

INSENTURE UNDERWRITING

Private Hire Insurance Policy
Underwritten by West Bay Insurance Plc.

If you have had an accident
call the 24 hour Claims Helpline on **0344 873 8183**

Please call the number on the fayre. app within 24 hours of the accident to receive a reduction of £150
from your Accidental Damage excess.

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Important Customer Information

These notes are for your guidance and do not form part of the insurance contract.

You should keep a complete record of all information (including copies of letters) supplied to us in taking out this insurance. So that you understand what you are covered for, please read this policy, the Policy Schedule (which may make reference to Endorsements) and the Certificate of Motor Insurance very carefully. You should pay special attention to the General Exceptions & General Conditions of this policy.

The words or phrases shown under the Definitions section of this policy document commencing on page 7 have the same meaning whenever they appear in this policy document or in the Certificate of Motor Insurance, Policy Schedule or Endorsements.

If you have any questions, or the cover does not meet your needs or any of the details are incorrect you should notify us immediately via your Insurance Intermediary.

So that you can easily identify these words and phrases they are shown in bold print throughout this policy document.

Guidance notes

There are useful guidance notes shown in shaded boxes throughout the policy document. The guidance notes do not form part of the insurance contract but are there to help you understand it. You should always read the guidance notes in conjunction with the whole of the policy document.

Important Notice

It is a condition of your policy that you install the Theo telematics device within 7 days of inception. Failure to do so may result in the policy being cancelled and/or any claim being declined.

What to do in the Event of an Accident

Regardless of blame it is important that you take the following action:

Stop: Stop as soon as possible, in a safe place (if you have a warning triangle, place it well before the obstruction). If anybody has been injured, call the police and ambulance service.

App: Use the App provided with the **Theo Telematics device**.

Information required:

- The vehicle registration number, name, address and telephone number of any other drivers involved in the accident.
- The number of passengers in each vehicle.
- The name and address of anyone who is injured (or suggesting they have been injured).
- The name, address and telephone number of any witnesses to the accident.
- The name, telephone number and constabulary of any police officer who attends the accident.

Take a photo: Using your smartphone, take pictures at the scene to support the positions of the vehicles and the extent of the damage. You will then be instructed to send this data to the claims department.

Provide: You must give your own details to anyone who has reasonable grounds for requesting them.

DO NOT: Do not admit responsibility, either verbally or in writing. Instead, simply supply your details along with your policy number to the other driver(s)/person(s) involved in the accident and ask him/her to call the claims advisors on [0344 873 8183](tel:0344 873 8183).

By passing these details to the other person(s) involved in the accident you will give him/her the opportunity of obtaining assistance in progressing repairs and assisting with the provision of a courtesy vehicle if the circumstances of the accident warrant this.

If for any reason you have not been able to exchange details with other drivers or owners of property or you were in collision with an animal, you must report the accident to the police as soon as possible, and certainly within 24 hours of the accident.

Please call [0344 873 8183](tel:0344 873 8183) within 24 hours of the accident, but ideally within 1 hour. This is regardless of whether you wish to make a claim under the policy or not. Delay in notification of an incident may invalidate your right to claim.

Please quote your policy number and give all relevant information about the incident.

If your claim is due to theft, attempted theft or vandalism you must also inform the police and obtain a crime reference number.

Benefits of an immediate call

Calling straight away provides you with benefits which may include the following (dependant on the level of policy cover you have):

- Reduction of AD excess.
- Windscreen repair/replacement.
- Free collection and re-delivery.
- Free car cleaning service.
- Repairers' work guaranteed for three years.

Your claim and claims made against you, will be dealt with as quickly and fairly as possible. Please read the General Conditions in this policy booklet.

For our joint protection telephone calls may be recorded and monitored by us.

Introduction to Your Policy

Thank you for choosing to purchase an Insurance policy arranged by Insenture Underwriting Services Limited.

This Policy Document is evidence of a legally binding contract of insurance between you (the Insured) and us (Insenture Underwriting Services Limited on behalf of the authorised insurer, details of which can be found on your Certificate of Motor Insurance). This contract is entered into on the basis that:

- You have taken all reasonable care to answer all questions asked honestly, accurately and to the best of your knowledge; and any other information given either verbally or in writing by you, or on your behalf at the time you applied for insurance is also complete; and the information supplied has been given honestly and to the best of your knowledge and belief.
- The information that you have given to us is shown on your signed proposal form or statement of fact or statement of insurance but will also include further information given either verbally or in writing by you or on your behalf at the time you applied for insurance.
- You must read this Policy Document, the Policy Schedule and the Certificate of Motor Insurance together. The Policy Schedule tells you which sections of the policy apply. Please check all three documents carefully to make certain they give you the cover you want.

We have arranged to insure you against liability, loss or damage that may occur within the geographical limits of the policy during any period of insurance for which you have paid, or agreed to pay the premium. The cover provided is subject to the terms, conditions and exceptions contained in this policy document or in any endorsement applying to this policy document.

Nobody other than you (the Insured), us (Insenture Underwriting Services Limited) or the insurer has any rights that they can enforce under this contract except for those rights that they have under road traffic law in any country in which this insurance applies. Unless specifically agreed otherwise, this insurance shall be subject to English Law.



Signed for and on behalf of the Insurers by:
Gary Humphreys
Group Underwriting Director
Markerstudy Insurance Services Limited

Markerstudy Insurance Services Limited is registered in England and Wales (No. 2135730) and authorised and regulated by the Financial Conduct Authority (No. 475572)

Registered office: 45 Westerham Road, Bessels Green,
Sevenoaks, Kent TN13 2QB

Several Liabilities Notice

The obligations of the co-insurers under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of each insurer's individual subscription. If one of the insurers does not for any reason satisfy all or part of its obligations the other insurers will not be responsible for the defaulting insurer's obligations.

Financial Services Compensation Scheme

The Financial Services Compensation Scheme covers this policy. You may be entitled to compensation from this scheme if we cannot meet our liabilities under this policy. Further information is available at www.fscs.org.uk or by calling 0207 741 4100.

Definitions

The words or phrases shown below have the same meaning whenever they appear in this policy document or in the Certificate of Motor Insurance, Policy Schedule or Endorsements.

Approved Repairer

A motor vehicle repairer authorised by **us** or **our** representative to repair the **insured vehicle** following a valid claim under Section A or Section B of this insurance.

Certificate of Motor Insurance

A document, which is legal evidence of **your** insurance and is required by law and forms part of this contract of insurance. It shows the **insured vehicle's** registration number, who may drive it and what it may be used for. The **Certificate of Motor Insurance** must be read with this policy document.

Computer System

Any computer, hardware, software, application, process, code, programme, information technology, communication system or electronic device operated by the **Insured vehicle**.

Data

Information used, accessed, processed, transmitted or stored by a **computer system**.

Endorsements

A change in terms of this insurance, which replaces or alters the standard insurance policy wording.

Excess

An amount **you** have to pay towards the cost of a claim under this insurance. **You** have to pay this amount regardless of the circumstances leading to the claim.

Geographical Limits

The United Kingdom of Great Britain & Northern Ireland, the Isle of Man and the Channel Islands.

Hazardous goods

Petrol and liquid petroleum gas transported in bulk, explosives or chemicals of a volatile, explosive, corrosive or toxic nature; and/or any goods listed in Classes 1 to 9 of The Health & Safety Executive (HSE) rules relating to the carriage of dangerous goods. The rules require the display of hazard warning (ADR or Hazchem) panels and that the driver of the vehicle carries a Tremcard.

Insurance Intermediary

The intermediary who has placed this insurance with us, acting on **your** behalf as **your** agent and through whom all matters concerning this insurance are handled.

Insured Vehicle

The motor car, the details and registration number of which are shown in the **Policy Schedule**. Permanently fitted accessories (other than **in-car communication, navigation and metering equipment**) are included within this definition.

In-car Communication, Navigation and metering equipment

Permanently fitted radios, cassette, compact disc or DVD players, telephones, two-way communication radios and visual navigation equipment, taxi meters and taxi data heads. Portable items (such as radar detection equipment, personal digital assistants or portable GPS navigators), cassette tapes, memory cards, compact discs or DVDs are not included within this definition.

Definitions (continued)

Market Value

The cost of replacing the **insured vehicle** at the time of loss or damage compared with one of the same make, model, specification and condition. If the **insured vehicle** was first registered as new in a country other than those contained within the **geographical limits** any assessment of **market value** will take into account that the car has been individually imported into a country contained within the **geographical limits** but will not include any delivery costs incurred at the time of importation. The **market value** will be assessed by an automotive engineer in conjunction with the published trade guides at the time of loss.

Panoramic roof

A vehicle roof system manufactured as single or multiple glass, or equivalent, panel(s) designed to cover the entire passenger compartment or the majority of it.

Partner

Your husband, wife, civil partner, common law partner or someone **you** are living with as if **you** are married to them.

Period of Insurance

The period between the effective date and expiry date shown on the **Policy Schedule** and any subsequent period for which **we** accept renewal of the insurance.

Policy Schedule

The document which shows details of the insured policyholder and insurance protection provided and forms part of this contract of insurance.

Proposal Form

The application for insurance and declaration completed by **you** or on **your** behalf and signed by **you**. **We** have relied on the information provided on this form in entering into this contract of insurance.

Statement of Fact or Statement of Insurance

The form that shows the information that **you** gave **us** or that was given on **your** behalf at the time **you** applied for insurance. **We** have relied on the information provided on this form in entering into this contract of insurance.

Telematics Service Provider

Theo telematics device is supplied by Thing Co www.thingco.com

Terrorism

Terrorism as defined in the **Terrorism Act 2000** or any subsequent amendment.

Theo Telematics Device

Electronic equipment self-installed to **your vehicle**, which records and transmits vehicle data to **us** or the **Telematics Service Provider**.

Third party

Any person, including the legal owner of the **insured vehicle**, who makes a claim against anyone insured under this policy.

Unattended

Where **you** or no person authorised by **you** are present in the **insured vehicle**, in charge of the **insured vehicle** or are not in a position to prevent unauthorised interference with the **insured vehicle**.

We/Us/Our

Insenture Underwriting Services Limited for and on behalf of the insurance company as specified in the **certificate of motor insurance**.

Written down value

The value placed on **your insured vehicle** by the company who leased the vehicle to **you** under a lease agreement.

You/Your

The insured policyholder named in the **Policy Schedule** and **Certificate of Motor Insurance**.

Insurance Provided - Guide to Policy Cover

The level of cover provided by this insurance is shown on **your Policy Schedule**.

The sections of this Private Hire Insurance Policy that apply for each level of cover are as shown below. Cover is subject to any **endorsement** shown on **your Policy Schedule**.

Comprehensive

Sections A to G of this Private Hire Insurance Policy apply.

Third Party Fire and Theft

Sections B, C, E, F and G of this Private Hire Insurance Policy apply.

Third Party Only

Sections C, E, F and G of this Private Hire Insurance Policy apply.

The General Exceptions and General Conditions of this Private Hire Insurance Policy apply to all levels of cover.

Section H may also apply if shown on **your Policy Schedule**.

Insurance Provided - Guide to Policy Cover (continued)

Notification of changes

To keep **your** insurance up to date please notify **us** straight away via **your insurance intermediary** about changes which affect **your** cover. Some examples are:

- A change of vehicle or **you** have purchased another vehicle to which **you** want **your** existing cover to apply.

- **You** wish a new driver to be covered.

- The **insured vehicle** is changed or modified from the manufacturer's standard specification or **you** intend to change or modify it (including the addition of optional fit accessories).

- A change in the use of the **insured vehicle**.

- A change relating to the ownership of the **insured vehicle**.

- The **insured vehicle** has been stolen or is involved in an accident no matter how trivial.

- If the **insured vehicle** is likely to exceed the annual mileage declared at the commencement or renewal of the policy for which **you** may have received a discount.

- Any change in the main user of the vehicle.

- Someone who drives the **insured vehicle** is convicted of an offence (whether motor related or not) or fixed penalty or other licence **endorsement** or suffers from a medical condition or has a claim on another policy.

- Someone who drives the **insured vehicle** has any police enquiry or prosecution pending (note – if **you** have been stopped by the police a prosecution may be pending and must be disclosed).

- A change of occupation (full or part-time) by **you** or any other driver.

- A change of postal address or garaging facilities and/or where the **insured vehicle** is normally kept overnight.

- The security system fitted to the **insured vehicle** is no longer in operation.

- The **Theo telematics device** is not operational or has been removed from the **insured vehicle**.

- Any Advanced Driver Assistance Systems fitted to the **insured vehicle** that require recalibration or are not in working order.

This is not a full list and if **you** are in any doubt **you** should advise **your insurance intermediary** for **your** own protection. If the information provided by **you** is not complete or 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.

Guidance Notes - Notification of Changes

The premium that **you** pay is based on information **you** supplied at the inception or renewal date of this insurance policy. If **your** circumstances, or the circumstances of any driver covered by this policy change, then the premium needs to be recalculated to ensure **we** are collecting the correct premium for the risk.

It is important that **you** notify **your insurance intermediary** immediately of any changes such as those examples given under Notification of changes. If **you** fail to supply details of changes or the information supplied by **you** is not complete or accurate then **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.

Electric Cars

This section will provide **you** with additional information when insuring **your** electric car, which is not referenced elsewhere in **your policy document**. Refer to Page 9 of this **document** and your **policy schedule** for details of the sections that apply to **you**.

Battery Cover

Cover is provided as identified in this section irrespective if **you** own the battery or the battery is leased. If **you** lease the battery, then **you** need to know exactly what **your** responsibilities are. Please ensure **you** read all documentation **you** receive from the manufacturer so **you** fully understand what these are.

What is covered:

- damage to the battery caused by fire, theft or accident.

What is not covered:

- misuse of the car battery, including but not limited to, overcharging/undercharging and self-repair/replace; or
- cost to repair/replace a non-functional or faulty battery

Charging cables and charging points

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

Charging on your driveway or in your garage

What is covered:

When **your insured vehicle** is being charged on **your** driveway or in **your** garage, **we** will cover:

- theft of, fire or accidental damage to **your** charging cable and a home charging point.
- liabilities to others
- damage to **your insured vehicle** as a direct result of a charging point or cable unless **you** were aware of any fault to either of these items.

What is not covered:

- misuse of the charging cables, including but not limited to, overcharging/undercharging, deliberate acts and self-repair/replace; or
- cost to repair/replace faulty charging cables;
- cost to repair/replace faulty charging points;
- damage caused by knowingly using a faulty charging point or cable.

Charging away from your driveway or garage

What is covered:

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

- theft of, fire or accidental damage to the charging cable.
- liabilities to others.
- loss or damage to **your insured vehicle** as a direct result of a charging point or cable unless **you** were aware of any fault to either of these items.

What is not covered:

- misuse of the charging cables, including but not limited to, overcharging/undercharging, deliberate acts and self-repair/replace;
- cost to repair/replace faulty charging cables;
- any theft, fire, accidental or malicious damage to any charging point;
- cost to repair/replace faulty charging points.
- damage caused by knowingly using a faulty charging point or cable.

Theo Telematics Device

It is a condition of this insurance that the **insured vehicle** is fitted with a **Theo telematics device which is supported by the fayre. app.**

Once the **Theo telematics device** has been fitted to the **insured vehicle you** are required to the best of **your** ability to ensure that it is in working operation at all times the **insured vehicle** is in use. If **you** suspect that the **Theo telematics device** is faulty **you** must notify **fayre. on 0330 124 5773.**

If **you** continue to drive the **insured vehicle** in the knowledge that the device is not functioning properly **your** policy may be cancelled in accordance with General Condition 7 of the policy and it may affect the indemnity provided in the event of a claim.

The requirement for a fully operational **Theo telematics device** is waived for the first 7 days after this **insurance** going on cover. A **device** will be posted to your address. Follow the App instructions to enable you to install it in the **insured vehicle.** However **you** are required to have the **Theo telematics device** fitted to the **insured vehicle** and in working operation within this period otherwise the policy will be cancelled in accordance with General Condition 7 of the policy.

The **Theo telematics device** is the property of the **Telematics Service Provider** and it will be provided to **you** free of charge whilst **you** have a valid taxi policy with Insenture Underwriting Services Limited. **You are responsible for fitting the device to the insured vehicle and transferring it to any change of vehicle during the term of the insurance. You are required to return the device to the Telematics Service Provider should the insurance be cancelled or expire. Any return premium following cancellation will be processed upon receipt of the device in working order.**

It is a requirement of this insurance;

- that all incidents, irrespective of any intention to make a claim under this policy, are reported on the Claims Helpline **0344 873 8183** immediately or at the very latest within 24 hours of the incident discovery **which must be done via the claims team.**

- that you will ensure that the incident data from the device is made available **immediately.**

If you fail to comply with any of these requirements it could affect the handling of any claim.

Tampering

The **Theo telematics device** is the property of the **telematics service provider.** **You** or any person acting on **your** behalf, must not tamper with, dismantle, or attempt to remove any part(s) or tamper with the GPS/GSM signal that is emitted from the **Theo telematics device.**

Monitoring the Use of the Insured Vehicle

The **Theo telematics device** collects information about the way **you** drive (including the speed of the **insured vehicle**). This information will be collected and used by us:

- to monitor **your** driving behaviour, in particular, compliance with speed limits; and
- to monitor the locations and times during which the **insured vehicle** is used, the way in which it is driven and where and when it is driven; and
- to provide further clarification as to the circumstance of a claim if **you** make a claim under the insurance policy; and
- to calculate future premiums based on the information collected.

The policy is intended for safe drivers and **your** premium at renewal will be affected by the way that the **insured vehicle** is driven and your mileage, as well as where and when **you** drive. Poor driving behaviour, and in particular extreme speeding or **consistent speeding**, may result in the withdrawal of cover.

You will be able to view feedback on **your** driving behaviour and mileage driven. **You** will be sent alerts to draw **your** attention to any extreme driving behaviour such as speeding.

This policy wording must be shown to any named driver on **your** insurance policy so they are aware that their driving will be monitored.

Section A - Loss of or Damage to the Insured Vehicle

This section only applies if the cover shown on **your Policy Schedule** is **Comprehensive**.

What is covered

We will cover **you** against loss or damage to the **insured vehicle** (less any **excess** that applies) caused accidentally or as a result of malicious damage or vandalism (malicious fire damage is covered by Section A of this policy). Loss or damage more specifically covered under Section B of this policy is excluded under this section of the policy.

Cover also applies under this section while the **insured vehicle** is in the custody of a member of the motor trade for servicing or repair.

Under this section we may either:

- pay for the damage to the **insured vehicle** to be repaired; or
- with **your** agreement provide a replacement car; or
- pay an amount of cash equivalent to the loss or damage.

The most we will pay will be either:

- the **market value** of the **insured vehicle** immediately before the loss; or
- the cost of repairing the **insured vehicle**, whichever is the lower amount.
- the **written down value** or **market value**, whichever is lower, if **your insured vehicle** is under a lease agreement.

We may deduct any outstanding premium from the agreed settlement value of the **insured vehicle**.

We are not liable for any amount **you** are contractually obliged to pay under any lease or finance agreement **you** have entered into over and above the cost of replacing **your** vehicle.

If the **insured vehicle** was not first registered from new in the United Kingdom **we** will not pay more than the purchase price paid by **you** at the time that **you** purchased the **insured vehicle**.

If the **insured vehicle** is deemed to be beyond economical repair the damaged car becomes **our** property once a claim is met under the policy. **You** must send **us** the vehicle registration and MOT certificate if one is required by law for the **insured vehicle** before **we** are able to meet the claim.

If the **insured vehicle** is the subject of a Hire Purchase or Lease Agreement **we** will pay up to the amount defined above under 'the most **we** will pay'. This payment will be made to the Hire Purchase or Lease Company as owner, whose receipt shall be a discharge of any claim under this section. If, under a Hire Purchase Agreement, **you** owe less than the proceeds of **your** claim, **we** will pay **you** the difference.

Section A - Loss of or Damage to the Insured Vehicle (continued)

In-car communication, navigation and metering equipment

We will pay an amount of no greater than £750 in respect of any one occurrence for loss of or damage caused to permanently fitted in-vehicle communication, navigation and metering equipment.

Any amount payable in respect of **in-car communication, navigation and metering equipment** will not exceed the value of the equipment at the time of the loss or damage after making a reasonable deduction for wear and tear.

Repairs

Repairs are normally undertaken by **our approved repairer**.

If **you** choose to use an alternative repairer:

- **we** will not guarantee the work after **you** have signed a customer satisfaction note and the **insured vehicle** has been returned to **you** by the repairer; and

- the most **we** will pay toward the cost of labour to repair the **insured vehicle** will be the labour rate quoted by **our approved repairer**. In these circumstances **we** may at **our** option settle the claim for repairs to the **insured vehicle** by making a cash payment based on the labour rate quoted by **our approved repairer** less the **excess** which applies to the claim.

If parts required for repairing the **insured vehicle** are not available in the United Kingdom **our** liability for those parts shall not exceed the manufacturers' last United Kingdom list price or if not listed the price of those parts for the nearest comparable vehicle available in the United Kingdom.

We will not pay the cost of importing parts that are not available in the United Kingdom.

We may at **our** option use parts that have not been supplied by the original manufacturer to repair the **insured vehicle**. These parts will be subject to the **approved repairer's** guarantee.

We will not pay the cost of any repair or replacement which improves the **insured vehicle** to a better condition than it was in before the loss or damage. If this does happen **you** must make a contribution towards the cost of repair or replacement. **You** may be required to contribute to the cost of replaced items such as exhausts or tyres.

Guidance Notes – Finance or Lease Agreement

If **your insured vehicle** is the subject of a finance or lease agreement and **your** vehicle is deemed to be damaged beyond economic repair due to a covered loss under the policy the **market value** or **written down value** placed on **your insured vehicle** may not be sufficient to satisfy that agreement.

This policy does not cover any amount **you** are contractually obliged to pay under any lease or finance agreement, **you** have entered into, over and above the cost of replacing **your** vehicle.

We would recommend that **you** discuss any concerns that **you** may have with **your insurance intermediary** who may be able to supply **you** with details of products available to cover any shortfall.

Section A - Loss of or Damage to the Insured Vehicle (continued)

Protection and Recovery

If the **insured vehicle** cannot be driven following an incident leading to a valid claim under this section, **we** will pay:

- the cost of its protection and removal to the nearest **approved repairer**, competent repairer or nearest place of safety; and the cost of re-delivery after repairs to **your** home or business address;

Whichever is the lower amount; and

- the cost of storage of the **insured vehicle** incurred with **our** written consent.

If the **insured vehicle** is damaged beyond economical repair **we** will arrange for it to be stored safely at premises of **our** choosing.

You should remove **your personal belongings** from the **insured vehicle** before it is collected from **you**.

In the event of a claim being made under the policy **we** have the right to remove the **insured vehicle** to an alternative repairer, place of safety or make **our** own arrangements for re-delivery at any time in order to keep the cost of the claim to a minimum.

Guidance Notes – Flood Advice

If possible move **your** car to a safer place out of the reach of floodwater before the flood strikes (e.g. to higher ground).

Do not attempt to drive **your** car through floodwater as it is inevitable that this will damage **your** engine particularly if **your** car has a diesel engine or turbo charger. The policy does not pay for electrical faults and these are also likely to occur if **you** do drive through floodwater.

If **your** car is submerged do not try to start the engine. If possible get **your** car pushed or towed out of the water and allow it to dry out. **You** may be lucky and the water may not have penetrated sufficiently to ruin the engine.

Repairs to the **insured vehicle** resulting from flood damage are covered if **your** policy cover is comprehensive but claims will be subject to the policy **excess**. A comprehensive policy will also pay for towing as well as damage to upholstery, carpets and stereo systems resulting from flooding but only up to the limits shown within this document.

Section B - Loss of or Damage to the Insured Vehicle by Fire or Theft

This section only applies if the cover shown on **your Policy Schedule** is either Comprehensive or Third Party Fire and Theft.

What is covered

We will cover **you** against loss of or damage to the **insured vehicle** (less any **excess** that applies) caused by fire (other than fire by vandalism or malicious intent), lightning, self-ignition, explosion, theft or attempted theft.

Cover also applies under this section while the **insured vehicle** is in the custody of a member of the motor trade for servicing or repair.

Under this section **we** may either:

- pay for the damage to the **insured vehicle** to be repaired; or
- with **your** agreement provide a replacement car; or
- pay an amount of cash equivalent to the loss or damage.

The most we will pay will be either:

- the **market value** of the **insured vehicle** immediately before the loss; or
- the cost of repairing the **insured vehicle**,

whichever is the lower amount.

- the **written down value**, agreed value or **market value**, whichever is lower, if **your insured vehicle** is under a lease agreement.

We may deduct any outstanding premium from the agreed settlement value of the **insured vehicle**.

We are not liable for any amount **you** are contractually obliged to pay under any lease or finance agreement **you** have entered into over and above the cost of replacing **your** vehicle.

If the **insured vehicle** was not first registered from new in any country within the **geographical limits** **we** will not pay more than the purchase price paid by **you** at the time that **you** purchased the **insured vehicle**.

If the insured vehicle:

- is stolen and has not been recovered at the time of settlement; or
- is deemed to be beyond economical repair as a result of a loss covered under this section of the policy.

The lost or damaged vehicle becomes **our** property once a claim is met under the policy.

You must send **us** the vehicle registration document, and MOT certificate if one is required by law for the **insured vehicle** before **we** are able to meet the claim.

If the **insured vehicle** is the subject of a Hire Purchase or Lease Agreement **we** will pay up to the limit of liability defined above under 'the most **we** will pay'. This payment will be made to the Hire Purchase or Lease company as owner, whose receipt shall be a discharge of any claim under this section. If, under a Hire Purchase Agreement, **you** owe less than the proceeds of **your** claim, **we** will pay **you** the difference.

Section B - Loss of or Damage to the Insured Vehicle by Fire or Theft (continued)

In-car communication, navigation and metering equipment

We will pay an amount of no greater than £750 in respect of any one occurrence for loss of or damage to permanently fitted in-vehicle communication, navigation and metering equipment caused by fire (other than by vandalism or malicious intent), lightning, explosion, theft or attempted theft. Any amount payable in respect of in-vehicle communication, navigation and metering equipment will not exceed the value of the equipment at the time of the loss or damage after making a reasonable deduction for wear and tear.

Repairs

Repairs are normally undertaken by **our approved repairer**.

If **you** choose to use an alternative repairer:

- **we** will not guarantee the work after **you** have signed a customer satisfaction note and the **insured vehicle** has been returned to **you** by the repairer; and
- the most **we** will pay toward the cost of labour to repair the **insured vehicle** will be the labour rate quoted by **our approved repairer**. In these circumstances **we** may at **our** option settle the claim for repairs to the **insured vehicle** by making a cash payment based on the labour rate quoted by **our approved repairer** less the **excess** which applies to the claim.

If parts required for repairing the **insured vehicle** are not available in the United Kingdom **our** liability for those parts shall not exceed the manufacturers' last United Kingdom list price or if not listed the

price of those parts for the nearest comparable vehicle available in the United Kingdom. **We** will not pay the cost of importing parts that are not available in the United Kingdom.

We may at **our** option use parts that have not been supplied by the original manufacturer to repair the **insured vehicle**. These parts will be subject to the **approved repairer's** guarantee.

We will not pay the cost of any repair or replacement which improves the **insured vehicle** to a better condition than it was in before the loss or damage. If this does happen **you** must make a contribution towards the cost of repair or replacement. **You** may be required to contribute to the cost of replaced items such as exhausts or tyres.

Protection and Recovery

If the **insured vehicle** cannot be driven following an incident leading to a valid claim under this section, **we** will pay:

- the cost of its protection and removal to the nearest **approved repairer**, competent repairer or nearest place of safety; and
- the cost of re-delivery after repairs to **your** home address;

whichever is the lower amount; and

- the cost of storage of the **insured vehicle** incurred with **our** written consent.

If the **insured vehicle** is damaged beyond economical repair **we** will arrange for it to be stored safely at premises of **our** choosing.

You should remove **your** personal belongings from the **insured vehicle** before it is collected from **you**.

Section B - Loss of or Damage to the Insured Vehicle by Fire or Theft (continued)

In the event of a claim being made under the policy **we** have the right to remove the **insured vehicle** to an alternative repairer or place of safety or make **our** own arrangements for re-delivery at any time in order to keep the cost of the claim to a minimum.

If **your** policy schedule states that **you** have Comprehensive or Third Party Fire and Theft cover then repairs to **your insured vehicle** are normally undertaken by our approved repairer. If **you** insist that any repair work is undertaken by an alternative repairer;

- **We** will not guarantee the work after **you** have signed a customer satisfaction note and the **insured vehicle** has been returned to **you** by the repairer; and
- the most **we** will pay toward the cost of labour to repair the **insured vehicle** will be the labour rate quoted by our approved repairer. In these circumstances **we** may at our option settle the claim for repairs to the **insured vehicle** by making a cash payment based on the labour rate quoted by our approved repairer less the **excess** which applies to the claim.

Guidance Notes - Preventing Crime

Don't give criminals an easy ride. Car crime makes up 20% of all recorded crimes in the UK. Most thefts can be prevented - and it's in **your** interest and ours to take some simple precautions. Most things are common sense. Lock **your** car and remove **your** ignition key/locking device when leaving it for even a short time e.g. at a petrol station or cashpoint machine.

Vehicle thieves often steal the keys first especially if the vehicle has an immobiliser and break into houses just to access keys to steal the car. Always keep keys secure even inside **your** home (do not leave keys where a burglar can easily find them).

Keys and locking devices should always be kept in a safe and secure place - do not leave them on a wall hook, windowsill or in a jacket pocket close to the vehicle. Take appropriate measures to safeguard the vehicle when showing it to prospective purchasers.

Do not keep items such as the car registration document, service book, MOT certificate or Certificate of Insurance in the car and never leave any valuables on view in the car. **You** should remove items such as CD players, Radios/MP3 players and portable satellite navigation equipment whenever possible. Use good-quality locks and security devices.

Park in a secure place if **you** can. If **you** have a garage, use it and lock it!

Exceptions to Sections A & B

What is not covered

These sections of **your** insurance policy do not cover the following:

- The amount of any **excess** shown in the **Policy Schedule** or in this policy document or in any **endorsement** that applies.
- VAT if **you** are VAT registered.
- Indirect losses which result from the incident that caused **you** to claim, for example, **we** will not pay;
 - compensation for **you** not being able to use the **insured vehicle** or
 - any additional costs relating to the testing or plating of a replacement vehicle if the **insured vehicle** is the subject of a total loss claim: or
 - the cost of the upgrading of any replacement vehicle to comply with the current local authority regulations relating to the age and type of vehicle if the **insured vehicle** is the subject of a total loss claim.
- Wear and tear, mechanical or electrical breakdown including failure of any equipment, integrated circuit, computer chip, computer software or computer related equipment and failure or breakages of any part due to application of brakes or road shocks.
- Depreciation or loss of value following repairs.
- Loss of or damage to the **insured vehicle** arising from the vehicle being taken by a person;
- who is not permitted to drive under the **Certificate of Motor Insurance** or is excluded by **endorsement**; and
- who is also **your** employee or a member of **your** family or household or in a close personal relationship with **you** or a member of **your** family or household.
- Loss suffered due to any person obtaining any property by fraud or deception, for example a purchaser's cheque not being honoured by their bank.
- Loss or damage to the **insured vehicle** where possession of it is gained by deception on the part of someone pretending to be a buyer or someone pretending to act on behalf of a buyer.
- Loss or damage resulting from the **insured vehicle** being repossessed by or returned to its rightful owner.
- Loss or damage to the **insured vehicle** as a result of:
 1. lawful repossession
 2. return to its rightful owner
 3. seizure by the police or their authorised representatives
- Loss or damage caused by pressure waves from aircraft or any flying object.
- Loss of or damage to keys, lock or ignition activators, alarm or immobiliser activators.
- Repairs, reprogramming or replacement of any component, including locks on the **insured vehicle**, resulting from the loss of or damage to the **insured vehicle** keys, lock or ignition activators or alarm or immobiliser activators.
- Loss of or damage to the **insured vehicle** and/or **in-car communication, navigation and metering equipment** while **unattended** arising from theft or attempted theft when:
 - ignition keys have been left in or on the **insured vehicle**; or

Exceptions to Sections A & B (continued)

- the **insured vehicle** has not been secured by means of door and boot lock; or
 - any window or any form of sliding or removable roof or hood have been left open or unlocked; or
 - the **insured vehicle** is fitted with a manufacturer's standard security device and the device is not operational or is not in use.
- Loss or damage resulting from incorrectly maintaining or fuelling the vehicle by not following manufacturer instructions. This includes adding an inappropriate type or grade of fuel, oil or other consumable.
 - Confiscation, requisition or destruction by or under the order of any Government or Public or Local Authority.
 - More than £250 (after the deduction of any **excess** that applies) in respect of signwriting, advertisements, logos or specialist paintwork.
 - Damage to tyres caused by braking, punctures, cuts or bursts.
 - Loss or damage caused deliberately by **you** or by any person who is in charge of the **insured vehicle** with **your** permission.
- Fire damage resulting from malicious acts or vandalism if the cover shown on **your policy schedule** is TPFT.
 - Any amount **you** are contractually obliged to pay under any lease or finance agreement, **you** have entered into, over and above the cost of replacing the **insured vehicle**.
 - Loss or damaged caused by the misuse of the car battery, including but not limited to, overcharging/ undercharging and self- repair/ replace.
 - Cost to repair or replace a non-functional battery.
 - Cost to repair or replace faulty charging cables or faulty charging points.
 - Loss or damage to the **insured vehicle** caused by malware, worms, computer viruses or the **insured vehicle's** systems, **data** or **computer systems** being controlled without **your** authority.

Section C - Liability to Other People

What is covered

Use of the insured vehicle

We will cover the categories of people listed below for their legal liability for death, bodily injury or damage to property arising out of the use of the **insured vehicle** or an attached trailer or caravan;

- **You**; and
- any person permitted to drive the **insured vehicle** under the **Certificate of Motor Insurance** who is driving with **your** permission; and
- If **you** ask **us** to do so any passenger travelling in or getting into or out of the **insured vehicle**; and
- any person using (but not driving) the **insured vehicle** for social domestic and pleasure purposes with **your** permission; and
- **your** employer or business partner in the event of an accident occurring while the **insured vehicle** is being used for business by **your** employer or business partner as long as **your Certificate of Motor Insurance** allows business use by such person; and
- the legal representatives of any person who would have been covered under this section.

Third Party Property Damage Limit

The most **we** will pay for property damage for any one claim, or series of claims arising out of any one event is £20,000,000. The most **we** will pay in legal costs for any one property damage claim or series of property damage claims arising out of any one event is £5,000,000.

Legal Costs

In the event of an accident covered by this insurance **we** may at **our** absolute discretion consider payment in respect of the following legal costs;

- solicitors' fees for representation at any fatal accident inquiry, Coroner's, Magistrates or similar court; and
- the cost of legal services to defend **you** against a charge of manslaughter or causing death by dangerous or reckless driving.

If **we** agree to pay these costs under this policy the choice and appointment of legal representation and the extent of any assistance that **we** provide will be entirely at **our** discretion. There will be no agreement to pay these costs unless **we** have confirmed this to **you** in writing.

Emergency Medical Treatment

We will pay emergency treatment charges required by the Road Traffic Acts. If this is the only payment **we** make, it will not affect **your** No Claim Discount.

Exceptions to Section C

What is not covered

We shall not be liable:

- if the person claiming is otherwise insured; or
- for the death of or injury to the driver of the **insured vehicle**; or
- for loss or damage to property belonging to or in the care of any person insured under this section or for not being able to use any such property; or
- for damage to the **insured vehicle** or property in it or being conveyed in it or for not being able to use any such property; or
- for loss or damage to any trailer or caravan being towed by the **insured vehicle** or for any property carried in or on that trailer or caravan or for not being able to use any such trailer or caravan; or
- if the death of or bodily injury to any person covered under this section arises out of or in the course of his/her employment except where such liability must be covered under the Road Traffic Acts; or
- for death or bodily injury to any person being carried in or on any trailer or caravan; or
- if a person who was not driving makes a claim and he/she knew that the person driving did not hold a valid driving licence or a licence to drive the **insured vehicle** for the purpose for which it was being used; or
- for death, injury or damage arising while the **insured vehicle** is not on a public road and is in the process of being loaded or unloaded by any person other than the driver or attendant of the vehicle; or
- except as strictly required by the Road Traffic Acts for loss, damage or liability to any **third party** which arises when **you** or a named driver under the policy has custody or control of the **insured vehicle** for profit purposes and does not hold the requisite driver and/or vehicle licence(s) issued by the local licencing authority to use the **insured vehicle** for Private Hire; or
- for loss or damage caused deliberately by **you** or any person who is in charge of the **insured vehicle** with **your** permission.

Section D - Glass Damage

This section applies only if the cover shown on your Policy Schedule is Comprehensive.

What is covered

We will pay the cost of repair/replacement of broken glass windscreens or glass windows, without loss of No Claim Discount providing the work is carried out by **our** approved replacement service.

If the **insured vehicle** is fitted with Advanced Driver Assistance Systems (ADAS) and **you** use **our** approved replacement service to replace the windscreen, **we** will also pay for the recalibration of cameras or sensors fitted behind the windscreen to operate these systems, if required.

We may at **our** option use parts that have not been supplied by the original manufacturer. If **you** insist that **we** use parts supplied by the original manufacturer even though alternative non-original manufacturer parts are available **you** will be required to pay **us** any difference in the cost of such parts.

If an incident occurs involving the breakage of multiple items of glass **we** will only pay for one piece of glass under this extra benefit.

In the event of an incident likely to give rise to a claim for damaged glass please visit claims.markerstudy.com or contact **our** approved replacement service via **our** 24 hour Claims Helpline on 0344 873 8183.

If **you** do not use **our** approved replacement service cover is limited to an amount of £75 (after the deduction of any **excess** that applies) in any one annual **period of insurance**, without loss of No Claim Discount.

What is not covered

- **You** will be required to pay the first £100 of each claim under this section in respect of a replacement windscreen or window. Where the windscreen or window can be repaired and does not require replacement, any claim for repair will not be subject to payment of an **excess**.

- **We** will not pay claims for mechanical items associated with the window mechanisms of the **insured vehicle** under this section.

- **We** will not pay the cost of importing parts or items of replacement glass that are not available in the United Kingdom.

- **We** will not pay claims for the repair or replacement of sunroofs, glass roofs, **panoramic windscreens**, lights/reflectors or folding rear windscreen assemblies under this section.

- Loss or damage caused deliberately by **you** or by any person who is in charge of the **insured vehicle** with **your** permission.

Section E - Foreign Use of the Insured Vehicle

Legal minimum insurance

While the **insured vehicle** is in:

- any country which is a member of the European Union (EU); or
- 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,

this policy provides the minimum level of cover in respect of liability which is legally insurable in the country concerned. This legal minimum insurance does not include cover for loss of or damage to the **insured vehicle**.

Full policy cover

In addition to the legal minimum cover shown above, this policy can be extended to provide the cover shown in **your policy schedule** to any member country of the EU and also Andorra, the Channel Islands, Gibraltar, Iceland, Liechtenstein, Monaco, Norway, San Marino and Switzerland provided that:

- the use of the **insured vehicle** abroad is limited to no more than 30 days in total in any one annual **period of insurance**; and
- **you** or any permitted driver are normally resident within the **geographical limits** of this policy; and
- **your** visit abroad is for social, domestic or pleasure purposes.

If **you** wish to extend the full policy cover shown on **your policy schedule** to the countries listed above **you** must contact **your insurance intermediary** in advance of **your** intended trip abroad and obtain **our** agreement to provide cover.

Any agreement by **us** to extend full policy cover beyond the limits above may be subject to an additional premium. Additional policy restrictions may also apply.

A Green Card is not required for the countries listed above.

If the policy is extended to provide the cover shown on **your policy schedule** whilst abroad:

- insurance is automatically provided on the **insured vehicle** while it is being transported (including loading and unloading) between ports in countries where **you** have cover, provided the **insured vehicle** is being transported by rail or a recognised sea route of not more than 65 hours duration; and

- **we** will pay the cost of delivery of the **insured vehicle** to **you** after repairs in the country in which damage was sustained, or to **your** home address, whichever is the lower amount, if the damage cannot be repaired economically by the intended time of **your** return to the United Kingdom or if the vehicle is stolen and recovered after **your** return to the United Kingdom; and

- **we** will pay the amount of foreign customs duty for which **you** are liable as a direct result of loss or damage to the **insured vehicle** preventing its return to the United Kingdom.

The exceptions applying to sections A, B & C of this insurance also apply to this section.

Section E - Foreign Use of the Insured Vehicle (continued)

Guidance Notes - Going Abroad

The policy does not automatically provide full cover abroad so, before travelling, please contact **your insurance intermediary** to arrange cover. The extended full insurance will then cover **you** in the countries for which **we** have agreed to provide cover and when **your** vehicle is travelling by rail or sea between those countries.

Unless **you** notify **your insurance intermediary** in advance of a trip abroad, the cover will be limited to the minimum cover **you** need under the law of the relevant country (EU minimum insurance). This minimum insurance will not provide any cover for damage to **your** vehicle.

Take **your Certificate of Motor Insurance** as evidence of insurance when **you** travel abroad.

If **your** vehicle suffers any loss or damage that is covered by this insurance and the vehicle is in a country where **you** have full policy cover, **we** will refund any customs duty **you** pay to temporarily import **your** vehicle.

We will only consider extending this insurance to countries which are covered by the International Green Card system.

If **you** are involved in any accident or incident whilst abroad please call the 24 hour Claims Helpline using the international dialling code for the UK: Telephone 0044 (0)1246 225001

Section F - Public Liability

What is covered

In addition to the cover provided by Section C of this policy in respect of the liabilities arising from the use of the **insured vehicle we** will also cover **your** legal liability to any public authority, company, firm or person (a 'principal') assumed by **you** or **your** driver under a contract or agreement but only as far as concerns the liability of the principal for any negligent act or omission of **you** or **your** driver. Cover only applies whilst **you** or **your** driver are engaged in the work which is the subject of the contract entered into between the contracting parties.

The most **we** will pay under this section for any one claim or series of claims arising out of any one event is £10,000,000 inclusive of costs and expenses.

For cover to apply under this section the accident or loss must be caused by **you** or one of the persons permitted to drive the **insured vehicle** as shown on the **Certificate of Motor Insurance** (**your** 'authorised drivers').

Cover applies regardless of whether **your** authorised driver is employed by **you** or is contracted to **you** and working for **you** on a self-employed basis.

Payment can only be made under this section if **you** have reached prior agreement with the principal that the conduct and control of all claims arising under this section of the policy will rest with Insenture Underwriting Services Limited.

What is not covered

This section of **your** insurance does not cover the following:

- any legal liability arising from the ownership or occupation of any premises by **you** or **your** authorised driver; or
- death of or bodily injury to any person if such death or injury arises of or in the course of his/her employment; or
- any incident where **your** legal liability is insured by a policy either in **your** name or that of **your** authorised driver covering the same liability, loss or damage; or
- claims arising from wrongful arrest; or
- claims resulting from criminal and/or alleged criminal acts by **you** or **your** driver; or
- punitive or exemplary damages whether as fines, penalties, multiplication of compensatory awards or damages in any other form whatsoever.

Section G - No Claim Discount

If you do make a claim during the **period of insurance** your no claim discount will be reduced at the next renewal date in accordance with the scale shown below. The following will not affect your no claims discount:

- Payments made under Section D - Glass damage.
- If we only have to pay for an emergency treatment fee.
- If we make a full recovery of all payments made by us in connection with a claim made against the policy.

If you make a claim or if a claim is made against you for an event which you may not consider to be your fault and we have to make a payment this will affect your No Claim Discount unless we can recover our outlay in full from the responsible party.

If you decide to cancel your policy and premiums remain outstanding we will not be able to issue proof of No Claim Discount until the outstanding premiums are paid.

You cannot transfer your No Claim Discount to somebody else.

Guidance Notes – No Claim Discount

There may on occasions be incidents (possibly involving a cyclist or pedestrian) where, although you are not claiming for damage to your vehicle, there is a potential for a claim against your policy by the **third party**.

In these circumstances we may disallow your No Claim Discount for up to twelve months until we are confident that a **third party** claim is unlikely to materialise.

Current Years NCD	NCD years at renewal if no fault claims made	NCD years at renewal if one fault claim made	NCD years at renewal if two fault claims made	NCD years at renewal if more than two fault claims made
0	1	0	0	0
1	2	0	0	0
2	3	0	0	0
3	4	1	0	0
4	5	2	0	0
5	6	3	1	0
6	7	3	1	0
7	8	3	1	0
8	9	3	1	0
9+	9+	3	1	0

Section H - Protected No Claims Discount

This section only applies if shown on your policy schedule

You must have proved that **you** have an entitlement to at least five years' No Claim Discount.

You will not lose any of **your** No Claim Discount as long as **you** make no more than two claims in any five year **period of insurance**. If three or more claims are made in any five year **period of insurance we** will reduce the discount **you** receive in accordance with **our** No Claim Discount scale applicable at the time **your** policy is due for renewal.

Our agreement to protect **your** No Claim Discount does not mean that the premium cannot be increased at renewal of **your** policy to reflect an adverse claims record or driving history.

General Exceptions

These General Exceptions apply to the whole of the insurance policy.

What is not covered

1. Excluded uses and excluded drivers

We will not cover any liability, loss or damage arising while any vehicle covered by this insurance is being:

1.1 used for a purpose which is not permitted or is excluded by the **Certificate of Motor Insurance**; or

1.2 used on the Nurburgring Nordschleife or deregulated/derestricted toll roads or any race track, racing circuit or prepared course unless **you** have told **us** about this and **we** have agreed to provide cover; or

1.3 driven by, is in the charge of or was last in the charge of anyone not permitted to drive by **your Certificate of Motor Insurance** or temporary cover note or who is excluded by **endorsement**; or

1.4 driven by, is in the charge of or was last in the charge of anyone including **you** who is disqualified from driving or has never held a licence to drive a vehicle or is prevented by law from having a licence; or

1.5 driven by any person who holds or last held a provisional driving licence unless that person is accompanied by a full licence holder aged 21 years or over and the accompanying full licence holder has held a full driving licence for at least 3 years; or

1.6 driven by, is in the charge of or was last in the charge of any person who does not meet the terms or conditions of his/her driving licence; or

1.7 driven by **you** or any person insured to drive, should it be proved to **our** satisfaction that the driver was under the influence of alcohol or drugs at the time of such loss or damage occurring.

A conviction under the relevant law (including a conviction for failing to supply a specimen of breath, blood or urine) shall be deemed to be conclusive evidence that the driver at the time of the loss or damage was under the influence of alcohol or drugs. In addition, **you** or any insured driver must repay all the amounts **we** have paid arising from the incident including any claimants' damages and costs.

1.8 driven by any person who fails to take medication as prescribed or carry out prescribed treatment or report for a medical examination recommended by a doctor where this inaction contributes to an accident.

1.9 used for Private Hire where the customer pick up point falls outside of the area in which **you** are licenced to operate unless this pick up forms the return portion of an overall journey.

General Exception 1 will not apply:

- if the **insured vehicle** has been stolen or taken away without **your** permission; or
- if the **insured vehicle** is temporarily in custody of a motor trader for repair or servicing; or

2. Overseas use

We will not make any payments for any liability, loss or damage that occurs outside of the **geographical limits** of this policy unless extended under the terms of Section E - Foreign Use (apart from the minimum cover required by law).

3. Legal proceedings

This insurance does not provide any cover for liability, costs or expenses in respect of any proceedings brought against **you** or judgement passed in any court outside of the **geographical limits**, unless the proceedings or judgement arise out of the **insured vehicle** being used in a foreign country which **we** have agreed to extend this insurance to cover and the proceedings are brought and judgement is made in such country.

General Exceptions (continued)

4. Contractual liability

We will not cover any liability **you** have accepted under an agreement or contract unless **you** would have had that liability anyway.

5. Radioactivity

We will not cover any legal liability of whatsoever nature directly or indirectly caused by or contributed to or arising from:

- ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
- the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component.

6. War

We will not pay for any loss, damage or liability arising as a consequence of war invasion or act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

7. Earthquake, riot and civil commotion

We will not pay for death, bodily injury, loss, damage and/or liability arising during (unless **you** prove that it was not occasioned thereby) or in consequence of:

- earthquake; or
- riot or civil commotion occurring elsewhere other than in Great Britain, the Isle of Man or the Channel Islands.

8. Use on airfields

We will not cover any liability in respect of:

- any accident, loss or damage to any aircraft; or
- death or bodily injury arising in connection with any accident, loss or damage to any aircraft; or

- any other loss indirectly caused by such accident, loss or damage to any aircraft incurred, caused or sustained while any vehicle covered by this insurance is in or on any airport or airfield.

9. Pollution

We will not pay for any liability, loss or damage resulting from pollution or contamination however caused, other than as required by the law of any country in which **we** have agreed to provide cover under this policy.

10. Terrorism

We will not pay for any liability loss or damage caused by acts of **terrorism** apart from the minimum level of cover **we** must provide by law.

11. Hazardous goods

We will not pay for any liability, loss or damage resulting from the carriage of any **hazardous goods** other than as required by the law of any country in which **we** have agreed to provide cover under this policy.

12. Unsafe loads

This insurance does not provide any cover for liability, loss or damage resulting from the **insured vehicle**:

- being driven with an unsafe or insecure load; or
- being driven with a number of passengers which exceeds the manufacturer's specified seating capacity or makes the **insured vehicle** unsafe to drive; or
- towing either a greater number of trailers than is permitted by law or a trailer which has an unsafe or insecure load.

13. Cyber attack

We will not cover loss or damage to the insured vehicle caused by malware, worms or computer viruses or the insured vehicle's systems, data or computer systems being controlled without your authority.

General Conditions

These General Conditions apply to the whole of the insurance policy.

1. Payment of Premium, Keeping to the Policy Terms & Avoiding Misrepresentation

We will only provide the cover described in this insurance policy if:

- **you** have paid or agreed to pay the premium for the current **period of insurance**, and

- **you** or any person claiming protection has kept to all of the terms and conditions of this policy (including those applied by **Endorsement**) as far as they can apply, and

- in entering into this contract **you** have taken all reasonable care in answering all questions in relation to this insurance honestly and to the best of **your** knowledge.

Your premium is based on information **you** supplied at the start of the insurance, subsequent alteration or renewal. **You** must tell **us** via **your insurance intermediary** immediately of any change to that information, some examples are any changes to the **insured vehicle** which improve its value, attractiveness to thieves, performance or handling, any change of car, change of occupation (including part-time), change of address (including where car is kept), change of drivers, if **you** or any drivers pass **your** driving test or sustain a motoring or non- motoring conviction or there is a change of main driver.

Under the Consumer Insurance (Disclosure and Representations) Act 2012 **your** failure to take reasonable care to avoid misrepresentation in relation to the information provided could result in **your** policy being cancelled or **your** claim being rejected or not fully paid.

If you or anyone acting on your behalf knowingly commit a fraudulent act or submit a fraudulent document or make a fraudulent statement or exaggerate any claim made under the policy, we will not pay the claim and cover under this and all other insurances currently in force with us with which you are connected will cease immediately. You will not be entitled to any refund of premium under any policy.

2. Looking after your car

You or any permitted drivers are required to maintain the **insured vehicle** in a roadworthy condition. **You** or any person in charge of the **insured vehicle** are required to take all reasonable care to safeguard it and its contents from loss or damage, for example the car should not be left unlocked when **unattended**. **We** shall at all times be allowed free access to examine the **insured vehicle**.

3. Having an MOT certificate

There must be a valid Department for Transport test certificate (MOT) in force for the **insured vehicle** if one is needed by law. In the absence of a valid Department for Transport test certificate (MOT) all cover under sections A and B of this insurance is cancelled and of no effect.

4. Licensing and Local Authority Regulations

You and any named driver, who is using the **insured vehicle** for profit, must at all times be in possession of a valid Private Hire Licence, comply with the local authority licencing regulations and the **insured vehicle** must display a valid licence plate in accordance with such regulations. Failure to comply with these terms may result in all cover under this policy being cancelled and of no effect except for cover as strictly required by the Road Traffic Acts.

General Conditions (continued)

5. Accidents or losses

a) Notification

In the event of an accident or incident likely to give rise to a claim which is covered under the policy, **you** must as soon as possible telephone the 24 hour Claims Helpline (this must be within 24 hours of the incident occurring).

You must immediately notify all incidents (irrespective of your intention to claim under this policy) to the 24 Hour Claims Helpline on 0344 873 8183 and in any case within 24 hours of the discovery of any incident or accident.

Please also refer to Page 4 of this policy booklet 'What to do in the Event of an Accident' for further guidance.

If the loss or damage is covered under the policy, the Claims Helpline operator will make arrangements to remove the **insured vehicle** to the nearest **approved repairer**, competent repairer or place of safety, and safeguard the **insured vehicle** and its contents.

We will not pay for further damage to the **insured vehicle** if **you** drive it or attempt to drive it in a damaged condition.

If your claim is due to theft, attempted theft, malicious damage or vandalism, you must also notify the police and obtain a crime report number.

We have the right to remove the **insured vehicle** at any time to keep claims costs to a minimum. If the **insured vehicle** is damaged beyond economical repair **we** will arrange for it to be stored safely at premises of our choosing.

b) Additional requirements for making a claim

Wherever possible **you** must:

- notify **us** of the accident or incident in person; and

- use **our approved repairer** to undertake repair work; and

- supply full details of the accident or incident and include the names and addresses of all third parties, passengers and witnesses.

If **we** ask to examine driving licences and vehicle documentation before agreeing to settle a claim under this policy **you** must supply this documentation before **we** can proceed with the settlement.

6. Claims procedures

No admission of liability, payment or promise of payment shall be made or given by **you** or any person on **your** behalf. No proceedings may be commenced against, or settlement accepted from, any other party without **our** written consent.

Any indication of a claim against **you** must be notified to **us** as soon as possible. Any writ, or notification of civil or criminal proceedings should be sent to **us** by recorded delivery immediately

We shall be entitled to take over and conduct the defence or settlement of any claim or prosecute any claim in the name of any person covered by this insurance and will have full discretion in the conduct of such proceedings.

You must give **us** whatever co-operation, information and assistance **we** require in dealing with any claim under this policy.

If there is any other insurance in force which covers the same loss, damage or liability as this insurance, **we** will only pay **our** proportionate share of the claim.

7. Cancellation

Cancelling the policy within the reflection period

This insurance provides **you** with a reflection period to decide whether **you** wish to continue with the full policy. The reflection period is for 14

General Conditions (continued)

days from the date cover commences or the date **you** receive **your** policy documentation whichever is the later.

If a period of less than 14 days has elapsed since **you** received **your** policy documentation, and **you** have not made a total loss claim, **you** have the right to cancel the policy and receive a refund of premium:

- If at the date of cancellation your policy has not yet commenced you will receive a full refund of premium from us less a charge of £50 to cover our administration costs; or

- If your policy has already commenced, we will refund the premium relating to the remaining **period of insurance** calculated on a proportionate basis dependent on the number of days left to run under the policy less a charge of £50 to cover our administration costs.

N.B. Any return premium following cancellation will be processed upon receipt of the Theo telematics device in working order.

Cancelling the policy after the reflection period

Cancellation by us

We can cancel this policy at any time if there are serious grounds to do so, including but not limited to the following examples:

- where **your insurance intermediary** has been unable to collect a premium payment (payment terms including the procedures in the event of non-payment of the premium will have been agreed between **you** and **your insurance intermediary** when **you** took out this policy); or

- **you** have failed to take reasonable care in providing information in relation to this insurance as required by General Condition 1 of this policy; or

- **you** have failed to supply requested validation documentation (evidence of No Claim Discount, copy driving licence, utility bill etc.); or

- **you** have failed to co-operate or provide information and assistance in relation to any claim under this policy or with regards to the administration or operation of this policy; or

- where **you** fail to maintain the **insured vehicle** in a roadworthy condition or **you** fail to look after it in accordance with General Conditions 2 and 3 of this policy; or

- where **we** have grounds to suspect fraud or misrepresentation; or

- where **you** use threatening or abusive behaviour towards a member of **our** staff or a member of staff of **your insurance intermediary** or **our** supplier, or

- where **you** or any named driver are using the **insured vehicle** for profit and are not in possession of a valid Private Hire Licence or are not complying with the local authority licencing regulations or the **insured vehicle** is not displaying a valid licence plate in accordance with such regulations; or

- where **you** have failed to install the **Theo telematics device** to **your** vehicle **within 7 days of inception of the policy**; or

- where **you** continue to drive the **insured vehicle** in the knowledge that the **Theo telematics device** is not functioning properly.

We will do this by giving **you** 7 days notice in writing to **your** last address notified to us. **Your** last notified address may include an email address nominated by **you** to accept correspondence.

General Conditions (continued)

We will refund the premium on a pro rata basis. An administration charge of £50 will apply. A refund of premium is only available as long as:

- the **insured vehicle** has not been the subject of a total loss claim (i.e. written-off or stolen and not recovered); and
- cancellation is not due to any fraudulent act by **you** or anyone acting on **your** behalf.

We also reserve the right to retain all premium paid for the current **period of insurance** in the event that a fault claim has been made against the policy during this period.

Non-payment of premium

In the event that there has been a loss or incident likely to give rise to a claim during the current **period of insurance** and premium amounts are outstanding **we** may at our discretion reduce any claims payment by the amount of outstanding or overdue premiums that **you** owe us.

Cancellation by you

You or **your insurance intermediary** can cancel this policy either from the date **we** are notified in writing or a later date as requested by **you**. Providing there have been no claims in the current **period of insurance we** will refund the premium based on **our** cancellation scale shown below, less **our** administration charge of £50.

Guidance Notes - Policy Cancellation

Please note that any refund from **us** whether during or after the reflection period may be subject to a further cancellation charge levied by **your insurance intermediary**. Any charges levied by **your insurance intermediary** will be in accordance with the terms and conditions agreed between **you** and them at the time **you** arranged this insurance.

Up to 14 Days	14 days to Month 1	Up to 2 Months	Up to 3 Months	Up to 4 Months	Up to 5 Months	Up to 6 Months	Up to 7 Months	Up to 8 Months	Up to 9 Months	Over 9 Months
Pro-Rata	85%	75%	65%	55%	45%	35%	25%	15%	5%	Nil

General Conditions (continued)

9. Total Losses and stolen vehicles

If as a result of a claim the **insured vehicle** is determined to be a total loss or **your** vehicle has been stolen and not recovered this policy will be cancelled without refund of premium unless **you** change **your** vehicle to another that would normally be acceptable to **us** or the stolen vehicle is recovered and not a total loss.

In the event of the policy being cancelled due to the **insured vehicle** being a total loss or stolen and not recovered, and there being no replacement vehicle to insure (or if there is a replacement vehicle to insure which is unacceptable to us), all outstanding or overdue premiums, including any administration charge due, must be paid immediately. **We** may at **our** discretion reduce the claims payment by the amount of outstanding or overdue premiums that **you** owe us.

10. Right of recovery

If under the laws of any country in which this insurance applies, **we** have to make payments which but for those laws would not be covered by this policy, **you** must repay the amounts to us.

You or the person who caused the accident must also repay **us** any money **we** have to pay because of any agreement **we** have with the Motor Insurers' Bureau.

Any payment **we** have to make because **we** are required to do so by compulsory insurance law or an agreement with the Motor Insurers' Bureau will prejudice **your** No Claim Discount and will also mean that there will be no entitlement to a return of premium if the policy is cancelled or declared void.

Our Service Commitment

What to do if you have a complaint

We are dedicated to delivering a first class level of service to all policyholders. However, **we** accept that things can occasionally go wrong and would encourage **you** to tell **us** about any concerns **you** have so that **we** can take steps to make sure the service **you** receive meets **your** expectations in the future.

Our customer service team is here to help at complaints@insentureunderwriting.com or [03301245773](tel:03301245773) who will do all they can to swiftly resolve the issue. **You** can request a copy of **our** complaints procedure free of charge at any time.

You can also write to **us** at:

Insenture Underwriting Services Limited
First Floor
94 - 102 High Street
Hampton Hill
TW12 1NY

When contacting us please provide:

- A policy number and/or claim number.
- An outline of your complaint.
- A contact telephone number.

We will make every effort to resolve **your** complaint by the end of the third working day after receipt. If **we** cannot resolve **your** complaint within this timeframe **we** will acknowledge **your** complaint within five working days of receipt and do **our** best to resolve the problem within four weeks by sending **you** a final response letter. If **we** are unable to do so, **we** will write to advise **you** of progress and will endeavour to resolve **your** complaint in full within the following four weeks.

If **we** are still unable to provide **you** with a final response at this stage, **we** will write to **you** explaining why and advise when **you** can expect a final response. At this point **you** may refer **your** complaint to The Financial Ombudsman Service at the following address:

The Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR
Email: complaint.info@financial-ombudsman.org.uk

What you should know

You may go directly to the Financial Ombudsman Service when **you** first make **your** complaint, but the Ombudsman will only review **your** complaint at this stage with **our** consent. However, **we** are still required to follow the procedure stated above.

If **you** have received a final response but are dissatisfied, **you** have the right of referral to the Financial Ombudsman Service within six months of the date of **your** final response letter. **You** may only refer to the Ombudsman beyond this time limit if **we** have provided **our** consent.

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

Our Service Commitment (continued)

Customer feedback

If **you** have any suggestions or comments about **our** cover or the service **we** have provided please email: Info@insentureunderwriting.com

We always welcome feedback to enable **us** to improve **our** products and services.

Telephone Recording

For **our** joint protection telephone calls may be recorded and monitored by us.

Financial Services Compensation Scheme

Insenture Underwriting Services Limited is a member of the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from this scheme if **we** cannot meet **our** liabilities under this policy.

Further information about the scheme is available on the FSCS website at: www.fscs.org.uk or by writing to:

FSCS
PO Box 300
Mitcheldean GL17 1DY

Your insurance intermediary

In the event that **we** are unable to continue to trade with **your insurance intermediary** because they have ceased to trade through bankruptcy or liquidation or in the event that their relevant FCA authorisation is revoked **we** reserve the right to pass **your** policy and all details on to another intermediary. If **you** do not wish this to happen then please put **your** request in writing to us.

How we use your information

Introduction

We believe in keeping **your** information safe and secure. Full details of what data **we** collect can be requested from **our** Data Protection Officer (contact details below). This section provides **you** with some basic information and explains:

- What **we** do with **your** information.
- How **we** may check the information **you** have provided to **us** against other sources such as databases.
- Who **we** share **your** information with, and
- How **we** may use **your** information.

We are governed by the Data Protection legislation applicable in the United Kingdom.

How we may collect your information

We may collect details about **you** from:

- Information **you** give to brokers.
- Information **you** give **us** in online forms and other forms.
- Other sources such as Google Earth and social media.
- Third parties and other sources.
- Telematics systems.

What information we may collect about you

We collect details including details about **your** health, personal circumstances, claims history, credit history, motoring history and other relevant details. **We** may collect information on **you** from databases such as the electoral roll and county court judgment records.

How we may share your information

In order to provide **our** services to **you**, **we** may share **your** information with insurance companies, solicitors, regulators, business partners and suppliers. **We** may also have a legal obligation to provide **your** information, in certain circumstances, with regulators, police and other public bodies.

Information **you** supply may be used for the purposes of insurance administration by **us** and third parties. These third parties may share **your** information with their own agents.

How we may use your information

We may use **your** information for a number of purposes. These include:

- Providing **you** with **our** services.
- Dealing with **your** claim.
- Carrying out checks such as fraud checks and credit checks.
- Providing **you** with information about **our** products and services.

We give details about some of these processes below.

Driving Licence checks

We may also provide **your** (or any named **third party**) driving licence number (DLN) and other details to the DVLA to confirm licence status, entitlement and relevant restriction information and endorsement/conviction data.

Searches may be carried out prior to **your** policy commencing and at any point during **your** insurance policy including any mid-term adjustment and renewal stage. For details relating to information held about **you** by the DVLA please visit: www.dvla.gov.uk

The DVLA may also be used to search **your** (or any named **third party's**) no claims discount (NCD) details against a no claims discount database to obtain information in relation to **your** NCD entitlement.

We may pass details of **your** no claims discount to certain organisations to be recorded on a NCD database.

How we use your information (continued)

Providing you with details on our Products and Services

Where **you** have given **us your** consent to do so, **we** will send **you** information about products and services of ours and other companies in **our** Group which may be of interest to **you**. **We** may contact **you** by telephone, letter or email (as **you** have indicated).

You have a right at any time to stop **us** from contacting **you** for marketing purposes or giving **your** information to other members of the Group.

If **you** no longer wish to be contacted for marketing purposes then please contact **our** Data Protection Officer (contact details below).

Motor Insurance Database

Your policy details will be added to the Motor Insurance Database (MID), run by the Motor Insurers' Bureau (MIB). MID and the data stored on it, including **your** personal details, may be looked at and used by certain statutory and/or authorised bodies including the Police, the DVLA, the Insurance Fraud Bureau and other bodies permitted by law.

If **you** are involved in an accident (in the UK or abroad), insurers and/or the MIB may search the MID to obtain relevant information.

Persons pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID.

It is vital that the MID holds **your** correct registration number. If it is incorrectly shown on the MID **you** are at risk of having **your** vehicle seized by the Police. **You** can check that **your** correct registration details are shown on the MID at: www.askmid.com

Fraud Prevention and Detection

We carry out fraud checks on **our** customers. **We** do this in order to prevent fraud and also to help **us** make decisions about the provision, pricing and administration of insurance.

When carrying out these checks, **we** will search against fraud detection databases.

We may pass details about **you** to some of these databases.

Law enforcement agencies, financial service providers, fraud prevention agencies, police and other organisations may also access these databases.

Claims History

We may process data relating to **your** claims history for the purposes of assessing any claim **you** may make.

The aim is to help **us** to check information provided and also to prevent fraudulent claims. When **you** tell **us** about an incident **we** will pass information relating to it to these databases. **We** may search these databases when **you** apply for insurance, in the event of any incident or claim, or at time of renewal.

Credit Searches and Accounting

In assessing an application for insurance or policy renewal, **we** may search files made available to **us** by credit reference agencies. They keep a record of that search.

Credit reference agencies share information with other organisations, enabling applications for financial products to be assessed or to assist the tracing of debtors, or to prevent fraud.

How we use your information (continued)

Transfers

Sometimes **your** information may be transferred outside the European Economic Area by us, by the organisations with whom **we** share **your** information or by the servants and agents of these organisations. If **we** do this **we** will ensure that anyone to whom **we** pass it provides an adequate level of protection.

Your Rights as a Data Subject

Under Data Protection Laws **you** have certain rights; these include for example, a right to understand what data **we** hold on **you** and a right to ask **us** to amend that data if it is incorrect. If **you** would like to exercise any of **your** rights please contact **our** Data Protection Officer (contact details below).

Data protection officer

If **you** have any questions about how **we** use **your** data, or to exercise any of **your** data rights please contact **our** Data Protection Officer at

Data Protection Officer
Insenture Underwriting Services Limited
First Floor
94 - 102 High Street
Hampton Hill
TW12 1NY

Numbers to Call

Had an accident?

We're here to get you back on the road.

The procedure outlined below must be followed for all accidents, regardless of who was responsible. Even if **you** do not intend to make a claim for the damage to **your** vehicle **you** must still report the accident.

Delay in notification may invalidate **your** right to claim.

Call [0344 873 8183](tel:03448738183)

Please call within 24 hours of the accident, but ideally within 1 hour.

Calling straight away provides **you** with benefits which may include the following (dependent on the level of policy cover **you** have):

- Windscreen repair/replacement.
- Free collection and re-delivery.
- Free car cleaning service.
- Repairers' work guaranteed for three years.

Does the accident involve a third party?

Pass **your** details along with **your** policy number to the **third party**. If **you** are calling from the roadside an advisor may ask to speak to the **third party**, or ask **you** to request them to make contact on [0344 873 8183](tel:03448738183) within 1 hour. The **third party** may be entitled to a number of services free of charge (dependent on blame).

INSENTURE UNDERWRITING

Insenture Underwriting Services Limited is registered in England and Wales (No. 11410947) and authorised and regulated by the Financial Conduct Authority (923592) with registered office at First Floor, 94 - 102 High Street, Hampton Hill TW12 1NY.

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