a similar standard, including recycled parts.

When **we** repair **your car, we** will arrange for **ADAS** defects or errors due to the incident to be recalibrated or repaired.

Accessories are items permanently fitted to **your car** which are not directly related to how it works as a car. For example, in-built satnavs, cameras, comms kits or roof racks. **You** can only claim for accessories under this section.

The most **we** will pay is the **market value** of **your car**.

There is no cover for loss or damage to **your car** when the person driving was arrested and charged for Drink/Drug driving or failing to provide a specimen. Please refer to the General Exclusions Section. In the event information presented by **you** misrepresents your claim **we** reserve the right to seek recovery under General Condition - Fraud.

Vehicle recovery and journey continuation

Following an incident in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man, **we** will arrange to get **your car** to one of our **approved repairers**.

We will deliver **your car** back to your home address (shown on your schedule) after the repairs have been carried out.

For incidents which occur in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man, **we** will also arrange to get the driver and passengers home or to their intended destination or **we** will pay up to £200 for overnight accommodation or public transport. **You** will need to produce receipts to claim.

What if I want to use a garage of my choice?
We can arrange for **your car** to be taken to a repairer of your choice if it is closer than our nearest **approved repairer**. This may lead to delays in arranging the repairs. **We** will not be able to provide **you** with a courtesy car and the excess **you** must pay will increase. If using your own repairer, **you** should arrange for any **ADAS** defects to be recalibrated or repaired.

What are the benefits of using our approved repairers?

General Accident Provided Benefit	Approved Repairer	Non-Approved Repairer*
Additional Non-Approved Repairer excess to pay (as shown on your schedule)	No	Yes
Repair guarantee	✔	✖
Reduced customer involvement prior to repair start date	✔	✖
General Accident collection and return of **your car**	✔	✖
Courtesy car for repair duration	✔	✖

*General Accident does not provide these benefits if **you** use a garage that is not one of our **approved repairers**, if **you** use a non-approved repairer **you** will need to check what they provide.

Repair estimate
If using one of our **approved repairers, we** will not require you to submit an estimate for the repair works. If you use a garage that is not one of our **approved repairers, we** will require an itemised repair estimate which **we** must approve before the work begins. In the event an agreement on the cost of repairs at your chosen repairer cannot be reached, **we** reserve the right to ask you to:

- Arrange for **your car** to be moved to our **approved repairer**.
- Give **us** an itemised estimate from another repairer.

New car replacement

There is no cover under this section if **you** have purchased Third Party, Fire and Theft cover.

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

- any repair cost or damage in respect of one claim is more than 60% of **your car's** UK list price (including car tax and VAT) or
- it is stolen and not recovered.

We will only replace **your car** if **you** or your **partner** purchased it:

- outright, or
- under a finance agreement where ownership passes to **you** or your **partner** and the Finance Company agrees.



Important note

New car replacement does not extend to cars sold as 'Ex-demonstrators' or 'Nearly new'.

If the qualifying criteria set out above are not met, or **you** do not wish **us** to replace **your car** with a new car of the same make, model and specification, the most **we** will pay will be the **market value** of **your car**.

Repair guarantee

We will provide a lifetime guarantee on repair quality carried out on **your car** by our **approved repairer** for as long as **you** own **your car**. Repair quality means bodywork repairs, paint repairs and workmanship which is the work carried out by skilled technicians. All parts fitted to **your car** by our **approved repairer** will be covered for the duration of the guarantee provided by the part manufacturer/supplier.



Exclusion to Repair guarantee

We will not pay for damage under the Repair guarantee arising from deterioration and wear and tear or parts and component failures.

Excesses

An excess is an amount **you** will have to pay towards any claim.

- An excess will apply to most claims.
- An additional excess will apply if the driver is 24 or under, or if the driver is 25 and over and has a provisional driving licence or has held their full driving licence for less than one year.
- A further excess will apply if **you** choose to have **your car** repaired in a garage that is not one of our **approved repairers**.
- Your schedule will show the excesses **you** will have to pay towards any claim. If more than one excess applies to your claim, the excesses will be added together.
- If **you** are hit by an uninsured driver and provide **us** with the other driver's name, contact details and their vehicle registration number, **we** will refund the excess **you** paid. This only applies where the driver of **your car** is not at fault.

What if my car is on finance?

If **we** know that **your car** is still being paid for under a finance agreement, **we** will pay any claim to the owner described under that agreement.

- Where **your car** is on finance and the agreement allows **you** to own or purchase the car, any difference between what **we** pay the finance company, and the **market value** will be paid to **you**.
- Where **your car** is not or cannot be owned by **you** under the agreement (contract hire and some leasing arrangements) **we** will pay its asset value to the true owner.

If the outstanding amount of your finance exceeds any payment made under this policy, **you** will still be responsible for paying this.

The most **we** will pay is the **market value** of **your car**.

Courtesy Car – standard cover

This cover is not available if **you** have purchased Third Party, Fire and Theft cover.

- 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.
- A courtesy car is not intended to be an exact replacement for **your car** and is typically a small three door hatchback car with four seats.

Hire Car - optional cover

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

- 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 provided for a minimum of five days and a maximum of 21 days, or until your settlement has been agreed (whichever is earlier).
- A hire car is not intended to be an exact replacement for **your car** and is typically a small three door hatchback car with four seats.



Important note

- If the repairer chosen is not one of our **approved repairers**, a courtesy car will not be provided.
- A courtesy or hire car will not be provided if **you** are making a claim solely under Section 6 – Glass.
- If **your car** is immobile or unroadworthy **we** aim to provide a courtesy or 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 courtesy or hire car until the following normal working day).
- The courtesy or hire car must be returned to the supplying depot unless other arrangements are made with the supplier.
- Courtesy or hire cars provided by **us** are comprehensively insured under your Motor Policy for the duration they are provided. Only the drivers listed as permitted drivers on your **Certificate of motor Insurance** are allowed to drive this car.
- **We** will not pay for any additional costs or charges such as fuel, collection and delivery charges, fitting ancillary items, or any excess applicable.
- A courtesy or hire car will not be provided outside Great Britain, Northern Island, the Channel Islands, and the Isle of Man.

Exclusions to Section 1



What **we** won't pay for:

- Loss of use, wear and tear, loss or damage which happens gradually, loss of value following repair, depreciation, failure of electronics, mechanical breakdown or breakage, or tyre damage caused by braking, punctures, cuts or bursts.
- Loss or damage if, at the time of the incident, it was being driven or used without your permission by someone **you** know (unless **you** have reported them to the Police).
- Loss or damage arising from use of **your car** while taking part in a **Track day** or whilst driving on the Nürburgring Nordschleife.
- Loss or damage arising from **theft** while:
  - **your car's** ignition keys (including any key, device or code used to secure, gain access to, or to enable **your car** to be driven) have been left in or on **your car**;
  - **your car** has been left unattended with the engine running.
- Loss or damage arising from confiscation or requisition or destruction by or under order of any Government or Public or Local Authority.
- Where **your car** is equipped for the cooking or heating of food or drink, loss of damage by **fire** caused directly or indirectly from use of the cooking or heating equipment.
- Loss or damage caused by the unauthorised, and/or malicious access to **computer system(s)** or electronic components and systems, resulting in any reprogramming of **software**, introduction of malware, codes or viruses with the intention or effect to cause such systems to stop, fail or function otherwise than is intended by the Vehicle Manufacturer.

Section 2. Your liability

Your liability

Persons insured are covered against all amounts which may have to be paid as a result of being legally liable for an incident involving **your car**, resulting in:

- another person's death or injury.
- damage to another person's property (up to a maximum amount of that shown in your schedule plus an additional amount to cover any claimant's costs and expenses).

Important note
If **your car** is carrying any of these high category hazardous goods or being used or driven at any hazardous locations, the amount **we** will pay for damage to another person's property will be 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.



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.

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.

Legal costs

We will pay the legal costs of any legal representative **we** agree to, to defend any **persons insured** at a coroner's inquest or fatal accident inquiry or in any proceedings brought under the Road Traffic Acts or equivalent European Union legislation, following an incident covered by this section. This cover does not extend to a plea of mitigation (unless the offence **you** are being charged with carries a custodial sentence) or appeals.

Liability of other persons driving or using your car

Cover under this section will also apply on the same basis for the following persons:

- Any person given permission by **you** to drive **your car** provided that your **certificate of motor insurance** allows that person to drive **your car**.
- Any person given permission by **you** to use (but not drive) **your car**, but only while using it for social, domestic and pleasure purposes.
- Any passenger travelling in or getting into or out of **your car**.
- 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 car belongs to or is hired by such employer or business partner;
  - the **policyholder** is a corporate body or firm.

Driving other cars

There is no cover under this section if **you** have purchased Third Party, Fire and Theft cover.

We will insure **you** while driving any other car (as long as **you** don't own it or it is not being hired or provided to **you** under a hire purchase agreement or any other finance agreement) within Great Britain, Northern Ireland, the Channel Islands and the Isle of Man providing:

- **you** are driving the car with the owner's express consent.
- **you** still have **your car** and it has not been damaged beyond cost effective repair.

- **you** are aged 25 or above at inception or renewal of this policy.
- the **certificate of motor insurance** indicates that **you** can drive other cars.
- the car is not an **automated vehicle**.

Driving other cars cover is only available for the **policyholder**.



Important note
The cover provided to the **policyholder** is limited to third party damages only.

Exclusions to Section 2



What **we** won't pay for:

- Anything which **persons insured** can claim for under another policy.
- The death of, or injury to any employee of the **persons insured** which arises out of, or in the course of, that employee's duties, unless **we** must provide cover under the Road Traffic Acts.
- Loss of or damage to property that:
  - belongs to or is in the care of any **persons insured** who claim under this section; or
  - is being carried in **your car**.
- Damage to the motor vehicle covered by this section.
- A claim where **your car** is an **automated vehicle** and is being driven or used in automated driving mode and the **policyholder** or **persons insured** at the time of an accident has:
  - made, or permitted alterations to any **software** which relates to the functioning of **your car** as an **automated vehicle**, except those provided and/or approved by the vehicle manufacturer and/or;
  - failed to install or permit installation of any safety critical **software** updates relating to the functioning of **your car** as an **automated vehicle** which the **policyholder** or **persons insured** ought reasonably to have known were safety critical (**software** updates are safety critical if it would be unsafe to use the vehicle in question without the updates being installed).
- Loss, damage, injury or death while any motor vehicle is being used on:
  - that part of the aerodrome or airport 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.

- 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 (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 any **persons insured**, for which cover is provided under this section, will be:
  (i) limited to the amount shown in your schedule in respect of all claims resulting directly or indirectly from one originating cause; or
  (ii) such greater sum as may in the circumstances be required to meet the minimum insurance requirements of the Road Traffic Acts.
- 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.
- Death or injury of any person caused by:
  – food poisoning; or
  – anything harmful contained in goods supplied; or
  – any harmful or incorrect treatment given at or from **your car**.
- Loss, damage, death or injury that happens beyond the limits of any carriageway or thoroughfare and involves anyone, other than the driver or attendant of **your car**, bringing a load to **your car** for loading or taking a load away from **your car** after unloading it.
- Any claim if any **persons insured** under this section does not keep to the terms and conditions of this policy.

Section 3. Personal belongings

There is no cover under this section if **you** have purchased Third Party, Fire and Theft cover.

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 the personal belongings are in or on **your car**.

The maximum amount payable for any one incident is shown in your schedule.



As well as the personal property in **your car**, this Section also covers portable audio equipment, multi-media equipment, communication equipment, personal computers, cameras, satellite navigation and radar detection systems not permanently fitted to **your car**. **You** can only claim for personal belongings under this Section.



Important note
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'.

Exclusions to Section 3



We won't cover:

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

Section 4. Emergency treatment

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

Section 5. No claim discount

If **you** don't make any claims during the **period of insurance**, your number of years no claim discount will increase at your next renewal.

Number of years no claim discount will be earned by **you** and is not transferable to any other person.

The table in the 'Protected no claim discount – optional cover' section outlines how your number of years no claim discount will be impacted with and without a claim having been made.

If a claim is still outstanding at renewal, your number of years no claim discount may be reduced temporarily until the investigation is complete. If the claim is resolved in your favour, your number of years no claim discount may be restored, and any extra premium refunded.

What if the claim isn't my fault?

Irrespective of whether **you** are found to be at fault or not at fault, if a claim is made and **we** have to pay, your number of years no claim discount will be reduced (in line with the table below) unless **we** recover all costs from the responsible party.

Claims solely under the following sections will not reduce your number of years no claim discount

- Section 4. Emergency treatment
- Section 6. Glass

Protected no claim discount – optional cover

This is an optional cover and only applies if shown on your schedule.

You can protect your number of years no claim discount when **you** have earned three or more years.

Protecting your number of years no claim discount does not protect the overall price of your insurance premium.

Once **you** reach protected number of years 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 number of years no claim 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 number of years no claim discount were it not protected).

Your number of years no claim discount now	Number of claims made in the period of insurance	Your number of years no claim discount from next renewal	
		If you'd protected it	If you hadn't protected it
0 years	0	Protection not available	1 year
	1 or more		0 years
1 year	0	Protection not available	2 years
	1 or more		0 years
2 years	0	Protection not available	3 years
	1 or more		0 years
3 years	0	4 years	4 years
	1	3 years	1 year
	2	1 year	0 years
	3 or more	0 years	0 years

Your number of years no claim discount now	If you'd protected it		If you hadn't protected it	
	Number of claims made in any 3-year period	Your number of years no claim discount from next renewal	Number of claims made in the period of insurance	Your number of years no claim discount from next renewal
4 years	0	5 years (protected)	0	5 years
	1	4 years (protected)	1	2 years
	2	4 years (protection lost)	2	0 years
	3	2 years	3	0 years
	4 or more	0 years	4 or more	0 years
5 or more years	0	5 or more years (protected)	0	5 or more years
	1	5 or more years (protected)	1	3 years
	2	5 or more years (protection lost)	2	0 years
	3	3 years	3	0 years
	4 or more	0 years	4	0 years

Uninsured driver promise

We will not reduce your number of years no claim discount if **you** are hit by an uninsured driver and the accident was not your fault, and **you** provide us with:

- The vehicle registration and the make/model of the other vehicle, and
- The other driver's name and contact details

Section 6. Glass

There is no cover under this section if **you** have purchased Third Party, Fire and Theft cover.

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**. **We** may use suitable parts not supplied by the original manufacturer but are of an equivalent quality and specification to those being replaced (known as OES glass), including recycled parts.

If there are restrictions as part of **your car's** purchase/leasing contract terms and conditions or **you** would prefer, **you** may request that Original Equipment Manufacturer (OEM) glass be used, opposed to OES glass at point of claim, but **you** will be required to pay any difference in cost to the supplier.

If **we** can do so safely, **we** may look to repair a windscreen rather than replace it. Our **approved repairer** will advise the most suitable strategy for **your car**.

The excess amount which must be paid for any replacement or repair of windscreens or glass in the sides or rear of **your car** is shown in your schedule.

Your policy excess will be payable for a claim of damaged glass that forms part of **your car's** roof including sunroof and panoramic roofs.

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

Important note

- **You** must either report your claim online by visiting www.generalaccident.com/our-cover/making-a-claim, or by calling **us** on **0345 030 7956**, before any work is carried out. **We** will direct **you** to our **approved repairer**.
- 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.
- **We** do not provide a courtesy car if **you** are making a claim solely under this section.
- It is important to get any windscreen dependent **ADAS** (such as autonomous emergency braking, adaptive headlights, lane departure and traffic sign recognition) repaired or recalibrated as part of your glass claim.

Section 7. Continental use – Compulsory insurance

This policy provides, as a minimum, the necessary cover to comply with the laws on compulsory insurance of motor vehicles in:

- Any country which is a member of the European Union.
- 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.

Extended continental use

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

- **Your car** normally being kept in Great Britain or the Isle of Man.
- 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, and not exceeding a total of six months in any **period of insurance**.

Cover includes:

- Transit between countries listed in the **territorial limits** (including transit to and from the **territorial limits**).
- 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'.
- General Average contributions, Salvage, Sue and Labour charges whilst **your car** is being transported by sea between any countries listed in the definition of **territorial limits** (including transportation to and from the **territorial limits**) provided that loss of or damage to **your car** is covered under 'Section 1. Loss of or damage to your car'.



Important note

Although the UK is not part of the European Union, your **certificate of motor insurance** provides sufficient evidence for travel in the **territorial limits**.

For some countries, **you** might need an International Driving Permit (IDP). IDPs are available at post offices.

There is no cover for countries outside the **territorial limits**.

Onward travel for the driver, passengers and luggage is not extended by this section but is available if **you** have purchased our European breakdown optional cover, as shown on your schedule.

Section 8. Personal accident cover

If **you**, your **partner** or **named drivers** suffer accidental bodily injury as a result of:

- a road traffic accident in direct connection with the use of **your car**
  and/or
- travelling in, getting in to or out of **your car** listed in your schedule, **we** will pay an amount as shown in your schedule, if, within three months of the accident, the injury is the sole cause of their:
  – death.

- irrecoverable loss of sight in one or both eyes or total and permanent loss of hearing in one or both ears.
- loss of any limb which means severance at or above the wrist or ankle, or the total and permanent loss of use of a hand, arm, foot or leg.

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**, your **partner** or **named drivers** have any other policies with **us** in respect of any other car or cars, the injured person can only claim these benefits under one policy. The cover applies irrespective of fault.

Optional - Increased Personal Accident cover

If **you** have purchased the optional 'Increased Personal Accident' extension, please refer to your schedule for details of cover limits.

- **Additional benefit for death or serious injury**
  If **you**, your **partner** or **named drivers** suffer death or serious injury as outlined in this Section, **we** will pay an additional benefit amount as shown in your schedule.
- **Physiotherapy cover for minor injuries**
  This extension also provides physiotherapy cover for minor injuries for **you**, your **partner** or **named drivers** if they are injured as a direct result of **your car** being involved in an accident. **We** will refer **you** quickly to our experienced rehabilitation case management provider and will pay for treatment from a chartered physiotherapist **we** have appointed who believes treatment will help recovery.

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

Physiotherapy will end once the rehabilitation case management provider and/or treating physiotherapist advises no further treatment is required, or the limit under this extension has been reached, whichever happens first.

The cover applies irrespective of fault.

Exclusion to Section 8

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

Section 9. Motor Legal

This section provides legal protection and advice in the event of a motoring incident. The cover and services explained in this section only apply if they are shown in your schedule. 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.**

Full details, including exclusions, are provided below. **Your** schedule shows the maximum amount we will pay for any one claim under your Motor Legal cover.

How to Contact Us

If **you** need to report an incident or talk to us to claim costs or compensation after a motor accident or incident, call **us** on **0345 030 7956** or submit your claim online at www.generalaccident.com/our-cover/making-a-claim

If **you** need to report an incident or talk to **us** about defending motoring offences, pursuing motoring contract disputes, defending against vehicle cloning, or for general motor legal advice, call **us** on **0345 030 8076**.

Both lines are available 24 hours a day, 365 days a year.

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 'What can I do if I do not agree with the lawyer's opinion?' 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).

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.

3. Motor legal advice helpline

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 all **you** pay for is the phone call.

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

4. Legal protection to pursue motoring contract disputes

If **you** have a contract dispute related to buying goods or services for **your car**, **we** will provide **you** with legal protection to pay lawyers' costs to help pursue or defend **your** rights. Cover in this section is subject to exclusions which are shown in the 'What is not covered' section.

5. Legal protection to defend against vehicle cloning

If someone clones **your car** identity without **your** permission, **we** will provide **you** with legal protection to pay lawyers' costs to defend against fines, penalties, or legal action against **you**. Cover in this section is subject to exclusions which are shown in the 'What is not covered' section.

What is not covered

We will not pay any costs and expenses:

- which **we** have not agreed to or authorised;
- incurred prior to our acceptance of a claim;
- resulting from any legal action **you** take without our prior approval;
- for any fines, penalties, compensation or damages which **you** are ordered to pay by a court or other authority;
- resulting from any claim deliberately or intentionally caused by **you**;
- relating to an application for judicial review;
- 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;
- for a dispute with **us** in respect of the policy terms and conditions unless this is covered by the 'What can I do if I do not agree with the lawyer's opinion?' section in this policy;
- which relates to any financial mis-selling, including but not limited to:
  - any claims in contract or in tort relating to advice,
  - any claims that may arise from statements made in the selling process through misrepresentation, negligence or fraudulent misrepresentation;
  - claims for breach of any statutory duties
  - claims for breaches of any implied terms.
- for losses already paid by **us** under any other section of this policy, and

The following also applies to '2. Legal protection to defend motoring offences':

- resulting from a defence of motoring offences resulting from prosecutions for;
  - dishonesty or violent conduct;
  - drink or drug offences; or
  - parking offences.

The following also applies to '4. Legal Protection to pursue Motoring Contract Disputes':

- where the disputed contract:
  - relates to finance mis-selling in connection with a vehicle purchase;
  - relates to a credit hire or credit repair agreement;
  - is valued at less than £250.

The following also applies to '5. Legal Protection to defend against Vehicle Cloning':

- where **you** or anyone in **your** household was involved in the vehicle cloning.

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 'Reasonable prospects of success explained' box for more information.



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, please call **us** on **0345 030 7956**; or
   - for legal protection to defend motoring offences, please call **us** on **0345 030 8076**.

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.

Conditions relating to your claim

- It is important that **you** tell **us** about an incident as soon as possible after it happens. If **you** fail to do this it may result in **your** prospects of success being reduced.
- **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 'What can I do if I do not agree with the lawyer's opinion?' 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.

What can I do if I do not agree with the lawyer's opinion?

- **We** have confidence in the opinion of our appointed lawyer and rely on this when deciding if **we** should continue to pay the costs and expenses towards **your** claim.
- If **you** do not agree with the lawyer's opinion and **you** find a different lawyer, at **your** own cost, who supports **your** view, then **we** will be happy to offer a review of the case. The opinion of **your** chosen lawyer must be based on the same information regarding the claim that **you** provided to **us**.
- The lawyer conducting the review will be chosen jointly by **you** and **us**. If **we** cannot agree on who this lawyer should be then **we** will ask a relevant law society to appoint one. The reviewing lawyer will assess the case and **we** will abide by their decision. **We** will pay for the cost of this review and should they decide in **your** favour **we** will also pay any cost that **you** incurred for **your** chosen lawyer's second opinion.
- This review and any resulting decision will not affect **your** rights to make a complaint as detailed in the complaints procedure section.

Section 10. Replacement Locks

There is no cover under this section if **you** have purchased Third Party, Fire and Theft cover.

If your ignition keys, including any key, device or code used to secure, gain access to, or to enable **your car** to be driven, are lost or stolen, **we** will pay the cost to replace the affected locks, transmitters, central locking interface and any affected parts of the alarm and/or immobiliser.

The most **we** will pay will be the amount shown on your schedule. Your no claim discount will not be affected and no excess applies when claiming under this section.

If your schedule shows hire car cover was selected, the benefits in Section 1 'Hire car' will apply in the event of a claim under this section.

If **you** have chosen to purchase Keycare cover this will be shown separately on your schedule. More information about this cover can be found in 'Your Keycare policy booklet'.

Exclusion to Section 10



We will not pay for device replacement where **your car** uses a mobile phone, smartphone, tablet or smartwatch as a digital key.

General exclusions

These exclusions apply to all covers in this booklet.



What **we** won't pay for:

- 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 the 'Limitations as to 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 'Persons or classes of persons entitled to drive', or does not have a valid, current and appropriate (for the type of vehicle) licence to drive **your car**; or
    - **ii.** Is not complying with the terms and conditions of the licence.
  - **c.** Used while carrying more passengers than the vehicle is designed to accommodate and/or carrying persons who are not occupying a specific seat within the vehicle.

  We will not withdraw this cover,
  - **i.** While **your car** is in the custody or control of:
    - A member of the motor trade for the purposes of maintenance or repair; or
    - An employee of a hotel or restaurant or car parking service for the purpose of parking your car.
  - **ii.** If the injury, loss or damage was caused as a result of the **theft** of **your car**.
  - **iii.** By reason of the person driving not having a driving licence, if **you** had no knowledge of such deficiency.
  - **iv.** If **your car** is being used by any **person insured** in connection with unpaid voluntary work
- Any liability **persons insured** have agreed to take on except to the extent **persons insured** would have had that liability if that agreement did not exist.
- Loss or destruction of, or damage to, any property or associated loss or expense, or any other loss; or

  Any legal liability that is directly or indirectly caused by, contributed to by or arising from:
  - **a.** Ionising radiation or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

b. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

- 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.
- Any accident, injury, loss or damage if **your car** is registered outside Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.
- Any loss or damage arising from a deliberate act by **you** or any person driving or using **your car**.
- Any accident, injury, loss or damage arising from the use of **your car** while taking part in any competitions, trial, performance test, race or trial of speed, including off road events and **track days**, whether between motor vehicles or otherwise, and irrespective of whether this takes place on any circuit or track, formed or otherwise, and regardless of any statutory authorisation of any such event.
- Any accident, injury, loss or damage which happened whilst **you** or any **persons insured** to drive **your car** as named on your **certificate of motor insurance** was driving **your car** and was arrested and charged with:
  – being over the legal limit for alcohol or drugs
  – driving whilst unfit through alcohol or drugs, whether prescribed or otherwise
  – failing to provide a sample of breath, blood or urine when required to do so, without lawful reason

  If convicted of any of these offences, our liability under Section 2, will be restricted to meeting obligations under the Road Traffic Acts. In those circumstances **we** will recover from **you** and/or the **person insured** driving **your car** all sums paid in respect of any claim arising from the accident.
- Any consequence whatsoever which is directly or indirectly, wholly or in part, the result of, caused by, arising from or in connection with any **Cyber Act** except to the extent that **we** must provide cover under the Road Traffic Acts.

- Any consequence whatsoever resulting directly or indirectly from or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **data**, including any amount pertaining to the value of such **data** except to the extent that **we** must provide cover under the Road Traffic Acts.
- **We** shall not provide cover nor be liable to pay any claim or provide any benefit under this policy if to do so would expose us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions laws or regulations of the European Union, United Kingdom or United States of America or any of its states.

General conditions

These conditions apply to all covers in this booklet.

Claims Procedures

Your duties

You must contact **us** as soon as reasonably possible and provide all the information, documents, evidence and help **we** need to settle your claim or pursue a recovery.

Anyone claiming under this policy or anyone acting on their behalf must 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.

Anyone claiming under this policy must not admit to any claim, promise any payment or refuse any claim without our consent.

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

Our rights

If **we** want to, **we** can take over and conduct in the name 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 relevant information, documents and assistance **we** require to enable any claims to be validated for **us** to achieve a settlement or pursue a recovery.

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

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

Cancellation rights

Your rights

You can cancel this policy and/or remove optional covers at any time via your My account.

Your cancellation rights in the 14 day statutory cooling off period are shown in your 'Important Information' document.

The table headed 'Administration and cancellation fees and charges' which can be found in your 'Important Information' document gives details of when a cancellation fee will be charged.

If **you** are a telematics policyholder **you** should refer to the 'Telematics Terms and Conditions' document which **you** have received for additional cancellation terms.

If a claim has been made in the **period of insurance**, and **we** have not been able to confirm recovery of the full amount of the claim from a responsible third party, **you** will not receive a refund of premium and all premiums will be due.

Our rights

We may cancel this policy or optional covers where there is a valid reason, for example where:

- **you** have not paid your 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 in the letter.
- **we** reasonably suspect fraud
- any **persons insured** have failed to co-operate with **us** and this affects our ability to process a claim or defend our interests;
- or **you** have not taken reasonable care to provide complete and accurate answers to the questions **we** ask;
- or **you** harass our staff or representatives, or behave in an abusive or threatening manner.
- or **you** or any **persons insured** exposes us to any sanction, prohibition or restriction under United Nations resolutions, or the trade or economic sanctions laws or regulations of the European Union, United Kingdom or United States of America or any of its states.

Where **we** cancel **we** will always give at least seven days' notice, by post or email, to the last address **you** have given **us** and explain why. The exception is where **we** have evidence that **you** have acted fraudulently, carelessly, or deliberately by giving **us** incorrect or incomplete information when **we** may cancel your policy without notice and backdate the cancellation to the date when this has happened, which could be when **you** first bought your policy.

Will I get a premium refund?

- If your policy or any optional covers are cancelled before the covers starts, **we** will refund the premium **you** have paid for the cancelled cover; or
- if the cancellation is after cover has started your refund will be based on how many days are left in the **period of insurance** which **you** have paid for. **We** will also charge a cancellation fee of £50.00 plus Insurance Premium Tax at the appropriate rate. (see 'Administration and cancellation fees and charges' in the 'Important Information' document).

The refund set out above will not apply if **we** cancel your policy because of fraud and/or **we** are legally entitled to keep the premium under the Consumer Insurances (Disclosure and Representations) Act 2012.

Or, if **you** cancel the cover and a claim has been made in the **period of insurance**, and **we** have not been able to confirm recovery of the full amount of the claim from a responsible third party, **you** will not receive a refund of premium and all premiums will be due.



Important note
It is the policyholder's responsibility to notify all persons insured that the policy has been cancelled.

Monthly payment plan

If **you** are paying the premium using a General Accident 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 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.

Other insurance

If at the time of an incident that leads to a claim on this policy there is any other insurance covering the same loss, damage, expense or liability, **we** are entitled to approach that insurer for a contribution towards the claim and will only pay our share. This condition does not apply to any benefits under 'Section 8. Personal Accident cover'. This provision will not place any obligation on **us** to accept any liability under 'Section 2. Your liability', which **we** would otherwise be entitled to exclude under Exclusion 1 to Section 2.

Your duty to prevent loss or damage

You and all **persons insured** must take reasonable care to safeguard **your car** to prevent accidents, **theft**, loss or damage. **You** shall maintain **your car** in a roadworthy condition and install any safety critical **software** updates made available by the vehicle manufacturer. **You** must not modify, install or permit the installation of **software** except those provided by and/or approved by the vehicle manufacturer.

Your duty to comply with policy conditions

Our provision of insurance under this policy is conditional upon the terms, provisions, conditions and clauses (changes in the terms of your policy) of this policy being observed and fulfilled.

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**. **We** may also take legal action against **you** to include recovery of any sums paid to **you** in respect of the fraudulent claim.

If the fraudulent claim is made by **you** or any **named driver we** may cancel the policy immediately and backdate the cancellation to the date of the fraudulent claim. If the fraudulent claim is made by **you** or any **named driver**, **we** may remove all cover for that person or the entire policy from the date of the fraudulent claim.

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 the relevant **persons insured** or the person who incurred the liability.

Direct right of access

Third Parties may contact **us** directly in the event an 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. This may affect your no claim discount.

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

- **We** will acknowledge your complaint promptly.
- **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 team@generalaccident.com 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.

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.

GA GENERAL ACCIDENT

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