

Your Car Insurance Policy

Policy Booklet

➤ Please keep this document safe

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FAQs

Am I covered if I leave my car unlocked or the keys in the car?

We will not pay a claim if your car is:

- left unlocked;
- left with keys or key fobs in, on, or attached;
- left with the engine running;
- left with a window or roof open.

How much will you pay if my car is damaged?

If your car is damaged, we will pay the cost of repairing or replacing your vehicle up to its UK market value.

This is the current value of the vehicle at the time of the claim – and it may be different to the amount you paid or any amounts we spoke about when you insured your vehicle with us.

Am I covered if I drive other cars?

We will cover you for damage caused to third parties whilst you are driving cars that are not your own, provided you meet certain conditions (see Section A).

This cover does not include damage to the car you are driving and applies only to the policyholder and not to any named drivers on the policy.

Your certificate of insurance will show if you have this benefit.

Do you have a National Network of Repairers?

Yes, we have a UK-wide repair network who will deal with all aspects of your repair, they will arrange a time to collect your car, undertake the repairs and on completion deliver your car back to you.

How does my No Claim Discount work?

No Claim Discount (NCD)

If no claim is made against your policy, your renewal premium will be adjusted in accordance with our NCD scale applicable at the renewal date. However, if a claim is made against your policy, we may reduce your NCD.

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

No Claim Discount Protection

If you are eligible, this will be subject to payment of an additional premium. For information, including step back tables, please refer to your other documents.

What changes do I need to tell you about?

You must tell us if any of the following details change **before you need cover to start**:

- you change your car;
- you modify your car (please see general condition 8 for further details);
- you add another driver to your policy or amend the driving restriction;
- you change the use of your car (e.g. change from social domestic and pleasure to business use);
- you wish to increase your cover (e.g. change from third party only to comprehensive).

You must tell us **immediately** if any of the following details change:

- the address where you normally keep your car;
- if you, or anyone covered by this policy change jobs, including part time.
- if you, or anyone covered by this policy passes their UK driving test.

Any change during the period of insurance may result in an additional or return premium and will be subject to an administration fee. See general condition 4 for further details.

You must tell us about the following changes **before the next renewal date** (or at the time you are making any of the changes already mentioned) if you or anyone covered by this policy have:

- had insurance cancelled by an insurer.
This includes a policy declared null and void (as though it has never existed), a renewal declined by an insurer or a policy cancelled by an insurer due to, but not restricted to, non-payment, fraud or misrepresentation;
- had any accidents, thefts or losses (whether a claim was reported or not and regardless of blame);
- had any motoring convictions (including penalty points, fixed penalties, speed camera offences and disqualifications), pending prosecutions, outstanding police enquiries, criminal convictions or charges for a criminal offence;
- any physical or mental impairment that must be notified to the Driver and Vehicle Licensing Agency (DVLA) or the Driver and Vehicle Agency Northern Ireland (DVANI).

Failure to provide correct information or inform us of any changes could adversely affect your policy, including invalidating your policy or claims being rejected or not fully paid.

**Making a change to your policy?
Call: 0345 246 0448**

How does your uninsured driver promise work?

If you make a claim for an accident that is not your fault and the driver of the car that hits your car is not insured, you will not lose your No Claim Discount or have to pay any excess.

Conditions

We will need:

- the car registration number and the make and model of the car; and
- the driver's details, if possible.

It also helps us to confirm who is at fault if you can get the names and addresses of any independent witnesses, if available.

When you claim, you may have to pay your excess. Also, if when your renewal is due, investigations are still ongoing, you may lose your No Claim Discount temporarily. However, once we confirm that the accident was the fault of the uninsured driver, we will repay your excess, restore your No Claim Discount and refund any extra premium you have paid.

This promise is for comprehensive policyholders only.

Your policy wording

This policy booklet gives full details of your cover. You should read it along with your motor proposal confirmation, certificate of motor insurance and schedule. Please keep all your documents in a safe place.

Your policy is made up of:

- the motor proposal confirmation;
- this policy booklet from pages 6 to 25;
- the certificate of motor insurance;
- the schedule.

We promise to always be fair and reasonable and to act quickly whenever you need to make a claim under this policy. If you feel we have not met this promise, we will do everything possible to deal with your complaint quickly and fairly.

This policy is evidence of the contract between you and us, U K Insurance Limited, based on information you have given to us.

In return for receiving and accepting the premium, we will provide insurance under this policy for the sections shown in the schedule as applying for the accident, injury, loss or damage which has happened in the territorial limits during the period of insurance.

Under European law, you and we may choose which law will apply to this contract. English law will apply unless you and we agree otherwise. If you are resident in Jersey, Guernsey or the Isle of Man, the law of the island where you are resident applies to your policy and any dispute in relation to it will be within the jurisdiction of that island's relevant court.

You and we may choose which law will apply to this policy. Unless both parties agree otherwise English law will apply. We have supplied this policy and other information to you in English and we will continue to communicate with you in English.

We have not given you a personal recommendation as to whether this policy is suitable for your specific needs and just to let you know our consultants may receive a bonus if you purchase any cover with us.

Policy definitions

Wherever the following words or expressions appear in **your policy**, they have the meaning given here unless we say differently.

Accessories – parts or products specifically designed to be fitted to **your car**. We may treat some accessories as **modifications**, so please tell us about any alterations to **your car**.

Approved repairer – a repairer we have approved and authorised to repair **your car** following a claim under section B or section C of this **policy**.

Approved windscreen supplier – a repairer we have approved and authorised to repair or replace **your windscreen** as shown on **your schedule** and **certificate of motor insurance**.

Certificate of motor insurance – this document provides evidence that **you** have taken out the insurance **you** must have by law. It identifies who can drive **your car** and the purposes for which **your car** can be used.

Convertible – these are motor vehicles in which the roof is removable and/or can retract and are often referred to as cabriolets, roadsters and/or soft/hard tops.

Convictions – these include all motoring convictions, penalty points, fixed penalties, speed camera offences and disqualifications.

Excess – the amount **you** must pay towards any claim.

Keys – physical key, device or smart access provided with **your car** by the manufacturer that allows **you** to access and/or move **your car**.

Loss of any limb – severance at or above the wrist or ankle, or the total and irrecoverable loss of use of a hand, arm, foot or leg.

Market value – the cost of replacing **your car** with another of the same make and model and of a similar age and condition at the time of the accident or loss.

Misfuelling – the accidental filling of the fuel tank with inappropriate fuel for **your car**.

Modifications – any changes to **your car's** standard specification, including optional extras. These include, but are not restricted to, changes to the appearance and/or the performance of **your car** (including wheels, suspension, bodywork and engine) and include changes made to **your car** by the previous owner(s).

Motor proposal confirmation – the document recording the statements made and information **you** gave or which was given for **you** when **you** bought **your policy**.

Partner – **your** husband, wife or someone **you** are living with as if **you** are married to them.

Period of Insurance – as shown on the **certificate of motor insurance**, or **schedule**.

Policy – this **policy** booklet, **schedule**, **motor proposal confirmation** and **certificate of motor insurance**.

Road Traffic Act – any Acts, laws or regulations, which govern the driving or use of any motor vehicle in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

Schedule – the document that identifies the policyholder and sets out details of the cover **your policy** provides.

Terms – all terms, exceptions, conditions and limits which apply to **your policy**.

Track day – when **your car** is driven on a racing track, on an airfield or at an off-road event.

Trailer – any form of trailer that has been specially built to be towed by a motor car.

We, us, our – U K Insurance Limited.

You, your – the person named as the policyholder in the **schedule**. If section H is included on the **schedule**, this definition is extended under that section to include authorised drivers as shown in the **certificate of motor insurance** and any passengers.

Your car – the car described in the current **schedule**. In section B 'Damage to your car' and section C 'Fire and theft', the term 'car' also includes its **accessories** and spare parts, whether they are on or in the car, or in **your** locked private garage.

Section A - Liability to other people

1a Cover for you

We will cover you for your legal liability to other people arising from an accident which involves your car and:

- you kill or injure someone;
- you damage someone else's property.

This cover also applies to an accident involving a trailer or vehicle you are towing.

1b Driving other cars

If your certificate of motor insurance says so, this policy provides the same cover as above in 1a when you are driving any other motor car as long as you do not own it and it is not hired to you under a hire-purchase or leasing agreement. This cover only applies if:

- there is no other insurance in force which covers the same liability;
- you have the owner's permission to drive the car;
- the car is registered in and being driven in Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man or the Channel Islands; and
- you still have your car and it has not been damaged beyond cost-effective repair.

Note – There is no cover under clause 1b for damage, fire or theft to the car you are driving.

2 Cover for other people

We will also provide the cover under section 1a for:

- anyone insured by this policy to drive your car, as long as they have your permission;
- anyone you allow to use but not drive your car;
- anyone who is in or getting into or out of your car;
- the employer or business partner of anyone covered by this section while your car is being used for business purposes provided your certificate of motor insurance allows business use; or
- the legal personal representative of anyone covered under this section if that person dies.

3 Costs and expenses

a. Legal costs

If there is an accident covered by this policy, we have the option entirely at our discretion to pay the reasonable legal costs and/or expenses to defend or represent you or any driver covered by this policy:

- at a coroner's inquest or fatal accident inquiry; and/or
- in criminal proceedings arising out of the accident.

We must agree to all legal costs and/or expenses beforehand.

If we agree to pay such legal costs and/or expenses, we will advise you as to the extent of any assistance we will give.

b. Emergency medical treatment

We will pay for emergency treatment fees as set out in the Road Traffic Act. If we make a payment under this section only, it will not affect your no claim discount.

4 Payments made outside the terms of the policy

If we must make a payment because the laws of any country require us to do so, we may recover from you, or the person who is liable any payment that is not covered by this policy. This includes any amount that we would not otherwise be required to pay as a result of your failure to provide accurate information.

Exceptions to section A

What is not covered

We will not cover:

- loss of or damage to any car you drive or any trailer or vehicle you tow;
- anyone who has other insurance covering the same liability;
- death or injury to anyone while they are working with or for the driver of the car; except as set out in the **Road Traffic Act**;
- damage caused by any driver insured by this policy to any property they own or are responsible for;
- liability for more than £20,000,000 for any claim or series of claims for loss of or damage to property including any indirect loss or damage caused by one event (including all costs and expenses);
- liability caused by acts of terrorism as defined in the Terrorism Act 2000 (UK) and/or the Anti-Terrorism and Crime Act 2003 (Isle of Man) except as is strictly required under the **Road Traffic Act**;
- legal costs or expenses related to charges connected with speeding, driving under the influence of alcohol or drugs, or for parking offences.
- any injury, legal liability, loss or destruction of or damage to any property or any associated loss or expense that arises directly or indirectly as a result of;
 - a. grinding, cutting, welding or soldering operations and/or
 - b. use of blow lamps or torches on or in your car.

Section B - Damage to your car

What is covered

If your car is damaged, we have the option to:

- pay to repair the damage or repair the damage ourselves;
- replace what is lost or damaged, if this is more cost-effective than repairing it; or
- settle your claim by sending you a cheque or by bank transfer.

The most we will pay

We will not pay more than the market value of your car at the time of the loss (less any excess that may apply).

What is not covered

We will not cover:

- the draining, flushing and replenishing of the fuel from your car, in the event of misfuelling.
- the sum of all excesses shown on the schedule. These may include the 'own damage' excesses and 'young or inexperienced driver' excesses if these apply. An inexperienced driver is a person who has held a full driving licence for less than one year.

Section C - Fire and theft

What is covered

If **your car** is lost or damaged as a result of theft, attempted theft, fire, lightning or explosion, we have the option to:

- pay to repair the damage or repair the damage ourselves;
- replace what is lost or damaged if this is more cost-effective than repairing it; or
- settle **your claim** by sending you a cheque or by bank transfer

If **your car** keys are stolen we will pay the cost of replacing the:

- affected locks;
- lock transmitter and central locking interface;
- affected parts of the alarm and/or immobiliser, if it can be established to our reasonable satisfaction that the identity or garaging address of **your car** is known to any person who is in possession of **your keys**.

The most we will pay

We will not pay more than the **market value** of **your car** at the time of the loss (less any **excess** that may apply).

What is not covered

We will not cover:

- the **excess** shown in the **schedule**, unless **your car** is stolen from a private locked garage;
- loss or damage to **your car** as a result of someone acquiring it by fraud or trickery while pretending to be a buyer;
- loss or damage caused by theft or attempted theft if the keys and/or other devices which unlock **your car** and/or enables **your car** to be started and driven are left in or on **your car** which is unattended, or if **your car** has been left unattended and not properly locked (this includes any window, roof opening, removable roof panel or hood being left open or unlocked);
- loss or damage caused by theft or attempted theft if any security device fitted to **your car** by the manufacturer is not operational when **your car** is left unattended;
- loss or damage caused by theft or attempted theft to readily removable in-car electronic equipment unless it is in a glove compartment or a locked boot. In which case we will provide cover up to the amount shown in the **schedule**;
- loss or damage if any security or tracking device, which we insist is fitted to **your car**, has not been set or is not in full working order;
- loss or damage if the network subscription, for any tracking device which we insist is fitted to **your car**, is not current and operable; or
- loss or damage if the driver recognition device for any tracking device which we insist is fitted to **your car**, is left in or on **your car** whilst unattended.

Section D - Windscreen damage

What is covered

We will pay to:

- replace or repair broken glass in the windscreen, sunroof or windows of **your car**, and repair any scratching to the bodywork caused by the broken glass, as long as there has not been any other loss or damage to **your car**; or
- replace the roof and rear windscreen assembly together if **your car** is fitted with a folding roof and it is more cost-effective than replacing the glass alone.

Claims under this section will not affect **your** no claim discount.

The most we will pay

We will not pay more than the market value of **your car** at the time of the loss (less any excess that may apply).

What is not covered

We will not cover:

- the excess shown in the schedule; or
- any amount greater than the limit shown in the schedule if **you** do not use an approved windscreen supplier.

Exceptions which apply to sections B, C and D

What is not covered

We will not cover:

- loss or damage caused by wear and tear or loss of value;
- any part of a repair or replacement which improves **your car** beyond its condition before the loss or damage took place;
- any mechanical, electrical or computer failure, breakdown or breakage;
- damage to tyres caused by braking, punctures, cuts or bursts;
- damage caused by pressure waves from an aircraft or other flying object travelling at or beyond the speed of sound;
- deliberate damage caused to **your car** by anyone insured under this **policy**;
- loss of use or other indirect loss such as travel costs or loss of earnings;
- loss or damage to any **trailer** or vehicle, or their contents, while being towed by **your car**;
- loss or damage to **your car** if, at the time of the incident, it was being driven or used without **your** permission by someone in **your** family or someone who is living with **you** (this exception does not apply if the person driving is reported to the police for taking **your car** without **your** permission);
- any amount over that shown in the schedule for loss of or damage to permanently fitted in-car audio, television, phone, CB radio, games-console or electronic-navigation equipment (if the equipment is part of **your car** specification when first registered, we will provide unlimited cover);
- loss or damage to any speed assessment equipment detection device;
- loss or damage due to any government, public or local authority legally taking, keeping or destroying **your car**;
- any reduction to the **market value** of **your car** as a result of it being repaired.
- the valuation of **your** cherished plate is not included in any valuation of **your** claim. The cost of placing the cherished plate on retention where following a claim **your car** is beyond economical repair. The loss of use of the cherished plate where **you** have failed to place the plate on retention in good time where following a claim **your car** is beyond economical repair.

Conditions which apply to sections B, C and D

1 Hire-purchase, leasing and other agreements

If **your car** is currently on a hire purchase or financing agreement (except leasing) **we** will settle the claim by paying the legal owner. **We** will only pay **you** any remaining balance if ownership of **your car** is to be transferred to **you** at the end of the hire purchase or financing agreement.

If **your car** is on a leasing agreement, **we** will settle the claim by paying the legal owner.

2 Parts

We may decide to repair **your car** with parts which have not been made by **your car's** manufacturer but which are of a similar standard.

If any part or accessory is not available, the most **we** will pay for that part will be the cost shown in the manufacturer's last United Kingdom price list (plus reasonable fitting costs).

3 Removing and delivering your car

If **your car** cannot be driven as a result of loss or damage covered under this policy, **we** will pay the reasonable cost of taking it to the nearest suitable repairer. **We** will also pay the reasonable cost of delivering **your car** to **you** at the address shown in the schedule after it has been repaired.

We may put **your car** in safe storage, before it is repaired, sold or taken for scrap. **We** will pay the reasonable cost of storage.

Following an accident, **we** will help **you** and **your** passengers make arrangements to get home, to **your** original destination or take **you** to a safe place.

4 Repairs

When **our approved repairers** carry out the repairs, **you** do not need an estimate. Repairs carried out by **our approved repairers** are guaranteed for five years unless **you** sell **your car**.

Where **we** have agreed with **you** for reasonable and necessary repairs to be carried out at a repairer of **your** choice, **you** must give **us** full details of the incident and **we** must approve the detailed repair estimate before the work begins. Unless repairs are carried out by **our approved repairers** they are NOT guaranteed by **us** even though **we** may pay for those repairs directly.

5 Uneconomical repairs

If **your car** is uneconomical to repair (written off) and **we** agree to settle **your** claim on that basis, **you** still owe **us** the total yearly premium (whether **you** pay annually or by monthly instalments under a credit agreement) as **we** will have met **our** responsibilities to **you** under the policy.

Once **we** settle **your** claim, **your car** will become **our** property and **you** must send **us** the registration document. All cover will then end unless **we** agree differently. **We** will not refund any of **your** premium if **you** pay annually.

If **you** pay by instalments under a credit agreement **you** must pay to **us** (1) all instalment payments that have already fallen due under the credit agreement and remain unpaid, and (2) the total remaining balance under the credit agreement.

If **we** agree to pay **your** claim and **you** have not paid the amounts due to **us** under (1) and (2) above, **we** may reduce the amount that **we** pay in settlement of **your** claim by the amount that **you** owe **us**. Alternatively, **we** may write to **you** asking **you** for the full payment.

Section E - Personal accident

What is covered

We will pay **you** or **your** legal representatives if **you** or **your partner** are accidentally injured while travelling in or getting into or out of any car, and this injury alone results within three calendar months of the date of the accident, in:

- death;
- total irrecoverable loss of sight in one or both eyes; or
- loss of any limb.

We will pay the benefit shown in the schedule.

What is not covered

We will not cover:

- any injury or death resulting from suicide or attempted suicide;
- anyone who is convicted for driving while under the influence of drink or drugs at the time of the accident; or
- an injured person under this policy if we insure them against personal accident under any other car insurance policy.

The most we will pay in any period of insurance is one benefit shown in the schedule.

Section F - Other benefits

1 Medical expenses

We will pay medical expenses up to the amount shown in the **schedule** for each person injured if **your car** is in an accident, as long as there is no cover in force under another car insurance policy.

2 Personal belongings

We will pay for loss of, or damage to, clothing and personal belongings caused by fire, theft, attempted theft or accident, while they are in or on **your car**. The most we will pay for any one incident is the amount shown in the **schedule**. If you ask us to pay someone else, we will have no further responsibility to you once we have done so.

What is not covered

We will not cover loss of or damage to:

- money, credit or debit cards, stamps, tickets, vouchers, documents, securities (such as share and Premium Bond certificates), goods or samples carried in connection with any trade or business; or
- property insured under any other policy.

3 Hotel expenses

If **your car** cannot be driven after an accident or loss covered under section B of this policy, we will pay up to £150 for the driver (or £250 in total for all the people in the car) towards the cost of hotel expenses for an overnight stay if this is necessary.

4 New car cover

If **your car** is less than one year old and you are the first and only registered owner, we will replace it with one of the same make and model if it has:

- been stolen and not found; or
- suffered damage covered by the policy and the cost of repairing is more than 60% of the last United Kingdom list price, (including taxes).

We can only do this if a replacement car is available in the UK and anyone else who has an interest in **your car** agrees.

If a suitable replacement car is not available, or **your car** was not supplied as new in the UK, we will pay you the **market value** of **your car** at the time of the loss (less any excess that may apply). If we settle a claim under this clause, the lost or damaged car becomes our property and you must send us the registration document.

5 Child car seats

If you have a child car seat fitted to **your car** and **your car** is involved in an accident, damaged by fire or theft or stolen and not recovered, we will arrange a replacement, or cover you for the cost of replacing the child car seat with a new one of a similar standard, even if there is no apparent damage. You may be required to provide proof of purchase as part of the claim validation process.

Section G - Territorial limits and foreign use

1 Territorial limits

This policy provides the cover described in your schedule in Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man, the Channel Islands and during journeys between these places.

2 Using your car abroad

This policy also provides the minimum cover you need by law to use your car in:

- any country which is a member of the European Union; and
- Jersey, Guernsey, Isle of Man and any country listed below which the Commission of the European Community approves as meeting the requirements of Article 8 of EC Directive 2009/103/EC on Insurance of Civil Liabilities arising from using motor vehicles.

Countries included:

Andorra, Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Serbia, Slovakia, Slovenia, Spain, Sweden, and Switzerland.

3 Extending your policy cover abroad

For an extra premium, your policy can be extended for an agreed period to provide the same level of cover under section B, C & D as you have in the territorial limits, (providing you currently have this cover – please refer to your schedule). Your car will also be covered during journeys between those countries by a recognised carrier. However, you must call us to arrange cover.

Cover in these countries only applies if your permanent home is in the United Kingdom and your visit abroad is for less than 90 days in a period of insurance.

4 Customs duty

If you have to pay customs duty on your car in any of the countries covered in paragraph 2 because of repairs covered under your policy, we will pay these costs for you.

Section H - Uninsured Loss Recovery (optional extra)

This section only applies if it is shown on your schedule.

This cover can be used to claim your uninsured losses if you and your car are involved in a road traffic accident with a moving vehicle, as defined by the Road Traffic Act, where someone else is to blame.

We will pay the costs to help you claim your uninsured losses from the person who was to blame for the accident.

Examples of what uninsured losses you may claim for include:

- compensation for your death or physical bodily injury;
- accident repair costs if you do not have comprehensive cover;
- damage to any belongings in your car that you are legally responsible for; or
- any other financial losses incurred as a direct result of the accident.

Definitions

The following definitions apply to this section and are in addition to those shown on page 7 of the policy.

Appointed representative or Solicitor – The preferred law firm, solicitor, or other suitably qualified person appointed by us to represent you under this section of the policy.

Costs

- All reasonable, necessary and proportionate legal fees, expenses and disbursements charged by the appointed representative and agreed by us. Legal fees, expenses and disbursements will be assessed on the standard basis or in accordance with any fixed recoverable costs scheme, if applicable.
- The fees incurred by your opponent which you are ordered to pay by a court and any other fees we agree to in writing.

Court – Court, tribunal or other suitable authority.

Preferred law firm – The law firm we choose to provide legal services. These legal specialists are chosen as they have the expertise to deal with your claim and must comply with our agreed service standards.

Reasonable prospects of success – We and the appointed representative agree that there is a better than 50% chance that you will:

- obtain a successful judgment; and
- recover your losses or damages or obtain any other legal remedy we agree to, including an enforcement of judgment, making a successful appeal or defence of an appeal.

Terms of appointment – A separate contract which we will require the appointed representative to enter into with us if they are not a preferred law firm. This contract sets out the amounts we will pay the appointed representative under your policy and their responsibilities to report to us at various stages of the claim.

Territorial limits – Jersey, Guernsey, Isle of Man and any country which the Commission of the European Community approves as meeting the requirements of Article 8 of EC Directive 2009/103/EC on Insurance of Civil Liabilities arising from using motor vehicles.

What is covered

This cover can be used to claim your uninsured losses if you and your car are involved in a road traffic accident with a moving vehicle, as defined by the Road Traffic Act, where someone else is to blame.

We will pay the costs to help you claim your uninsured losses from the person who was to blame for the accident. The most we will pay for all claims, including any appeal or counterclaim that arise from the same incident is £100,000 (including VAT).

Cover will be provided as long as:

- we and your appointed representative agree your claim has reasonable prospects of success for the duration of the claim.
- at the time of the incident, your car is being used by a person identified in, and for a purpose allowed by, your certificate of motor insurance;
- the incident happens within the territorial limits and during a period cover was in force; and
- any legal proceedings will be carried out within the territorial limits by a court.

Section H - Uninsured Loss Recovery continued

Exceptions which apply to Section H – Uninsured Loss Recovery

See also the general exceptions which apply to the whole policy.

We don't cover claims arising from or relating to:

- a) costs that relate to the period before we accept your claim;
- b) fines, penalties, compensation or damages which you are ordered to pay by a court;
- c) a dispute with us about this section of the policy other than as shown under 'How to complain' on page 26;
- d) loss or damage that is insured under another section of this policy or any other insurance policy;
- e) any appeal where we did not provide cover for the original claim; or
- f) incidents which begin before the cover started.
- g) psychological injuries or mental illness unless they result from an insured event that also causes physical bodily injury to you
- h) action against another person who is insured by this policy, where that person is to blame for the accident.

Conditions which apply to Section H – Uninsured Loss Recovery

See also the general conditions which apply to the whole policy. General conditions 2,3 and 4 on page 22 do not apply to Section H – Uninsured Loss Recovery

1 Observing the policy terms

You must comply with all of the terms and conditions of this policy, take all reasonable precautions to minimise the cost of claims and to prevent a claim from happening.

If our position is prejudiced as a result of you not observing any of the terms and conditions of this policy, we have the right to:

- refuse or withdraw from any claim;
- refuse to pay costs we have already agreed to meet; and
- claim back from you costs that we have paid.

2 Reporting your claim

- a) You must report full and factual details of your claim to us within a reasonable time of it happening.
- b) You must send us any information that we ask for that is reasonable and relevant to your claim (you must pay any charges involved in providing this information).

3 Choosing an appointed representative

- a) You have the right to choose an appointed representative to safeguard your interests from the time you have the right to make a claim under this policy. This includes the right to choose the solicitor to serve your interest in any inquiry or proceedings or if a conflict of interests arises.
- b) If you choose an appointed representative who is not a preferred law firm they must agree to act for you in line with our terms of appointment (you can ask us for a copy). Cover for their costs will only commence from the date they agree to our terms of appointment.
- c) The appointed representative will enter into a separate contract of appointment directly with you. You will be responsible for costs incurred by the appointed representative which are not authorised by us.

4 Co-operating with the appointed representative and us

- a) If we ask, you must tell the appointed representative to give us any documents, information or advice that they have or know about.
- b) You must fully co-operate with the appointed representative and us, and not take any action that has not been agreed by your appointed representative or by us.
- c) You must keep us and the appointed representative continually and promptly informed of all developments relating to the claim and provide us and the appointed representative immediately with all information, evidence and documents that you have or know about.
- d) You must get our permission before instructing a barrister or an expert witness.
- e) We can contact the appointed representative at any time, and he or she must co-operate fully with us at all times.

5 Barrister's opinion

If there are conflicting opinions over **reasonable prospects of success** you will be required to obtain an opinion from a barrister; the choice of the barrister needs to be agreed between you and us. You will be responsible for paying for the opinion unless it shows that your claim has **reasonable prospects of success**.

6 Settling or ending your claim

- a) You must tell us if anyone makes a payment into court or offers to settle your claim.
- b) You must not stop, settle, negotiate or withdraw from a claim or withdraw instructions from the **appointed representative** without our approval. We will not withhold our approval without good reason.
- c) If an **appointed representative** refuses to continue acting for you with good reason, or if you dismiss them without good reason, cover for your claim will end immediately unless we agree to appoint another **appointed representative**.
- d) We can decide to settle your claim by paying you the compensation you are likely to be awarded by a court instead of starting or continuing your claim or legal proceedings. If your claim is not for damages, we may decide to settle your claim by paying you the equivalent financial value of your claim.
- e) We can refuse to pay further costs if you do not accept a payment into court, or an offer to settle a claim, which we or your **appointed representative** considers should be accepted.
- f) We can refuse to pay further costs if we or the **appointed representative** consider that those costs would be disproportionate to the value of the claim.
- g) You must tell us if your claim no longer has **reasonable prospects of success**.
- h) We can refuse to pay further costs if your claim no longer has **reasonable prospects of success**.

7 Assessing and recovering costs

- a) We have the right to have costs certified by the appropriate professional body, audited by costs draftsmen we choose or assessed by a court.
- b) You must tell your **appointed representative** to claim back all costs that you are entitled to. If costs we have paid are recovered, you must refund them to us.
- c) We and you will share any costs that are recovered where:
 - i) We refused to pay further costs and you paid more costs to end your claim.
 - ii) You chose to pay the difference between the costs we offered to the **appointed representative** under our terms of appointment and the costs charged by the **appointed representative**.
We and you will each receive the same percentage of the recovered costs as originally paid.

8 Cancellation

You can cancel this section of your policy at any time by telling us either over the phone or in writing.

- If you cancel this section before cover is due to start, we will return any premium you have paid in full.
- If you cancel this section after it has started we will return any premium paid less a charge for the number of days for which cover has been given.

We will not refund any premium if you have made a claim or if one has been made against you during the period of cover.

Courtesy car following a claim

If **you** make a claim under section B or section C of **your policy** and **your car** is repaired by an **approved repairer**, they will give you a car whilst **your car** is being repaired, subject to availability. The courtesy car is intended to keep **you** mobile whilst the repairs are carried out and is not meant to be equivalent in terms of the size, type, value or status of **your car**.

Your policy will cover **you** to drive a courtesy car which an **approved repairer** has provided to **you** under section B or section C.

This cover will apply to everyone named on **your certificate of motor insurance** and is restricted to the limits on use and exclusions shown on the **certificate of motor insurance**. The courtesy car supplied to you cannot be used in any European country other than Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man and the Channel Islands.

The cover provided for a courtesy car is subject to the **terms, conditions and exceptions** described in **your policy and schedule**.

If the cover provided under this **policy** is third party, fire and theft, the cover provided for the courtesy car will be comprehensive and **you** will have to pay for the first £250 of any claim under section B for accidental damage, £75 under section D for windscreen replacement and £10 for windscreen repair.

General exceptions

General exceptions which apply to sections A to H

You are not covered for any of the following:

1 Who uses your car

We will not cover any injury, loss, damage or liability which takes place while **your car** is being:

- driven by any person not described as entitled to drive by the **certificate of motor insurance** or **schedule**;
- used for any purpose not allowed by the **certificate of motor insurance** or **schedule**;
- driven by someone who does not have a valid driving licence or is disqualified from holding or obtaining such a licence or is breaking the conditions of their driving licence.

This exception does not apply if **your car** is:

- with a member of the motor trade for maintenance or repair;
- stolen or taken away without **your** permission; or
- being parked by an employee of a hotel, restaurant or car-parking service.

2 Contracts

We will not cover any legal liability that arises as a result of **you** entering into any agreement or contract, unless **you** would have been liable even without such an agreement or contract.

3 Radioactivity

We will not cover any loss or damage to property or any direct or indirect loss, expense or liability caused or contributed to by:

- ionising radiation or radioactive contamination from any nuclear fuel or waste; or
- the radioactive, toxic, explosive or other dangerous properties of nuclear equipment or its nuclear parts.

4 War

We will not cover any injury, loss, damage or liability caused by war, invasion, revolution or a similar event except as is strictly required under the **Road Traffic Act**.

5 Riot

We will not cover any loss or damage caused by riot or civil commotion outside Great Britain, the Isle of Man or the Channel Islands. This exception does not apply to section A of this policy.

6 Use on airfields

We will not cover any injury, loss, damage or liability caused by using **your car** in any area where aircraft are normally found to be landing, taking off, moving or parked.

7 Pollution

We will not cover any injury, loss, damage or liability caused by pollution or contamination, unless the pollution or contamination is caused by a sudden, identifiable, unexpected and accidental incident which happens during the period of insurance.

8 Recovery of seized cars

We will not cover securing the release of a motor car, other than **your car**, which has been seized by, or on behalf of, any government or public authority.

9 Use on Nürburgring Nordschleife

We will not cover any injury, loss, damage or liability whilst **your car** is being used or driven on the Nürburgring Nordschleife.

General conditions

General conditions which apply to sections A to H

1 Providing accurate information

We will only provide the cover set out in the policy if you keep to all the terms and conditions of the policy.

It is important to ensure that all information given to us, including relating to all drivers under the policy, is correct to the best of your knowledge. Failure to provide correct information or inform us of any changes could adversely affect your policy, including invalidating your policy or claims being rejected or not fully paid.

The policy will also include Uninsured Loss Recovery, if you have purchased this.

2 Notification of accidents and losses

You must tell us as soon as reasonably possible about any incident which may lead to a claim under this policy. If you receive any notice of prosecution, inquest or fatal accident inquiry or you are sent a writ, summons, claim or letter, you must send it to us, unanswered, as soon as possible.

This condition does not apply to section H.

3 Claims procedure – Our rights and your obligations

- a) You must not admit liability for or negotiate to settle any claim without our written permission.
- b) We are entitled to:
 - take over and carry out the negotiation, defence or settlement of any claim in your name, or in the name of any other person covered by this policy;
 - take proceedings in your name, or in the name of any other person covered by, and in connection with, this policy for your, or our own benefit.
- c) You must give us any information and help we need.

This condition does not apply to section H.

4 Administration Fee

If you make any temporary or permanent changes to your policy during the year you may have to pay an administration fee as well as any additional premium.

An administration fee may apply even though an amendment results in a return of premium to you. Please refer to your schedule for details of the administration fee.

This condition does not apply to section H.

5a Cancellation by us

We have the right to cancel your policy at any time by giving you at least 7 days' notice in writing where there is a valid reason for doing so.

We will send our cancellation letter to the latest address we have for you.

Valid reasons may include but are not limited to:

- where you are required in accordance with the terms of this policy, to co-operate with us, or send us information or documentation and you fail to do so in a way that substantially affects our ability to process your claim, or deal with your policy;
- where there are changes to your circumstances which mean you no longer meet our criteria for providing motor insurance;
- where you have used threatening or abusive behaviour or language or you have intimidated or bullied our staff or suppliers;
- where we reasonably suspect fraud.

If we cancel your policy we will return the premium paid less the amount for the period the policy has been in force.

If you have made a claim or if one has been made against you and we cancel your policy, we will return the premium paid, less a charge for the number of days for which cover has been given.

If you are a resident of Northern Ireland, Isle of Man or the Channel Islands you must return the certificate of motor insurance to us.

If we cancel due to the non-payment of premium please see condition 11 'If you miss a payment'.

5b Cancellation by you

You can cancel this policy at any time by telling us either over the phone or in writing.

Cancelling the direct debit instruction does not mean you have cancelled the policy.

- If you cancel before your policy is due to start, we will return any premium you have paid in full.
- If you cancel within 14 days of the policy starting or within 14 days of receiving your documents (whichever occurs later) we will return any premium paid less a charge for the number of days for which cover has been given.

- If **you** cancel after those 14 days have passed, **we** will return any premium paid less:
 - charge for the number of days for which cover has been given; and
 - an administration fee as shown in **your** schedule.

We will not refund any premium if **you** have made a claim or if one has been made against **you** during the period of cover (regardless of whether **you** pay annually or by monthly instalments under a credit agreement).

If **you** pay by instalments under a credit agreement **you** must pay to **us** (1) all instalment payments that have already fallen due under the credit agreement and remain unpaid, and (2) the total remaining balance under the credit agreement.

If **we** agree to pay **your** claim and **you** have not paid the amounts due to **us** under (1) and (2) above, **we** may reduce the amount that **we** pay in settlement of **your** claim by the amount that **you** owe **us**. Alternatively, **we** may write to **you** asking **you** for the full payment.

If **you** are a resident of Northern Ireland, Isle of Man or the Channel Islands **you** must return the **certificate of motor insurance** to **us**.

5c Cancellation on renewal

- If **you** cancel before the new period of insurance (renewal) is due to start, **we** will return any premium paid in full.
- If the new period of insurance (renewal) has started and **you** cancel within 14 days of it starting or within 14 days of receiving **your** documents (whichever occurs later), **we** will return any premium paid less a charge for the number of days for which cover has been given.
- If **you** cancel after those 14 days have passed, **we** will return any premium less a charge for the number of days for which cover has been given and an administration fee as shown in **your** schedule.

We will not refund any premium if **you** have made a claim or if one has been made against **you** during the period of cover. If **you** have made a claim, or one has been made against **you**, the balance of the year's premium will become payable. If **you** are a resident of Northern Ireland, Isle of Man or the Channel Islands **you** must return the **certificate of motor insurance** to **us**.

5d Suspensions

You can suspend this **policy** at any time by telling **us** either over the phone or in writing. Please return the **certificate of motor insurance**.

- If **you** suspend cover **we** will retain any premium paid. If **you** are paying by instalments, **you** must continue paying instalments during the period of suspension.
- If cover is suspended for 28 days or more in a row or if the **policy** expiry date passes during the period of suspension, **you** will receive a pro rata refund for the suspension period.

If cover is suspended for 27 days or less in a row and reinstated before the **policy** expiry date **we** will not refund any premium.

We will not refund any premium if **you** have made a claim or if one has been made against **you** during the period of cover. If **you** have made a claim, or one has been made against **you**, the balance of the year's premium will become payable.

6 Taking care of your car

You and any person who is covered by this **policy** must:

- make sure **your** car is roadworthy;
- take all reasonable steps to protect **your** car and its contents from loss or damage;
- make sure any security device fitted to **your** car by the manufacturer is operational when **your** car is left unattended;
- make sure **you** keep property left in an open or convertible car in a locked boot or locked glove compartment; and
- allow **us** to examine **your** car at any reasonable time if **we** ask **you**.

General conditions continued

7 Car sharing

Your policy covers you for carrying passengers for social or similar purposes in return for payment. But it does not cover you if:

- your car is made or adapted to carry more than eight passengers (excluding the driver);
- you are carrying the passengers as customers of a passenger-carrying business; or
- you are making a profit from the passengers' payments.

If you are not sure whether a car-sharing arrangement is covered by the terms of this policy, please contact us.

8 Modifications to your car

You must tell us what modifications you intend to make and obtain our agreement prior to making them. Modifications are changes to your car's standard specification, including optional extras. These include, but are not restricted to, changes to the appearance and/or the performance of your car (including wheels, suspension, bodywork and engine).

Failure to provide correct information or inform us of any changes could adversely affect your policy, including invalidating your policy or claims being rejected or not fully paid.

9 Fraud

You must be honest in your dealings with us at all times.

We will not pay a claim that is in any way fraudulent, false or exaggerated.

If you, any person insured under this policy or anyone acting on your behalf attempts to deceive us or knowingly makes a fraudulent, false or exaggerated claim:

- your policy may be cancelled
- we may reject your claim and any subsequent claims
- we may keep any premium you have paid.

What happens if we discover fraud

We have the right to cancel any other products you hold with us and share information about your behaviour with other organisations to prevent further fraud.

We may also involve the relevant authorities who are empowered to bring criminal proceedings. If a fraudulent, false or exaggerated claim has been made under any other policy you hold with us, we may cancel this policy.

10 Other insurance

If you have other insurance which covers the same loss, damage or liability, we will not pay more than our share of your claim. This does not apply to personal accident benefit (see section E).

11 If you miss a payment

If we have been unable to collect the instalment payment(s) due under your credit agreement on the date(s) due, we will write to you in order to give you the opportunity to make the payment(s).

If any instalment amount remain(s) unpaid by the date we set out in our letter, we will give you 14 days' notice that we will cancel your policy, and inform you in writing when this cancellation has taken place.

If you have made a claim, or one has been made against you before the date that we cancel the policy you must pay to us (1) all instalment payments that have already fallen due under the credit agreement and remain unpaid, and (2) the total remaining balance under the credit agreement.

If we agree to pay your claim and you have not paid the amounts due to us under (1) and (2) above, we may reduce the amount that we pay in settlement of your claim by the amount that you owe us.

Alternatively, if you are in arrears at the time of the claim, we may refuse your claim.

12 If you owe us an additional premium

We may refuse your claim. If we agree to allow your claim, we may deduct any additional premium from any claim payment we make to you or we may proportionately reduce any payment we make to you.

13 People involved in this contract

This contract is between you and us. Nobody else has any rights they can enforce under this contract except those they have under the Road Traffic Act.

14 Automatic renewal

When **your policy** is due for renewal, we may offer to renew it for **you** automatically using the payment details **you** have already given, unless **we** or **you** have advised otherwise.

We will write to **you** at least 21 days before **your policy** ends and before taking any payment to confirm **your** renewal premium and **policy terms**. If **you** do not want to renew **your policy** **you** must call us before **your** renewal date to let us know.

It is not possible to offer automatic renewal in all circumstances, for example **we** may need to discuss **your** renewal invite with **you** or **your** payment method may change.

Your renewal invite will advise if **your policy** will be automatically renewed or if **you** need to call us. If **we** are unable to offer renewal **terms** we will write to **you** at **your** last known address to let **you** know.

15 Vehicle registration

To be covered by this **policy** **your car** must be registered in, or be in the process of being registered in, the UK, the Channel Islands or the Isle of Man.

Important information about your policy

How to make a claim

To notify us of a claim please telephone **0345 246 0441**.

How to make a complaint

We understand that things don't always go to plan and there may be times when you feel we've let you down. If this happens, we want you to tell us. We'll do our best to put things right as soon as possible or explain something we could have made clearer.

We'd like you to speak to us about your problem by calling this number **0345 246 0448**. If you'd prefer to write to us you can send the letter to

Customer Relations Manager
Churchill Court
Westmoreland Road
Bromley
BR1 1DP

Our staff are empowered to support you and will aim to resolve most issues within three working days, following receipt of your complaint.

If your complaint can't be resolved within three working days, we'll contact you to let you know who will be dealing with it and what the next steps are.

We will keep in regular contact with you. You'll also receive the following written communication from us depending on how long it takes us to resolve your complaint.

Communication Type	When will you get this?	What will it tell you?
Summary Resolution Communication	If we've been able to resolve your complaint to your satisfaction within 3 working days, following receipt of your complaint.	It will let you know your complaint has been resolved and tell you about the Financial Ombudsman Service (FOS).
Acknowledgement	If we've been unable to resolve your complaint to your satisfaction within 3 working days, following receipt of your complaint.	It will let you know our complaint handling process and information about the Financial Ombudsman Service.
Unable to reach resolution within 8 weeks	If we've been unable to resolve your complaint within 8 weeks.	It will let you know why we are not in a position to give you our final response and when we expect to be able to provide this. We'll also let you know about your right to contact the Financial Ombudsman Service.
Final Response	If we've been unable to resolve your complaint within 3 working days, we'll send you our Final Response when we've completed our investigations. We'll do our best to send this at the earliest opportunity.	This is a detailed response, which will outline: <ul style="list-style-type: none"> ■ our investigation ■ the decision ■ next steps, if applicable It will also provide information about the Financial Ombudsman Service.

Independent Review

If we don't complete our investigations within 8 weeks of receiving your complaint or you're unhappy with our response, you may ask the Financial Ombudsman Service (FOS) to look at your complaint. This is a free and independent service. If you decide to contact them, you should do so within 6 months of our response letter. Referring your case to the FOS will not affect your legal rights.

You can contact them by:

Email:

complaint.info@financial-ombudsman.org.uk

Phone:

UK: 0300 123 9123 or 0800 023 4567

Abroad: +44 20 7964 0500

Writing to:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Their website also has a great deal of useful information:

www.financial-ombudsman.org.uk

If you are a business and for any reason your complaint falls outside of the jurisdiction of the FOS then we will still respond to your complaint but if we cannot sort out the differences between us you will not be able to refer the matter to FOS. However, this will not affect your legal rights.

If your complaint relates to Section H – Uninsured Loss Recovery, you can refer your complaint to arbitration instead (where an independent person, known as an arbitrator, makes a decision to settle the dispute). The arbitrator will be a solicitor or barrister or other suitably qualified person that you and we agree on. If you and we cannot agree then we will ask the Chartered Institute of Arbitrators to decide. The arbitrator's decision will be final and whoever does not win will have to pay all costs and expenses.

European Online Dispute Resolution Platform

If you, an individual, purchased your policy online mainly for your own private use there is now an Online Dispute Resolution (ODR) platform created by the EU Commission, which can help with resolving disputes. You can enter any complaint, other than for trade, about your policy onto the ODR. This will forward your complaint to the correct Alternative Dispute Resolution scheme. For insurance complaints in the UK this is the Financial Ombudsman Service. Their contact details are above, if you prefer to contact them directly. For more information about ODR please visit <http://ec.europa.eu/odr>

Details about our regulator

U K Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under registration number 202810. The Financial Conduct Authority website, which includes a register of all regulated firms, can be visited at www.fca.org.uk, or the Financial Conduct Authority can be contacted on 0800 111 6768.

The Financial Services Compensation Scheme

General insurance claims are covered by the Financial Services Compensation Scheme. Full details of the cover available can be found at www.fscs.org.uk. U K Insurance Limited is a member of this scheme.

Motor Insurance Database

Information relating to your policy will be added to the Motor Insurance Database (MID) managed by the Motor Insurers' Bureau (MIB). The MID and the data stored on it may be used by certain statutory and/or authorised bodies including the police, the DVLA, the DVANI, the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including:

- Electronic Licensing (Tax Discs);
- Continuous Insurance Enforcement;

- law enforcement (prevention, detection, apprehension and/or prosecution of offenders); and
- the provision of government services and/or other services aimed at reducing the level and incidence of uninsured driving.

If you are involved in a road traffic accident (either in the UK, the EEA or certain other territories), insurers and/or the MIB may search the MID to obtain relevant information.

Persons (including his or her appointed representatives) 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. It is our responsibility to update your policy to the MID. We fully comply with the agreements in place with the MIB to update your details within seven days; however it is important that you check your policy documents ensuring that the registration number is recorded correctly. If it is incorrectly shown on the MID you are at risk of having your car seized by the police. You can check that your correct registration number is shown on the MID at **www.askMID.com**.

If the registration number is not shown correctly on your policy documents, or you cannot find your car on the MID, please contact us immediately.

Useful Numbers

Customer Claims Helpline **0345 246 0441**

24-hour Accident Recovery Helpline **0800 051 05 03**

Have you thought of Breakdown Assistance Cover?

To upgrade your Policy, please call **0800 051 50 55**.



Policy Number:

Customer Claims Helpline: **0345 246 0441**

24-hour Accident Recovery Helpline:
0800 051 05 03

Legal Assistance: **0345 246 0443**

In the event of an accident refer to your NatWest Emergency Guide for helpful tips to help you through.



We will also be happy to send you any of our brochures, letters or statements in Braille, large print or audio, upon request.

NatWest Car insurance is underwritten by U K Insurance Limited.
Registered office: The Wharf, Neville Street, Leeds LS1 4AZ.
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