

Car Insurance Swinton Essentials



swinton
insurance

Welcome to Swinton Insurance

Thank **you** for buying **your car** insurance through **Swinton Insurance**. **We're** really pleased that **you** came to **us** and **we're** confident **you'll** be happy with both the policy and the service **you** get from **Swinton Insurance**.

You really need to read this document to make sure **you** have bought the right car insurance product for **you**.

If the policy does not provide **you** with the insurance cover **you** want, please contact **Swinton Insurance** straight away.

This document is laid out so that **you** can easily find what **you** need, when **you** need it.

Before **you** do anything else, please spend a few minutes checking the following documents carefully:

- **your policy wording**
- **your schedule**
- **your statement of fact**
- **your certificate of insurance**

These documents, any **endorsements**, and any notice of changes issued at renewal form the contract between **you** and the **insurers**.

Check all the information **you** have provided is correct in **your statement of fact**. If any information is incorrect, please tell **Swinton Insurance** as soon as possible as this could affect **your** insurance cover.

If **you're** not sure whether **you** need to tell **Swinton Insurance** about something, just ask.

Thanks again for choosing **Swinton Insurance**.

The Swinton Team

You, your vehicle and what's covered

If **your car** has been in an incident, whether it can be repaired or is a **total loss**, **we** will insure **you** against the loss of or damage to **your car** caused by:

COMPREHENSIVE COVER		
		
Accident or malicious damage	Fire	Theft or attempted theft

BENEFITS YOU RECEIVE		
		
Personal belongings	Courtesy car	Recovery costs to the nearest approved repairer, or storage in a safe place
		
Audio & Sat Nav equipment repair or replacement		Transport for you and your passengers to get you home

OPTIONAL EXTRAS		
		
Drivers Legal Protection	Breakdown	Protected No-Claim Bonus – only available if you have 4 or more years No-Claim Bonus

If you ever need us, we're only a phone call away.

Whether **you** need to make a claim, or simply chat through **your** policy, these are the numbers **you** need. Just make sure **you've** got **your** details handy, before **you** call.

Customer Service	<p>Managing your policy your way</p> <p>You can make changes to your policy online 24/7</p> <ul style="list-style-type: none"> • It's easy to register for My Account • Register using your Policy Number, D.O.B. and Postcode • You can view and print policy documents whenever needed • Make policy changes safely and securely • Visit www.swinton.co.uk/myaccount <p>Alternatively, you can visit our 'Contact Us' page at www.swinton.co.uk/contact-us for details and phone numbers to make a payment, make a claim, cancel your policy or make a complaint. You can also request copies of your policy documentation in braille, large print or audio format.</p>	
Accident and Claims Helpline	<p>0333 035 9003</p> <p>Open 24 hours a day, 7 days a week</p>	<p>If you or anyone insured under your policy needs to make a claim under Sections 1 to 3, 5 to 8 and 10 of your policy, it's open 24 hours a day.</p>
Windscreen Claims Helpline	<p>0333 035 9003</p> <p>Open 24 hours a day, 7 days a week</p>	<p>If you need to make a claim, (Section 4 of this policy), please telephone this number it's open 24 hours a day.</p>
Breakdown Helpline	<p>0333 035 9008</p> <p>Open 24 hours a day, 7 days a week</p>	<p>If your schedule states that Section 9 (Breakdown) is included, and your vehicle breaks down, please telephone this number.</p>
European Breakdown Helpline	<p>+44 (0) 1737 815 032</p> <p>Open 24 hours a day, 7 days a week</p>	<p>If your schedule states that Section 9 (UK, Home & European Breakdown) is included, and your vehicle breaks down in Europe, please telephone this number. You may have to pay a charge if you use a mobile phone to call this number. It's open 24 hours a day.</p>
Breakdown text messaging	<p>+44 (0) 7624 808 266</p>	<p>Text messaging is available if you are deaf, hard of hearing or have speech difficulties. Please text the word 'breakdown' to this number.</p>
Personal Legal Advice Helpline and Claims	<p>0333 035 9960</p> <p>Open 24 hours a day, 7 days a week</p>	<p>If your schedule states Section 10 (Drivers Legal Protection) is included. If you or anyone insured under your policy needs to make a claim under Sections 10: Drivers Legal Protection, for Motor Prosecution Defence, Motor vehicle Consumer Disputes, Motor Insurance Database Disputes, Vehicle Identity Theft or you require general private legal or tax advice in the UK please telephone this number.</p> <p>If further support is required and it is not covered under Section 10 of your policy, there is a cost for this assistance which you will need to pay for. However, as a Swinton Insurance customer, you benefit from a discounted rate with our supplier.</p>
Personal Legal Advice Helpline	<p>0333 035 9961</p> <p>Open 24 hours a day, 7 days a week</p>	<p>If your schedule does not include Section 10 - Drivers Legal Protection, you still have access to a legal helpline for general private legal or tax advice in the UK.</p> <p>If further support is required, there is a cost for this assistance which you will need to pay for. However, as a Swinton Insurance customer, you benefit from a discounted rate with our supplier.</p>

The **insurers** and **Swinton Insurance** may record phone calls for training and monitoring purposes.

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Your Policy Cover:

Your schedule shows the type of insurance cover that applies.

Please remember that information in **your schedule** and/or in **endorsements** may change the terms of **your** cover shown in this booklet.

Please also read:

- the general exclusions section, which apply to Sections 1 – 8.
- the general conditions section, which apply to Sections 1 – 10.

If **your schedule** states that Breakdown is included, section 9 Breakdown which applies in addition to the above. This section has its own general exclusions and conditions on page 20 to 31.

If **your schedule** states that Drivers Legal Protection is included, section 10 Drivers Legal Protection which applies in addition to the above. This section has its own general exclusions and conditions at page 32 to 35.

Definitions:

Helping you understand the key words in your policy.

We want to help **you** understand **your car** insurance policy.

So to make things as clear as possible, **we** have explained the key words below.

Whenever **you** come across these words in **bold**, they have the meaning given below.

Sections 9 and 10 also contain definitions applicable only to those sections.

Certificate of insurance

The document which forms part of **your** policy and proves that **you** have motor insurance which is required by law to drive a motor vehicle on public roads. This also shows who is allowed to drive **your car** and the purposes for which **your car** can be used.

Endorsement

Further terms of **your** policy or features of the insurance cover that form part of **your** policy. Any **endorsements** that apply are stated in **your schedule**.

Computer system

Any computer, hardware, software, application, process, data, program, information technology, communication system or electronic device connected to and/or operated by **your car**.

Cyber Incident

An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **computer system** and **data** with **your car** being the only identifiable target or targeting multiple vehicles including **your car**.

Data

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

Excess

The part of a claim which **you** must pay. More than one **excess** can apply to **your** policy as shown in **your schedule**.

Insured driver

Anyone shown on the **certificate of insurance** as a person allowed to drive **your car** and who is not excluded from driving under the conditions and exclusions of the policy or in any **endorsement** to **your** policy.

Keys

Any device used for starting **your car** or using its locking mechanism or immobiliser.

Market value

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

In assessing the **market value** of **your car**, **we** will refer to insurance industry recognised guides of vehicle values as well as searching for available vehicles being offered for sale to the general public.

Period of insurance

The length of time the insurance cover is in force, as shown in **your schedule**.

Road Traffic Acts

The laws which include details of the minimum motor insurance cover needed in the **territorial limits**.

Schedule

This forms part of **your** policy and contains details of **you** and **your car** and particular features of the insurance. **We** will issue **you** with a replacement **schedule** each time **your car** or other features of **your** insurance are changed. **We** will also issue **you** with a new **schedule** when **you** renew **your** policy.

Statement of fact

The information **you** gave in **your** application for this insurance. This includes information given in writing (or spoken) by **you** or by someone on **your** behalf.

Swinton Accident and Claims Service

The **Swinton Insurance** claim team which is operated by Carpenters who are authorised and regulated by the Solicitors Regulation Authority under number 78452 and are authorised and regulated by the Financial Conduct Authority under number 589305.

Swinton Insurance

Swinton Insurance is a trading name of Atlanta Insurance Intermediaries Limited. Authorised and Regulated by the Financial Conduct Authority under firm reference number 309599. Company registration number: 756681. Registered address: Embankment West Tower, 101 Cathedral Approach, Salford, M3 7FB.

Territorial limits

Great Britain, Northern Ireland, the Channel Islands and the Isle of Man including transporting **your car** by sea within or between them.

Total loss

A **total loss** is when it is not economical to repair **your car**.

The decision as to whether the repair is economical is based on:

- the cost of repairs compared to the **market value of your car**; and
- valuations of similar vehicles in specialist motor trade guides.

Any disagreement between **us** and **you** over **our** decision that **your car** is a **total loss** will be subject to arbitration.

We, us, our, Insurers

In relation to Sections 1 to 8 of **your** policy, the Insurance Company or Lloyd's syndicate which covers **you** and whose name is specified in the **Schedule** and the **Certificate of Insurance** on whose behalf this document is issued.

In relation to Section 9, this policy is underwritten by Inter Partner Assistance S.A. is authorised and regulated by the National Bank of Belgium, with a registered head office at Boulevard du Régent 7, 1000 Brussels, Belgium. Authorised by the Prudential Regulation Authority (firm reference

number 202664). Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Inter Partner Assistance S.A. UK branch office address is 106-118 Station Road, Redhill, RH1 1PR. Inter Partner Assistance S.A. is part of the AXA Group.

In relation to Section 10 of **your** policy, RAC Motoring Services and RAC Insurance Ltd. Registered in England, United Kingdom; Registered Offices: RAC House, Brockhurst Crescent, Walsall WS5 4AW. RAC Motoring Services is authorised and regulated by the Financial Conduct Authority under 310208 & 202737. RAC Insurance Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

You, your

The person or company named as the insured in **your schedule**.

Your car

The insured vehicle shown on the **certificate of insurance** including any standard tool kit the manufacturer has supplied with it, accessories permanently fitted to it, and electric vehicle charging cables and batteries whether the battery is owned or leased.

Your spouse

The person **you** are legally married to, **your** civil partner (as defined in the Civil Partnership Act 2004) or **your** domestic partner that lives at the same address as **you**. This does not include any business partners or associates.

Making a claim:**If you ever need to, we're here to help you every step of the way.**

Accidents can happen from time to time. For many people, it's a new and stressful experience. Sadly, **we** can't prevent **you** having an accident, but **we** can do **our** best to make sure that:

1. Claiming on **your** car insurance is simple and straightforward.
2. **You** understand what's happening every step of the way.
3. **You** are back on the road as soon as possible.

Here are a few ways **you** can feel better-prepared if **you** ever need to make a claim.

What should you or anyone insured under your policy do if they have an accident?

- Try to keep calm.
- Do not admit **you** were responsible for the accident.
- Exchange details with the other driver, and write down the names, vehicle registrations, addresses and telephone numbers of passengers and any other witnesses to the accident.
- If it's safe to do so, take photos of any damage, and the scene of the accident too.
- Report the accident to the **Swinton Accident and Claims Service** 24 hour claim line on **0333 035 9003**.

What should you or anyone insured under your policy do if they need to make any other type of claim under sections 1 - 8 and 10

- First check **your** policy and **certificate of insurance** carefully to make sure that there is insurance cover.
- Then phone the **Swinton Accident and Claims Service** on **0333 035 9003** as soon as possible. They'll tell **you** what needs to be done next.
- If **your** claim is for Motor Prosecution Defence, Motor vehicle Consumer Disputes, Motor Insurance **Data**base Disputes, Vehicle Identity Theft then call the Legal Helpline on **0333 035 9960**.
- **You** may be required to fill in a claim form. If so, complete as much as **you** can and send it to the address on the claim form as soon as **you** can. Please remember to enclose all the information and documents **you** have been asked for.

Swinton Accident and Claims Service and the Legal Helpline is open 24 hours a day 365 days a year**What to do if your vehicle breaks down?**

(This only applies if **you** have added breakdown cover to **your** car insurance policy)

Call the Swinton Breakdown Service on **0333 035 9008**. They'll take it from there.

Our 5-year workmanship guarantee

All repairs will have a workmanship guarantee if **you** use **our** approved repairer. The guarantee stands for as long as **you** own **your** car up to a maximum period of 5 years from the date that the work was carried out.

Making a complaint:

If something goes wrong, we're here to put it right.

Swinton Insurance aim to give **you** the highest level of customer service at all times. **We** understand that sometimes things go wrong. If that ever happens to **you**, please get in touch straightaway, so things can be put right.

If **you** are not satisfied with the service **you** have been provided, please tell **Swinton Insurance** so that they can do their best to resolve the problem. **You** can contact **Swinton Insurance** in the following ways:

- by phone
0161 233 3676
- Online
www.swinton.co.uk/contact-us
- on social media
 - Facebook – **Swinton Insurance**
 - Twitter – @swintongroup
- or **you** can write to
Customer Assistance,
Embankment West Tower,
101 Cathedral Approach,
Salford, M3 7FB

Please provide or have these things ready:

- **your** personal details including **your** full name and address;
- **your** daytime and evening phone numbers;
- **your** email address and;
- **your** claims number if applicable.

How long will it take for Swinton Insurance to respond to my complaint?

Swinton Insurance's customer service teams work to a first contact time scale of 5 working days and aim to have the situation resolved within 20 working days.

What happens if my complaint is in relation to my insurers?

If **your** complaint is in relation to **your Insurers**, **Swinton Insurance** will send this to them on **your** behalf, and confirm this to **you** in writing. **Your Insurers** will contact **you**.

What if I am unhappy with Swinton Insurance's or my Insurer's final decision?

If at the end of the process **you** remain dissatisfied, **you** may contact the Financial Ombudsman Service (FOS) or an agreed Alternative Dispute Resolution Provider (ADRP).

The Financial Ombudsman Service can be reached in the following ways:

- online at www.financial-ombudsman.org.uk;
or
- by phone on 0300 123 9123 from a mobile or 0800 023 4567 from a landline; or
- by writing to the Financial Ombudsman Service at The Financial Ombudsman Service, Exchange Tower, London, E14 9SR

You need to contact the Financial Ombudsman Service within 6 months of receiving the final decision on **your** complaint. The Financial Ombudsman Service has discretion to look at complaints outside this time limit in exceptional circumstances e.g. if **you** were incapacitated during this 6 months period.

If **Swinton Insurance** agree to appoint an ADRP, **you** can make **your** complaint within 12 months of receiving the final decision. A list of ADRPs can be found using this link – www.tradingstandards.uk/advice/AlternativeDisputeResolution.cfm/.

What else do I need to know?

Don't worry, **your** legal rights are not affected if **you** take any of the steps shown above.

Swinton Insurance may record phone calls for training and monitoring purposes.

Your car insurance: You, your vehicle and what's covered.

Over these next few pages **you'll** find full details of what **you** are covered for, and what **you** are not.

SECTION 1: WHAT WE COVER YOU FOR

NOT A TOTAL LOSS	TOTAL LOSS
<p>Section 1a: Loss of or damage to your car if your car is not a total loss.</p> <p>If your car has been involved in an insured incident and is not a total loss, we will repair your car.</p> <p>We will insure you against loss of or damage to your car caused by:</p> <ul style="list-style-type: none"> • accidental or malicious damage; • fire; or • theft or attempted theft. <p>We can choose to use parts or accessories, which aren't supplied by your car manufacturer but are of a similar type and quality to the parts and accessories we are replacing. If any part or accessory is not available the most we will pay for that part will be the cost shown in the manufacturers last United Kingdom price list, plus the fitting cost.</p> <p>If the part is not listed in the manufacturers last United Kingdom price list we will pay the cost of an equivalent part plus the fitting cost.</p> <p>You will have to pay the repairer the amount of the excess as shown in your schedule.</p> <p>All repairs carried out by our approved repairer will have a workmanship guarantee for 5 years so long as you own your car.</p>	<p>Section 1b: Loss of or damage to your car if your car is a total loss.</p> <p>If your car has been in an incident and is a total loss or been stolen and not recovered.</p> <p>We will insure you against loss of or damage to your car caused by:</p> <ul style="list-style-type: none"> • accidental or malicious damage; • fire; or • theft or attempted theft. <p>If your claim is settled by a cash payment, we will pay up to the market value of your car (as it is at the time of the loss or damage) less the excess shown in your schedule. We will pay this amount against any outstanding finance or credit agreement first.</p> <p>If we replace your car or pay you the market value, your car will become our property.</p> <p>If your car has a private registration number plate, we will give you 30 days from the date a settlement is agreed to transfer that private registration number onto a DVLA Retention Certificate in your name. If you do not tell us that you want to keep the private registration number plate, we will dispose of it with your car.</p>
<p>You must provide a police crime reference number if you wish to claim for loss or damage as a result of theft, attempted theft or malicious damage.</p>	

BENEFITS YOU RECEIVE

NOT A TOTAL LOSS (Section 1a)	TOTAL LOSS (Section 1b)
<p> Courtesy car</p> <p>You will be provided with a small hatchback car with an engine size less than 1.2cc while your car is being repaired by one of our approved repairers. The courtesy car will be covered under the same terms and conditions as set out in your policy. You must only use the courtesy car in the territorial limits and under the approved provider's terms of use. If you require a car with an automatic gearbox please inform us when you first report your claim.</p>	<p>You will not be provided with a Courtesy Car under this section.</p>
<p> Storage</p> <p>We will pay for storage charges for your car as long as you have told us about them beforehand and we have agreed that they are reasonable.</p>	

BENEFITS YOU RECEIVE

NOT A TOTAL LOSS (Section 1a)	TOTAL LOSS (Section 1b)
<p> Recovering your car</p> <p>If your car is damaged and it can't be driven, we will pay the cost of moving your car to the nearest approved repairer or place where it can be stored safely. If the repairer is within the territorial limits, we will also pay the cost of returning your car home after it has been repaired.</p>	
<p> You and your passengers</p> <p>We will make sure that you and your passengers are taken home if your car is not road worthy after an incident.</p>	
<p> Audio equipment or satellite navigation (sat nav) equipment</p> <p>We will pay the cost of repairing or replacing audio or satellite navigation equipment that was permanently fitted as standard when your car was first registered and we will also pay up to £500 in addition to the policy excess for permanently fitted audio equipment and satellite navigation equipment that was not fitted to your car when it was first registered.</p>	



SECTION 1: WHAT WE DON'T COVER YOU FOR

Section 1a & 1b: Loss of or damage to **your car**.

If **your car** has been in an incident and can be repaired or if **your car** has been in an incident and is a **total loss**.

We will not insure loss of or damage to **your car** caused by the following:

- Wear and tear
- Punctures, cuts or bursts to tyres
- Any mechanical, electrical, electronic chip or computer software breaking or failing to work properly
- Frost, unless **you** have followed the manufacturer's instructions to avoid liquid freezing
- The wrong fuel being used
- Theft or attempted theft while nobody is in **your car**, unless all the doors, windows and other openings are closed and locked, the car **keys** are removed, the engine has not been left running, and the car alarm or immobiliser is set (if **you** have an alarm or immobiliser)
- A deliberate act by anybody insured under this policy
- **Your car** being seized or destroyed by, or on behalf of, any government or public authority
- **Your car** being driven without **your** permission by **your** employee, a member of **your** family, a person living in **your** home, **your** partner, girlfriend or boyfriend, unless there is evidence that the incident has been reported to the police
- **Your car** being stolen or driven by a person who got **your** permission by pretending to be either a buyer for it or offering to sell it for **you**

We will also not insure the following.

- Loss of or damage to non-permanently fitted audio equipment communication systems, phones, radar detectors, televisions, DVD players, portable navigation equipment or similar equipment
- Loss or damage to any trailer, caravan or vehicle (or any property in the trailer, caravan or vehicle) being towed by **your car**
- Any decrease in value whether **you** have repaired **your car** or not
- Any extra costs resulting from parts or replacements for **your car** not being available in the United Kingdom
- Loss of use of **your car** and any associated costs or expenses

 WHAT WE COVER YOU FOR  WHAT WE DON'T COVER YOU FOR

 **Section 2: Legal liability to others.**

Legal liability

We will cover **you** or an **insured driver's** legal liability for the death of or bodily injury to any person and damage to property caused by:

- **you** or an **insured driver** using or driving **your car**;
- any electric charging cables attached to **your car**.
- **you** or an **insured driver** driving a courtesy car supplied by **our** approved provider while **your car** is being repaired as a direct result of damage covered by **your** policy; or

We will also cover the legal liability of the following people for the death of or bodily injury to any person and damage to property caused by them:

- Any person using (but not driving) **your car** for social, domestic and pleasure purposes with **your** permission
- Any passenger travelling in **your car**, or getting into or out of **your car**, with **your** permission
- The legal personal representatives of any person who has died and who was covered by this section of **your** policy
- **Your** employer while an **insured driver** is driving **your car** on the business of **your** employer with **your** permission. (This cover only applies if the **certificate of insurance** shows that business use is allowed. The cover does not apply if **your car** is owned by or hired, rented or leased to **your** employer.)
- **Your spouse** while an **insured driver** is driving **your car** on the business of **your spouse** with **your** permission. (This cover only applies if the **certificate of insurance** shows that the business use is allowed and that **your spouse** is an **insured driver**)
- **Your spouse's** employer while any **insured driver** is driving **your car** on the business of **your spouse's** employer with **your** permission. (This cover only applies if the **certificate of insurance** shows that business use is allowed and that **your spouse** is an **insured driver**. The cover does not apply if **your car** is owned by or hired, rented or leased to **your spouse's** employer.)

We will also cover the legal liability to other people when **your car** is being used for towing any single trailer or caravan or broken-down vehicle, while the trailer, caravan or vehicle is attached to **your car**, if this is allowed by law.

We will not cover the legal liability if **you** are being paid to tow the attached vehicles.

Legal costs and expenses

We will also pay:

- legal costs and expenses which **we** previously agreed, which arise from any coroner's inquest, fatal accident inquiry or police prosecution in connection with an accident covered by **your** policy;
- the cost of emergency treatment to injured people if the **Road Traffic Acts** say that the payment must be made;

We will not cover loss of or damage:

- to any vehicle or property that belongs to, or is in the care of, any person, company or firm claiming under this section;
- caused by electric charging cables connected to **your car**, if **you** have not taken due care to prevent any accidents or injury.
- to any trailer, caravan or vehicle (or to any property in the trailer, caravan or vehicle) being towed by **your car** or being towed by a vehicle being driven by **you**; or
- caused by a deliberate act by anybody insured under **your** policy.

We will also not cover any liability:

- for death of or injury to the person driving or in charge of **your car**;
- which is covered under another insurance policy;
- for pollution or contamination, unless it is caused by a sudden event which was not deliberate and not expected to happen; or
- for death or injury to an employee which arises out of or in the course of their employment by **you** or by another person, company or firm covered by this section of **your** policy.

We will also not cover:

- loss or damage or liability caused by the person driving or steering any vehicle being towed by **your car** or being towed by a vehicle being driven by **you**;
- any amount over £20 million for damage to property (including any related indirect loss or damage) and any amount over £5 million for related legal costs and expenses as a result of any claim, or series of claims caused by one event;
- any amount over £1.2 million for pollution or contamination as a result of any claim, or series of claims caused by one event; or
- any legal costs or other amounts that **you** pay or agree to pay, or that any person, company or firm claiming cover under this policy section pays or agrees to pay, without first getting **our** agreement.

However, **we** will give the minimum cover needed under the **Road Traffic Acts**.

 WHAT WE COVER YOU FOR  WHAT WE DON'T COVER YOU FOR

Cyber Liability Cover

Following a **cyber incident we** will pay any amounts **you** may legally have to pay under the **Road Traffic Acts** subject to the limits stated under this section for causing death or bodily injury to other people or property damage, due to:

1. The use of, or failure of, any application, software or program in connection with **your car** (including any driver assistance, safety or security systems);
2. Any computer virus, ransomware, code or software affecting any electronic systems fitted to **your car** by the original vehicle manufacturer;
3. Any threat, deception or hoax relating to 1 and/or 2 above; subject to the terms, conditions, limitations and exclusions of this policy.

 WHAT WE COVER YOU FOR	 WHAT WE DON'T COVER YOU FOR
 Section 3: Driving other cars.	
<p>If your certificate of insurance states you have cover for driving other cars, we will cover your legal liability for the death of or bodily injury to any person or damage to property (or both) caused by you driving any other private motor car (this does not include any commercial vehicle, motorcycle or any other motor vehicle) that you don't own, is not registered to you and is not hired to you under a hire purchase or rental or lease agreement, as long as:</p> <ul style="list-style-type: none"> • you drive in the territorial limits; • the other private motor car is registered and normally kept in the territorial limits; • there is a current and valid policy of insurance in force for the other private motor car you are driving; • you have the owner's permission to drive the other private motor car; • the other private motor car has not been seized or confiscated by, or on behalf of, any government or public authority; • you are not covered by any other insurance to drive the other private motor car; • you still own your car (or you are still its main driver and you told us that someone else owns your car when you insured it with us) and it has not been stolen and not recovered, or damaged, or has not been declared a total loss; • you are aged 25 or over at inception of your policy. • you have held a full UK/EU driving licence for a minimum of 12 months. <p>Benefits you receive. Driving other cars.</p> <p>You have third party only cover (as detailed under Section 2) to protect you against any legal liability when driving another private motor car.</p>	<p>We will not insure loss of or damage to the private motor car you are driving under this section.</p> <p>The cover for driving other cars does not apply, if the other private motor car you are driving is owned by or registered to, or hired, rented or leased to, you, your business partner or your employer, or is being kept or used in connection with your or your employer's business.</p> <p>This cover for driving other cars does not allow use to release a motor vehicle, which has been seized by, or on behalf of, any government or public authority.</p> <p>The private motor car you are driving under this section must not weigh more than 3.5 tonnes in gross vehicle weight.</p> <p>Anything which is not covered under section 2 of your policy is not covered under this section.</p>

 WHAT WE COVER YOU FOR	 WHAT WE DON'T COVER YOU FOR
 Section 4: Windscreen and windows.	
<p>We will pay up to £150 in addition to the policy excess for the cost of:</p> <ul style="list-style-type: none"> • repairing or replacing a damaged windscreen or windows of your car; and • repairing scratches to the bodywork caused by the windscreen or windows being broken if they are damaged accidentally or maliciously. <p>You will need to pay the amount of the excess which is shown in your schedule.</p> <p>We can choose to use parts or accessories which aren't supplied by your car manufacturer but are of a similar type and quality to the parts and accessories we are replacing.</p> <p>You should call the Swinton Accident and Claims Service on 0333 035 9003 before any work is carried out, so you can be put through to our approved glass repairer. If you choose not to use one of our approved glass repairers, a higher excess will apply as shown on your schedule, and we will limit the amount we pay under this section to £100 after you have paid the amount of your excess.</p> <p>Our approved repairer will try to provide a high-quality service. However, in the unfortunate event that something goes wrong, please allow us to put right any problems.</p> <p>Benefits you receive. You won't lose your no-claim bonus.</p> <p>If you claim under this policy section, your no-claim bonus will not be affected. However, you will need to pay the amount of the excess which is shown in your schedule.</p> <p>Access to our approved repairer</p> <p>To tell us about a new windscreen or windows claim, you should call the Swinton Accident and Claims Service on 0333 035 9003.</p>	<p>We will not pay for the following:</p> <ul style="list-style-type: none"> • Damage to any part of a glass or plastic sunroof, roof panel, or foldable roof or removable hood of a convertible car. • Damage as a result of a deliberate act by anybody insured by your policy. • Loss of use of your car. • Any extra costs resulting from parts for your car not being available in the territorial limits. • Extra costs for work to be carried out outside normal hours, unless the windscreen or windows are shattered or the damage affects the driver's vision or the security of your car. • More than £150 in respect of any one incident.

 WHAT WE COVER YOU FOR	 WHAT WE DON'T COVER YOU FOR
<p>Section 5: Personal belongings. If your personal belongings have been lost or damaged.</p> <p>If you have comprehensive cover we will pay for loss of or damage to personal belongings in your car owned by you or the insured driver.</p> <p>Benefits you receive. <i>Personal belongings.</i> We will provide cover up to £200 in addition to the policy excess.</p>	<p>We will not pay for the following:</p> <ul style="list-style-type: none"> • there is no cover for personal belongings if there is no claim under Section 1 of your policy for the same incident. • loss of or damage to money, jewellery, stamps, tickets or documents. • loss of or damage to tools, goods or samples carried in connection with any business. • theft of personal belongings, unless they are hidden in a glove box, boot or luggage compartment and your car is locked when it is unattended. • theft of personal belongings from a soft-topped or convertible vehicle unless they are stolen from a locked boot or locked glove compartment. • theft of personal belongings unless all doors, windows and other openings on your car are locked, and it is broken into by force. • loss or damage due to wear and tear or loss in value. • loss of or damage to property that is covered under any other policy (a household or travel policy for example). • More than £200 in respect of any one incident.
<p>Section 6: Replacement locks.</p> <p>If your keys are lost or stolen and not recovered we will pay to replace the keys, ignition, door and boot locks on your car, providing it can be established that the identity of the address your car is kept at is known to the thief.</p> <p>Benefits you receive. <i>You won't lose your no-claim bonus.</i> If you claim under this section of your policy only, your no-claim bonus will not be affected.</p> <p>Replacement Locks We will provide cover up to £300.</p> <p>No excess to pay If you claim under this section of your policy only, you do not have to pay any excess.</p> <p>Courtesy car You will be provided with a small hatchback car with an engine size less than 1.2cc while your car locks are being replaced under the terms shown in Section 1a - Courtesy Car.</p>	<p>We will not pay this benefit if your keys are left in or on your car at the time of the theft; and</p> <p>We will not pay more than your car's market value.</p> <p>We will not provide a courtesy car if your car is not being repaired by one of our approved repairers.</p>

 WHAT WE COVER YOU FOR	 WHAT WE DON'T COVER YOU FOR
<p>Section 7: Foreign travel. When you are outside the UK, here's what you are covered for, and what you are not covered for.</p>	
<p>Driving your car abroad on minimum insurance cover.</p>	
<p>Your policy provides the minimum cover you need by law for civil liability to other people while your car is used in: Andorra, Austria, Belgium, Bulgaria, Croatia, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Netherlands, Norway, Poland, Portugal, Republic of Cyprus, Republic of Ireland, Romania, San Marino, Serbia, Slovakia, Slovenia, Spain, Sweden and Switzerland; and in any country where Article (8) of EC Directive 2009/103/EC applies, which relates to civil liabilities arising from the use of motor vehicles.</p> <p>If the minimum compulsory insurance in the territorial limits is higher than the minimum compulsory insurance in the country where your car is being used, we will provide the compulsory insurance which applies in the territorial limits.</p> <p>Benefits you receive You have the minimum compulsory motor insurance cover needed by law to protect you against any legal liability when driving abroad in the countries listed above.</p>	
<p>Driving your Car in the Republic of Ireland with Comprehensive Cover.</p>	
<p>If you permanently live in Northern Ireland, you have foreign use cover, as shown on your schedule, which is extended for up to 365 days in the Republic of Ireland only.</p> <p>Your policy provides cover while your car is being transported by rail or a sea route (including while it is being loaded and unloaded) between any countries in which your policy provides cover, as long as:</p> <ul style="list-style-type: none"> • you are travelling with your car; • the total time taken to transport your car is not more than 65 hours (including any stopovers during the journey); and • the purpose of transporting your car is not to permanently export it. 	<ul style="list-style-type: none"> • The use of the courtesy car or hire vehicle outside the United Kingdom. • The driving other cars section of your policy (Section 3) does not apply if you drive outside of the territorial limits.
<p>Important to Note You must take your certificate of insurance with you when taking your car to any of the countries listed in this section.</p>	

 WHAT WE COVER YOU FOR  WHAT WE DON'T COVER YOU FOR

 **Section 8: Personal accident benefits.**

If **you** have comprehensive cover **we** will pay \$5,000 if **you** or **your spouse** is accidentally killed or suffers an injury described below while travelling in, or getting into or out of, **your car** or any private motor car.

Benefits payable

If **you** or **your spouse** dies – \$5,000

If **you** or **your spouse** suffers an injury (see below):

- total and permanent loss of sight in one or both eyes – \$5,000
- total and permanent loss of use of one or both hands or one or both feet – \$5,000

No excess to pay

If **you** claim under this section of **your** policy only, **you** do not have to pay any **excess**.

We will not pay the benefit if the injury or death:

- is the result of suicide or attempted suicide;
- happens when the person killed or injured is under the influence of alcohol or drugs to a higher level than permitted by law (unless the person injured or killed was a passenger during an accident);
- happens as a result of someone not wearing a seat belt when they have to by law; or
- happens more than three months after the date of the accident or is not a direct result of the accident.

We will not pay the benefit if the injury is not listed above.

We will not pay the benefit if **you** are a company or firm.

We will not pay more than \$5,000 per person in any one **period of insurance**, and **we** will not pay more than \$10,000 for a single accident, even if the person killed or injured in the accident is insured under more than one policy with **us**.

 **Section 9: Breakdown.**

The cover in this section applies if it is shown on **your schedule** and if **you** have paid the premium.

Important information

There are different levels of breakdown cover.

The cover **you** have will be set out in **your schedule**. If changes are made, these will be confirmed to **you** separately in writing.

Each Part explains what is and is not covered. There are also **General Exclusions and General Conditions** that apply to all these Parts.

You won't lose your no-claim bonus

If **you** claim under this section of **your** policy only, **your** no-claim bonus will not be affected.

Please have the following information available, when contacting us regarding a breakdown.

- **Your vehicle's** registration number
- **Your** name, **home** postcode and contact details
- The make, model and colour of the **vehicle**
- The location of the **vehicle**
- An idea of what the problem is
- An SOS box or marker post number (if this applies)

Definitions

The following defined words are printed in **bold** type and the meanings of these words are set out below and apply only to this section of **your** policy.

1. Authorised Operator

A service provider authorised by **us** in advance to carry out repairs or **your vehicle** recovery under **your** policy.

2. Breakdown

An event which renders **you** unable to commence, continue or complete a **journey** as a result of **your vehicle** being unsafe to drive or being immobilised or not being able to use the **vehicle** because of:

- a mechanical or electrical **breakdown**;
- a flat battery;
- a flat tyre;
- vandalism;
- a fire;
- a theft or an attempted theft;
- an accident;
- it having no fuel; or
- unable to access **your vehicle** due to **your keys** being faulty, broken in the lock, or locked in the **vehicle**.

3. Countries Covered

UK, cover for which includes Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

If **you** are a resident of Northern Ireland, cover is automatically extended to sections 1,2 and 3 whilst **your** vehicle is being used in the Republic of Ireland.

For European breakdown cover this also includes Andorra, Austria, Belgium, Bulgaria, Croatia, Denmark, Finland, France, Germany, Greece, Iceland, Italy, Liechtenstein, Luxembourg, Monaco, Netherlands, Norway, Portugal, Republic of Ireland, Romania, San Marino, Spain, Sweden, Switzerland, Estonia, Latvia, Lithuania, Poland, Czech Republic, Slovakia, Hungary, Slovenia, the Vatican City, Malta, the Republic of Cyprus, and other islands that belong to these countries and that are in Europe.

4. Journey

A **journey** starting and finishing within the **countries covered** as shown on **your policy schedule**.

5. Luggage

Suitcases or other bags that contain personal belongings for **your journey**.

6. Passenger(s)

The occupants of **your vehicle** not exceeding the manufacturer's limit, up to 7, including the **Driver**.

7. Vehicle(s)

Vehicle means **your vehicle** provided that the private car is less than 3.5 tonnes gross vehicle weight.

If **your vehicle** breaks down while **you** are towing a caravan or trailer, **we** will recover **your vehicle** and the caravan or trailer.

Your vehicle must carry a serviceable spare tyre and wheel, and a key that will let **us** remove a wheel secured by wheel nuts for the **vehicle**, caravan or trailer, if it is designed to carry one.

If **your vehicle** does not have a spare tyre by design then **you** must provide the manufacturer's approved repair kit supplied.

8. You, your, driver

The policyholder or policyholders named on the policy **schedule** or any person driving an insured **vehicle**, and any **passengers** in the insured **vehicle** not exceeding the **vehicle** manufacturers recommendation.

9. Home

Your current UK address where **you** permanently live or where **you** keep **your vehicle**.

Service summary

SERVICES	Roadside Breakdown	UK Breakdown	UK & Home Breakdown	UK, Home & European Breakdown
Roadside assistance beyond one quarter mile from Home	✓	✓	✓	✓
Local recovery within 20 miles	✓	✓	✓	✓
Up to one hour roadside repair	✓	✓	✓	✓
UK recovery	✗	✓	✓	✓
Car hire for up to 24 hours	✗	✓	✓	✓
Overnight accommodation	✗	✓	✓	✓
Roadside Assistance within one quarter mile from home	✗	✗	✓	✓
European cover	✗	✗	✗	✓
Repatriation to UK of vehicle, occupants or both	✗	✗	✗	✓

Breakdown causes

WE COVER YOU FOR	
Flat battery	✓
Flat tyre	✓
Mechanical/Electrical breakdown	✓
No fuel	✓
Accident	✓
Fire	✓
Theft or attempted theft	✓
Vandalism	✓
Broken keys	✓
Incapacitated driver	✓
General Exclusions and General Conditions applicable to this Section	
Please refer to pages 29-30 and 40-43 for General Exclusions and General Conditions that apply to this Section.	



WHAT WE COVER YOU FOR



WHAT WE DON'T COVER YOU FOR



1. Roadside Breakdown.

The cover in this Part will only apply if it is shown on **your schedule** and **you** have paid the premium.

- If **your vehicle** breaks down more than one quarter mile from **your home**, **we** will arrange and pay for a breakdown vehicle to come to **your vehicle** and **our authorised operator** will spend up to one hour's labour (where safe and legal to do so) to try to get it working again.
 - If **your vehicle** cannot be made safe to drive at the place **you** have broken down, **we** will arrange for the **vehicle**, the **driver** and **passengers** to be recovered to a repairer or a destination of **your** choice within 20 miles of where **you** have broken down.
 - If **you** break **your vehicle keys**, **we** will recover **your vehicle** and **passengers** to **our Authorised Operator's** base or **Home**/local repairer within 20 miles. **You** will have to pay all other costs.
 - **We** will pass on up to two messages to either **your home** or place of work to tell them about **your** or **passengers'** situation.
- A **breakdown** at or within one quarter mile from **your home**.
 - Loss or damage when **your vehicle** is outside the UK.
 - More than two claims from a similar fault on the same **vehicle** during period of policy.
 - Anything mentioned in **General Exclusions and General Conditions** applicable to this section.
 - The cost of any parts.

 WHAT WE COVER YOU FOR

 WHAT WE DON'T COVER YOU FOR

 2. UK Breakdown.

The cover in this Part applies as well as the cover shown in Part 1. It will only apply if it is shown on **your schedule** and if **you** have paid the premium.

If the **vehicle** cannot be made safe to drive at the place **you** have broken down, and cannot be repaired the same day at a suitable local garage, **we** will choose the most appropriate solution from one of the following options, taking **you** and **your passengers** circumstances into account.

UK breakdown:

- **We** will take the **driver** and **passengers**, together with the **vehicle**, to **your** original destination or **your home**.

or

- **We** will arrange for the **vehicle** to be taken to a suitable repairer for it to be repaired at **your** cost, as long as this can be done in one **journey**.

Overnight accommodation:

- **We** will pay the cost for bed and breakfast for one night only. **We** will pay up to for each person up to a total of £80 for each person up to a total of £500.

24-hour UK car hire:

- **We** will pay for a hire **vehicle** for up to 24 hours. **You** will be responsible for returning the hire **vehicle** and collecting **your vehicle**. **You** must meet the conditions of the hire-car company to be able to hire a car.

Incapacitated driver

As well as the benefits above, if during the **journey**, the **driver** becomes unable to drive through injury or illness they have gained during the **journey**, and there is no one else able or qualified to drive the **vehicle**, **we** will provide a driver to finish the **journey** or return the **vehicle**, **you** and **your passengers** to the place **you** were originally travelling from.

- A **breakdown** at or within one quarter mile from **your home**.
- Travel outside the UK.
- **We** cannot guarantee that hire cars will always be available and **we** are not responsible if they are not available. **We** will do **our** best to arrange a vehicle of the same size as **your vehicle**, but **we** cannot guarantee that there will be tow bars, bike racks, roof boxes, or other accessories included. **You** must meet the conditions of a hire-car company to hire a vehicle.
- Anything mentioned in **General Exclusions and General Conditions** applicable to this section.
- Motorcycles.

 WHAT WE COVER YOU FOR

 WHAT WE DON'T COVER YOU FOR

 3. UK & Home Breakdown.

The cover in this Part applies as well as the cover shown in Part 1 and 2. It will only apply if it is shown on **your schedule** and if **you** have paid the premium.

- If the **vehicle** breaks down anywhere at or within one quarter mile from **your home**, **we** will arrange and pay for a breakdown vehicle to come to **your vehicle** and **our authorised operator** will spend up to one hour's labour to try to get the **vehicle** working again. **We** will try to mobilise **your vehicle** when it is safe and legal to do so.
- If the **vehicle** cannot be safely repaired to drive at the place **you** have broken down, **we** will arrange for the **vehicle**, the **driver** and **passengers** to be taken to a suitable local garage (within 20 miles) for it to be repaired. **You** must pay the costs of any repairs.

- Loss or damage when the **vehicle** is outside the UK.
- Anything mentioned in **General Exclusions and General Conditions** applicable to this Part.

 4. UK, Home & European Breakdown.

The cover in this section will only apply if it is shown on **your schedule** and if the premium has been paid.

Your trip must not be longer than 30 days in a row, or not more than 90 days in total, in either case during the **period of insurance**.

To get European emergency help, contact the 24 Hour Emergency Helpline: **+44 (0) 1737 815 032**.

You may have to pay a charge if **you** use a mobile phone to call this number.

INTRODUCTION TO EUROPEAN MOTORING

As a guideline, **we** recommend **you** take the following documents in case **you** need them by law in the countries in which **you** will be driving.

- Photo card driving licence and supporting documents
- Insurance documents including Travel Insurance if **you** have purchased this for **your journey**.
- Valid MOT certificate
- Logbook (V5 registration document)
- If **you** do not own the vehicle, confirmation that **you** have the owner's permission to drive it.

The above is not a full list and is for guidance only.

Important information before travelling

- If **you** **breakdown** on a European motorway, at motorway services or on a major road, **you** will often need to get help using the SOS phones. The local services will tow **you** to a place of safety and **you** will have to pay for the service. **You** can then contact **us** if **you** need more help. **We** will reimburse up to £250 towards the cost of recovery from the motorway subject to submission of a valid invoice or receipt.
- If **you** have broken down in a European country during a public holiday, many services will be closed. In these circumstances **you** must allow **us** time to help **you** and repair **your vehicle**. **We** will not be held legally responsible for any delays in **you** reaching **your** destination.
- Before travelling, it is recommended that **you** consult the laws of the country **you** are planning to visit.
- Please note it may be more expensive to repair **your vehicle** abroad than in the UK and **you** are responsible for the cost of repair.

INTRODUCTION TO EUROPEAN MOTORING (continued)

- Please allow **us** a minimum of two working days from the notification of a **breakdown** outside of the UK to arrange for **your vehicle** to be repaired within the country of incident.
- **We** can ask for proof of outbound and inbound travel dates.

Before travel abroad starts

The benefits shown below also apply in the UK, as long as **you breakdown** during **your journey**.

 **WHAT WE COVER YOU FOR**

- If **your vehicle** has a **breakdown**, **we** will arrange for an **authorised operator** to come to where the **vehicle** is (for up to one hour) to try to get the **vehicle** working again.
- If **your vehicle** cannot be made safe to drive at the place **you** have broken down, **we** will arrange and pay for **your vehicle**, the **driver** and up to six **passengers** to be taken to a local garage for it to be repaired. **You** must pay the costs of any repairs.
- After a theft or attempted theft of the **vehicle** or its contents, **we** will pay the costs of repairing the damage to **your vehicle** or pay for replacement parts up to £200 in total, which are needed for emergency roadside repairs to make **your vehicle** secure.
- If **you breakdown** on a European motorway or major road, the local services will tow **you** to a place of safety and **you** will have to pay for the service. **You** can then contact **us** if **you** need more help. **We** will pay up to £250 towards the costs of recovery from the motorway or service area, subject to submission of a valid invoice or receipt. **We** will pay **you** in line with the exchange rate on the date of the claim.

 **WHAT WE DON'T COVER YOU FOR**

- Any amounts for making the **vehicle** secure once **you** have returned to the UK.
- Sending **you** and or **your vehicle home** if the **vehicle** can be repaired but **you** do not have enough money to cover the repair.
- Loss or damage when the **vehicle** is outside the **countries covered**.
- The costs of repatriating **your vehicle** to the UK if repairs can be done locally.
- Anything mentioned in **General Exclusions and General Conditions** applicable to this Part.

 **WHAT WE COVER YOU FOR**

Delivering replacement parts

- If replacement parts are not available locally to repair the **vehicle** after a **breakdown**, **we** will arrange and pay to have the parts delivered to **you**, if available and achievable.

 **WHAT WE DON'T COVER YOU FOR**

- **We** will not cover the actual cost of replacement parts and any customs duty. **You** must pay **us** this using a credit card or debit card or any other payment method **we** agree is suitable.
- If the replacement parts can be bought locally, **we** will not cover any amount for getting parts.
- Anything mentioned in **General Exclusions and General Conditions**.

Not being able to use your vehicle

If during **your journey your vehicle** breaks down and it is not safe to drive, and it will take at least eight hours to repair, or if it is stolen and not recovered within eight hours, **we** will arrange and pay for the most appropriate solution from one of the following:

- To move **you**, **your passengers** and **luggage** to **your** original destination and then, once **your vehicle** has been repaired, take **you** back to **your vehicle** or bring **your vehicle** to **you**; or
- The cost of hiring another car while **your vehicle** is being repaired following diagnosis. **We** will pay up to £70 a day and £750 in total, as long as **you** are able to meet the conditions of the hire-car company; or
- **We** will pay for bed-and-breakfast costs of up to £40 for each person each day (£250 in total for everyone in **your** group) while **your vehicle** is being repaired, as long as **you** have already paid for **your** original accommodation and **you** can't get **your** money back.

- The cost of a hire car before the fault with **your vehicle** is diagnosed.
- Replacement parts.
- Any insurance **you** have to pay to the hire-car company.
- **We** cannot guarantee that hire cars will always be available and **we** are not responsible if they are not available. **We** will do **our** best to arrange a vehicle of the same size as **yours**, but **we** cannot guarantee that there will be tow bars, bike racks, roof boxes, or other accessories included. **You** must meet the conditions of a hire-car company to hire a vehicle.
- **We** will not pay for any additional costs relating to hire car use such as fuel or penalties associated with use not authorised by **us**.
- Anything mentioned in **General Exclusions and General Conditions**.

- If, during the **journey**, the **driver** cannot drive because of an injury or illness, and there is no one else able or qualified to drive the **vehicle**, **we** will provide and pay for a driver to finish the **journey** or return the **vehicle** and **passengers** to the place **you** were originally travelling from. **You** will need to provide a medical certificate for the **driver** before **we** provide assistance.

- Medical repatriation of the **driver** and/or other **passengers**.
- Motorcycles.
- Anything mentioned in **General Exclusions and General Conditions** applicable to this Part.

 WHAT WE COVER YOU FOR	 WHAT WE DON'T COVER YOU FOR
<p>Not being able to use your vehicle (continued)</p> <p>If after a breakdown your vehicle is still not repaired or safe to drive when it is time for you to go home, we will pay for (reasonable) transport to get you, your passengers and your luggage to your home, and up to £150 towards other travel costs in the UK while you wait for your vehicle. We will also pay storage charges (up to £100) while your vehicle is waiting to be repaired, collected or taken to the UK.</p> <p>We will then choose the most appropriate solution from the following options:</p> <ul style="list-style-type: none"> • Take your vehicle to your home or your chosen repairer in the UK. • Pay the cost of one rail or sea ticket (or an air ticket if the rail or sea trip would take more than 12 hours) for you to collect your vehicle once it has been repaired. 	<ul style="list-style-type: none"> • Any costs you would have paid anyway for travelling home. • Anything mentioned in General Exclusions and General Conditions applicable to this Part. • The costs of repatriating your vehicle to the UK if repairs can be done locally and you are not willing to allow this to happen.
<p>If you can't use your own vehicle to get home</p> <p>If the cost to repair your vehicle exceeds its market value, we will:</p> <ul style="list-style-type: none"> • Pay for the vehicle to be scrapped 	<ul style="list-style-type: none"> • The costs of repatriating your vehicle to the UK if we believe that the cost of doing so would be greater than the market value of your vehicle in the UK after the breakdown. In this instance we will pay for your vehicle to be scrapped.

SECTION 9: GENERAL EXCLUSIONS WHICH APPLY TO THIS SECTION

We will not pay or be liable for the following under this policy.

<p>1. Costs</p>	<ol style="list-style-type: none"> 1.1 Any call-out or recovery costs in the UK after a breakdown where the police or other emergency services insist on the vehicle being picked up immediately by another organisation or any fees to store or release the vehicle. 1.2 The costs of getting a spare wheel or tyre for a roadside repair if the vehicle does not have one. We will not pay the costs of arranging for a wheel that is secured by locking wheel nuts to be removed, if you are not able to provide a key to do this. 1.3 The cost of fuel or any spare parts needed to get the vehicle working again, or any costs that arise from not being able to get replacement parts. 1.4 Damage or costs that arise from us trying to get into the vehicle after you have asked for help. 1.5 Any toll or ferry fees incurred by the driver of the recovery vehicle whilst transporting your vehicle in the UK. 1.6 Losses of any kind that come from providing, or any delay in providing, the services this cover relates to. (For example, a loss of earnings, the cost of food and drink and costs we have not agreed beforehand.) 1.7 The cost of phone calls are not covered. 1.8 Any costs relating to a caravan or trailer if the caravan or trailer is not attached to the vehicle at the time of the breakdown. 1.9 You will have to pay, for any parts or other products used to repair the vehicle and you are responsible for the quality of the workmanship carried out. The cost of moving the vehicle or a repair vehicle coming out to you if, after asking for help which you are entitled to, the vehicle is moved or repaired in any other way, or you have provided location details which are incorrect.
<p>2. Vehicle Maintenance</p>	<ol style="list-style-type: none"> 2.1 Any request for service where you have not taken permanent remedial action within two working days after a previous breakdown or temporary repair. 2.2 Faults with electric windows, sunroofs, wipers, heaters, de-misters or locks not working, unless the fault happens during the course of a journey which affects your safety.
<p>3. Repairs</p>	<ol style="list-style-type: none"> 3.1 Any claim that comes from a poor-quality repair (other than a temporary) repair that has been attempted without our permission during the same trip in the opinion of our authorised operator.
<p>4. Passengers and vehicle use</p>	<ol style="list-style-type: none"> 4.1 Recovering the vehicle when it is carrying more than a driver and the recommended number of passengers according to the manufacturers' specifications, if there is more weight in the vehicle than it was designed to carry or you are driving on unsuitable ground. 4.2 Recovery or help if you are hiring the vehicle out to carry people in return for money, unless we have agreed this with you. 4.3 Damage to or loss caused to the driver or passengers of the vehicle and/or loss or damage to personal belongings you or passengers leave in your vehicle.

SECTION 9: GENERAL EXCLUSIONS WHICH APPLY TO THIS SECTION

We will not pay or be liable for the following under this policy.

<p>5. Unforeseen events</p>	<p>5.1 Any loss or damage caused to the vehicle or any loss or cost arising from or contributed to by: ionising radiation or radioactive contamination from any nuclear fuel or from any nuclear waste which results from burning nuclear fuel; or the radioactive, toxic, explosive or other dangerous properties of any nuclear machinery or any part of it. Riots, strike actions, border control restrictions, war, revolution or any similar event, where advice against travel is shown by the Foreign and Commonwealth office.</p>
<p>6. General</p>	<p>6.1 We will not provide any benefit unless you contact us using the emergency phone numbers provided. You must not try to contact any agent or repairer direct.</p> <p>6.2 Any breakdown that happens during the first 24 hours after you take out cover for the first time, except for benefits shown under Part 1, Roadside Breakdown, which are available immediately.</p> <p>6.3 Any breakdown or recovery outside the period of insurance as shown on your Policy Schedule.</p> <p>6.4 Help or recovery if the vehicle is partially or completely buried in snow, mud, sand or water.</p> <p>6.5 The recovery of the vehicle and passengers if repairs can be carried out at or near the scene of the breakdown within the same working day. If recovery takes place we will only recover to one address in respect of any one breakdown.</p>

SECTION 9: GENERAL CONDITIONS WHICH APPLY TO THIS SECTION

- a. In order for **you** to benefit from the terms of this Section **you** must have maintained **your vehicle** in line with the manufacturer's recommendations.
- b. **We** are not responsible for any actions or costs of garages, recovery firms or emergency services carrying out work or acting on **your** instructions or the instructions of any person acting on **your** behalf. **You** are responsible for ensuring the quality of any repair.
- c. If the **vehicle** needs to be taken to a garage after a **breakdown**, the **vehicle** must be in a position that makes it reasonable for a recovery vehicle to pick it up. If this is not the case, **you** will have to pay any specialist recovery fees.
- d. The **vehicle** must be permanently registered in the UK and, if appropriate, have a current MOT certificate and valid road fund licence. The **vehicle** should be kept in a good condition and have been serviced in line with the manufacturer's recommendations.
- e. If **you** agree to a temporary roadside repair, **you** will be responsible for any costs or any damage to the **vehicle** it suffers if **you** continue to drive the **vehicle** as if a permanent repair had been carried out. **You** acknowledge that a temporary roadside repair is aimed only to allow **you** to drive the **vehicle** to a suitable facility so a permanent repair can be carried out.
- f. The **driver** of the **vehicle** must have a valid licence to drive in the UK and be a person authorised to drive the **vehicle** by the **vehicle** owner.
- g. **You** must be with the **vehicle** at the time **we** say **we** expect to be there.
- h. **We** will not provide cover, pay any claim or provide any benefit if doing so would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.
- i. Emergency vehicles, taxis, heavy goods vehicles, vehicles carrying registered Hazardous chemical products and or vehicles used for despatch, road-racing, rallying, pace-making, speed testing or any other competitive event are not covered under this policy.
- j. If **we** take the **vehicle** to the place **you** have chosen, **we** will not be legally responsible for any more help in the same incident.
- k. **We** will not arrange for help if **we** think that it would be dangerous or illegal to repair or move the **vehicle**.
- l. If **you** are not willing to accept **our** decision or **our** agents' decision on the most suitable type of help, **we** will not pay more than £100 for any one **breakdown** and **you** will be responsible for any other costs due in recovering and repairing **your vehicle**.
- m. **We** will not pay for any cost that **you** can get back under any other insurance policy or under the service provided by any motoring organisation.
- n. This insurance contract is between **you** and **us**. Any person or company who is not involved in this insurance policy has no right under the Contracts (Right of Third Parties) Act 1999 to enforce any condition of this insurance policy. This does not affect any other rights another organisation has apart from under that act.

YOUR OTHER INSURANCE BENEFITS:

Section 10: Driver's Legal Protection.

Your **schedule** shows if this section applies to your policy.

This section covers **legal representative's** costs and other costs and expenses as detailed under the separate sections of cover, up to the **limit of indemnity** where:

- a) The **claim** takes place within the **policy period** and within the **territorial limits**, and
- b) The legal action takes place in the **territorial limits**.

If **you** need to make a claim under:

1 Section A - please call the claims line on **0333 035 9003**

1 For Sections B-F - please call the legal Helpline On **0333 035 9960**

It is important that **you** let **us** know as soon as possible if **you** think **you** may need to **claim**. If **you** do not, this may prejudice **your claim** and may mean **we** are unable to cover **you**.

You won't lose your no-claim bonus

If **you** claim under this section of **your** policy only, **your** no-claim bonus will not be affected.

This section of **your** policy is managed by RAC Insurance Limited and RAC Motoring Services.

Definitions applicable to this section

The following defined words are printed in **bold** type and the meanings of these words are set out below and apply only to this section of **your** policy.

Claim

Means an incident which **we** accept as falling within the terms of this Drivers Legal Protection Insurance **policy** and which, in **our** reasonable opinion, is the first incident that could lead to a **claim** being made. For example, issues arising from a **road traffic collision** or incident leading to a motoring prosecution.

Legal costs

Means:

- 1 The reasonable, **proportionate** and properly incurred fees, expenses, costs and disbursements incurred by **you** and agreed by **us** in pursuing or defending a **claim**; and/or
- 2 The reasonable costs of a third party for which **you** are ordered to pay by the court or are agreed by **us** and which are incurred in connection with **legal proceedings**;

Legal proceedings

Means the pursuit or defence of civil legal cases for damages and/or injunctions or specific performance, or the defence of a motoring prosecution within a court of criminal jurisdiction within the **territorial limits**;

Legal representative

Means **us** or the solicitors or other qualified experts appointed by **us** to act for **you** provided that they agree:

- 1 To try to recover all **legal costs** from the other party;
- 2 Not to submit any **claim** for **legal costs** until the end of the case; and
- 3 To keep **us** informed, in writing, of the progress of **legal proceedings**.

Limit of indemnity

Means the maximum amount payable per **claim** under the **policy** which is £100,000;

Policy

Means this Drivers Legal Protection Insurance policy that is subject to the terms and conditions in this section, along with **your schedule**;

Policy period

Means the length of time this **policy** is in force, from the start date as shown on the **schedule**;

Proportionate

Means the value of the **claim** must be greater than the costs of pursuing the **claim**;

RAC/we/us/our

- 1 For the provisions of cover under sections A-E means RAC Insurance Ltd;
- 2 For the provision of services under section F of this **policy** means RAC Motoring Services;
- 3 In each case any person employed or engaged to provide certain services on behalf of the RAC Group.

Road traffic collision

Means a collision involving **your vehicle**, for which **you** were not at fault and another party was at fault;

Schedule

Means the document outlining **your** level of cover;

Standard terms of appointment

Means the terms and conditions which **we** will require the **legal representative** to accept in order for **us** to cover **your legal costs**. This contract sets out the amounts **we** will pay the **legal representative** under **your policy** and their responsibilities to report to **us** at various stages of the **claim**. A copy of these terms can be requested by contacting **us**;

territorial limits

Means

- a) For section A of **your policy**, the **UK** and the European Union;
- b) For sections B-E of **your policy**, the **UK**;

UK

Means England, Scotland, Wales, Northern Ireland, and for the purpose of this **policy** includes Channel Islands and the Isle of Man;

Uninsured losses

Means **your** losses directly arising out of a **road traffic collision** that are not covered by insurance;

Vehicle

Means the UK registered vehicle(s) that appears on **your schedule** and includes attached trailers;

You/your

Means the person(s) named as the policyholder on the **schedule**, and for the purposes of making a **claim**, includes any person authorised by the policyholder to drive or to be a passenger in the **vehicle**.



WHAT WE COVER YOU FOR



WHAT WE DON'T COVER YOU FOR

Section A - Uninsured Loss Recovery

If **you** are involved in a **road traffic collision** within the **territorial limits** during the **policy period** for which **you** are not at fault, and **you** have **uninsured losses**, for example **your** motor insurance **excess** or compensation for personal injury, that **you** need to recover. **we** will;

- 1. Provide **you** or **your** passengers with help and advice;
- 2. Put **you** in touch with **our legal representative**, who will assess **your claim**; and
- 3. If **our legal representative**, in their reasonable opinion, agrees **your claim** (including an appeal or defence of an appeal) has a 51% or greater chance of succeeding, **we** will cover **you** or **your** passengers for **legal costs**, up to the **limit of indemnity**.

A personal injury **claim** for stress, psychological or emotional injury unless **you** have also suffered a physical injury.

Section B - Motor Prosecution Defence

If **you** have received a summons, citation or requisition for prosecution to attend a court for an alleged motoring offence, involving **your vehicle** and occurring within the **territorial limits** during the **policy period**, **we** will;

- 1. Provide **you** with help and advice in respect of the alleged motoring offences;
- 2. Put **you** in touch with **our legal representative**, who will assess **your** case; and
- 3. If in their reasonable opinion, **our legal representative** agrees **you** have a 51% or greater chance of success, **we** will appoint and pay up to the **limit of indemnity** for a suitable representative to either:
 - a. Defend the allegation; or
 - b. If **you** plead guilty to the offence, look to reduce the impact of the penalty, where it would otherwise result in **you** being disqualified or suspended from driving. This is known as a plea in mitigation.
 - c. Appeal against **your** conviction or sentence.

- 1. **We** cannot provide help if **your** summons relates to violence, alcohol or drugs related offences or if **you** had no valid licence or no licence at all;
- 2. **Claims** relating to parking offences where penalty points are not applicable to the offence.
- 3. **We** will not pay fines, costs or other penalties a court of criminal jurisdiction orders **you** to pay;
- 4. Mitigation of a guilty plea if, in **our** reasonable opinion, it would not make a material difference to the outcome of **your** sentence.

 WHAT WE COVER YOU FOR	 WHAT WE DON'T COVER YOU FOR
Section C - Motor Vehicle Consumer Disputes	
<p>If you enter into an agreement during the policy period and within the territorial limits relating to a contract for the sale, purchase, servicing, repair, testing, hire or hire purchase of the vehicle and wish to claim compensation for a breach of that agreement or defend any claim relating to that agreement, we will:</p> <ol style="list-style-type: none"> 1. Provide you with help and advice; 2. Put you in touch with our legal representative, who will assess your case; and 3. If our legal representative, in their reasonable opinion, agrees your claim has a 51% or greater chance of succeeding, we will cover you for legal costs, up to the limit of indemnity. 	
Section D - Motor Insurance Database Disputes	
<p>If the vehicle is seized within the territorial limits and during the policy period by the police, local authority or government agency, due to incorrect information being stored on the Motor Insurance Database, which is a result of your insurance company failing to update the Motor Insurers' Bureau, we will:</p> <ol style="list-style-type: none"> 1. Provide you with help and advice; 2. Put you in touch with our legal representative, who will assess your case; and 3. If in their reasonable opinion, our legal representative agrees you have a 51% or greater chance of successfully challenging the decision to seize the vehicle, we will cover you for legal costs, up to the limit of indemnity. 	
Section E - Vehicle Identity Theft	
<p>If you are required to attend court regarding an alleged criminal motoring offence due to the unauthorised use of the vehicle's identity within the territorial limits and during the policy period, or you have had a civil or criminal judgment wrongly entered against you, we will:</p> <ol style="list-style-type: none"> 1. Provide you with help and advice; 2. Put you in touch with our legal representative, who will assess your case; and 3. If in their reasonable opinion, our legal representative agrees you have a 51% or greater chance of successfully defending legal proceedings or challenging a judgment, we will cover you for legal costs, up to the limit of indemnity. 	<ol style="list-style-type: none"> 1. Claims where the vehicle's identity is used without your permission by someone living with you. 2. We will not pay fines, costs or other penalties a court of criminal jurisdiction orders you to pay;
Section F - Telephone Legal Helpline	
<p>We will provide a telephone legal helpline service, open 24 hours a day, 365 days a year. Just call us on 0333 035 9960</p> <p>We will give you initial advice on any private legal matter and any tax matter within the UK. Where possible, we will tell you what your legal rights are, which options are available to you and how best to implement them. We will let you know if you need a lawyer.</p>	<ol style="list-style-type: none"> 1. Advice where, in our reasonable opinion, we have already given you the options available, 2. Advice relating to immigration or judicial review; and 3. Advice against us.

SECTION 10: GENERAL CONDITIONS AND EXCLUSIONS

The following conditions apply to all sections of this **policy**. If **you** do not comply **we** can refuse cover and/or cancel **your policy**.

1. **You** must pay **your** premium;
2. **You** must request services directly from **us**, as **we** will only provide cover if **we** make arrangements to help **you**;
3. Legal **claims** can be complex and technical. **You** must follow **our** advice or that of the **legal representative**, to continue to receive funding from **us**. If **you** do not (for example, **you** go against **our** advice, fail to co-operate with **our** reasonable requests, delay the **claim**, do not submit **legal costs** to **us** straight away or take any other action that may harm **your** case) **we** may withdraw cover;
4. **We** will not cover **legal costs**:
 - a. that have not been agreed by **us** or were incurred prior to **us** accepting the **claim**;
 - b. for **claims** arising from:
 - i. faults in the **vehicle** or faulty, incomplete or incorrect service, maintenance or repair of the **vehicle**; or
 - ii. a **road traffic collision** occurring during a race, rally or competition;
5. **We** may withdraw cover if at any point **your claim** has less than a 51% chance of succeeding;
6. **You** must always keep any losses **you** incur to a minimum. Ensure **you** take steps to prevent any loss in the first place and don't do anything that could unnecessarily increase **your** losses or prejudice **your claim**. If **you** do not, **we** may not cover **you** and it may affect **your** ability to **claim**. Please speak to **us** if in doubt;
7. **You** must notify **us** of all offers to settle **your claim**. **We** may withdraw cover if **we** have not provided written authorisation to accept or reject an offer to settle **your claim**;
8. **You** must ensure **you** take steps to prevent any loss in the first place and don't do anything that could unnecessarily increase **your** losses or prejudice **your claim**. If **you** do not, **we** may not cover **you** and it may affect **your** ability to **claim**. Please speak to **us** if in doubt;
9. **We** will need to be able to speak directly to any **legal representative** appointed, or agreed by **us**, even if this is one **you** have chosen;
10. Whilst **we** must appoint the **legal representative**, **you** may choose **your** own if it becomes necessary to start court proceedings, or if there is a conflict of interest. If **you** wish to do this, please tell **us** their name and address so **we** can consider **your** request. **Your** suggested **legal representative** must agree to **our Standard Terms of Appointment**. If for any reason **we** cannot agree to **your** suggested **legal representative**, **we** will ask the Law Society of England and Wales (or similar body) to name one;
11. If **you** have a dispute with **us** or complaint about the service provided by **us** or a **legal representative we** appoint, please let **us** know using **our** complaints procedure. Please note however, this **policy** will not cover any advice or **your legal costs** in connection with this or any **claim** against **us**;
12. **We** may decide not to issue **legal proceedings**, but instead pay **you** directly for **your claim**, for example, where the **legal costs** of **your claim** are greater than the value of **your claim**;
13. If **you** have legal expenses cover with a provider other than **RAC** or if **you** are a member of a trade union and the cover or membership benefits provide cover for **your claim**, **we** will not provide cover.
14. During extreme weather, riots, war, civil unrest, industrial disputes, **our** services can be interrupted. **We** will resume **our** service to **you** as soon as **we** can in these circumstances.

Cancellation of your policy

Please refer to the main cancellation section on page 39 for details.

Complaints

Whilst **we** will make every effort to maintain the highest standards, **we** recognise that there may be some occasions when **we** fail to satisfy the particular requirements of **our** customers. **We** therefore have procedures in place to investigate and remedy any area of concern. Full details of the complaints procedure can be found on Page 10

Your Data

Details of how Swinton handle **your data** can be found on Page 45. If **you** require **our** full **data** privacy notice it is available at: www.rac.co.uk/privacy-policy. Alternatively, a hard copy is available from **us** on request.

EXCESSES:

What you need to pay if you make a claim

If **your car** is stolen or damaged, **you** must pay the amount of the **excess** shown in **your schedule**.

An increased **excess** applies if the driver of **your car** is aged 24 or under or has held a full UK/EU driving licence for less than 12 months.

No **excess** is payable if **you** are claiming under Section 6 – Replacement locks, Section 8 - Personal Accident, Section 9 - Breakdown, Section 10 - Drivers Legal Protection.

You will need to pay the amount of **your excess** to the repairer once any repairs are completed, or **we** will deduct the amount of the **excess** from any settlement payment **we** make to **you**, where **your car** is a **total loss**, or stolen and not recovered.

If **you** make a claim under Section 1 - 8 of **your** policy for the same incident, **you** will only have to pay one **excess** amount. This will be the higher **excess**.

How the excesses work

Where **we** state a limit within the policy for example Personal Belongings at £200, if **you** have a claim which only requires payment from that benefit, **we** will pay up to that limit once **your excess** has been paid. For example, if **you** have a claim of £550 for loss of Personal Belongings and the value of **your excess** is £400 - **we** would ask **you** to pay the first £400 of the claim and **we** would then pay the remaining £150.

Where a claim is for the **market value** of **your car**, the **excess** will be taken from the total amount of the claim. For example; if **your car** has a **market value** of £10,000 and **your excess** is £400 **we** would ask **you** to pay the first £400 of the claim and **we** would then pay £9,600.

What happens if you requested a voluntary excess when you bought your policy?

If **you** chose to add a voluntary **excess**, please be aware that **you** will have to pay this on top of the amount of any other **excess** as shown on **your schedule**. This will mean **you** will have to pay a higher **excess** if **you** need to make a claim.

YOUR NO-CLAIM BONUS:

How your no-claim bonus works

If **you** or any **insured driver** make a claim, even if **you** were not responsible (for example, if **your car** is stolen or damaged by vandals) this will affect **your** no-claim bonus unless **we** are able to recover **our** costs from a responsible third party. **You** could lose part or all of **your** no-claim bonus (see example below). If **you** make a claim, **we** may also increase **your** premium or **excess** when **you** renew **your** policy.

We will not reduce **your** no-claim bonus if **your** claim was purely for damage to **your** windscreen or windows (as set out in Section 4 – Windscreens and windows). **We** will also not reduce **your** no-claim bonus if **your** claim is purely for breakdown (as set out in Section 9 – Breakdown) or legal expenses (as set out in Section 10 – Driver’s Legal Protection).

We apply a step-back policy that reduces **your** no-claim bonus for each claim made when **you** renew **your** policy, depending on the claim or claims made.

The table below shows how **your** no-claim bonus would be affected if **you** made a claim or claims within the **period of insurance**.

Example – Below is an illustration of how your no-claim bonus (NCB) would be affected at renewal if you made a claim or claims during the period of insurance

Number of years' no-claim bonus currently available (without NCB protection)	No-claim bonus at next renewal (without NCB protection)		
	No Claims	One claim within the policy period	Two or more claims within the policy period
0	1	0	0
1	2	0	0
2	3	0	0
3	4	1	0
4	5	2	0
5	6	3	0
6	7	4	0
7	8	5	0
8	9	6	0
9	9	7	0

Note: In the table above a claim is where **we** have made payment for any loss, damage or injury to a third party (save for any payments made under sections 4 or where any costs paid for damage to **your car** cannot be, or have not yet been, recovered).

PROTECTED NO-CLAIM BONUS:

If you have chosen to protect your no-claim bonus

Protecting **your** no-claim bonus allows **you** to make a claim without **your** no-claim bonus being reduced.

If **you** have chosen to protect **your** no-claim bonus this will be shown on **your schedule**, and **you** will only lose **your** no-claim bonus if **you** make more than two claims in any five-year period.

Important note

If **you** or any **insured driver** makes a claim, **we** may also increase **your** premium or **excess** when **you** renew **your** policy even though **your** no-claim bonus remains the same.

The table below shows how **your** no-claim bonus would be affected if **you** made a claim or claims within the **period of insurance** and **you** have chosen to protect **your** no-claim bonus.

Example – Below is an illustration of how **your** protected no-claim bonus would be affected at renewal if **you** made a claim or claims during a five year period. The illustration assumes **you** have had no claims prior to taking out this insurance.

Number of years' no-claim bonus currently available (with NCB protection)	No claim bonus at next renewal (with NCB protection)				
	No Claims	One claim within a five year period	Two claims within a five year period	Three claims within a five year period	Four or more claims within a five year period
4	5	4	4	2	0
5	6	5	5	3	0
6	7	6	6	4	0
7	8	7	7	5	0
8	9	8	8	6	0
9	9	9	9	7	0

Note: In the table above a claim is where **we** have made payment for any loss, damage or injury to a third party (save for payments in relation to sections 4 or where any costs paid for damage to **your car** cannot be, or have not yet been, recovered).

CANCELLING YOUR POLICY:

We want you to be completely happy with your policy, but if you're not, you can cancel this policy. Here's how it works.

If you cancel the policy in the first 14 days (Reflection Period)

If **you** want to cancel **your** policy within 14 days of buying it or receiving **your** documents (whichever happens later) let **Swinton Insurance** know. **We** will refund the premium for the exact number of days left on the policy, unless **you** have made a claim in the **period of insurance** and **we** have been unable to recover **our** costs from an identifiable, third party deemed to be responsible. In which case, **we** will not refund any premium. This 14 day period also applies if **you** add Breakdown and/or Drivers Legal Protection during the **period of insurance**.

We will also do this, if **you** cancel **your** policy within 14 days after the renewal date.

If **you** choose not to renew **your** policy, **you** will not be charged for the renewal period, providing **we** receive **your** cancellation instructions before the renewal date.

If you cancel your policy at any other time

You may cancel **your** policy at any other time by letting **Swinton Insurance** know. If no claim has been made or is anticipated in the **period of insurance**, **we** will refund the premium for the exact number of days left on **your** policy. If **you** have made a claim in the **period of insurance** and **we** have been unable to recover **our** costs from an identifiable, third party deemed to be responsible, **we** will not refund any premium.

When we may cancel your policy

We may cancel **your** policy by sending **you**, or **Swinton Insurance** sending **you**, 7 days' notice to **your** last known address or email address, if **we** have a good reason to cancel **your** policy. Some examples of situations where **we** might do this include:

- **you** not paying a premium when it is due; (**we** will use reasonable endeavours to collect the outstanding amounts before **we** cancel **your** policy);
- **you** not providing proof of no-claim bonus;
- **you** not providing proof of any security devices fitted;
- **you** providing **us** with incorrect information, and failing to put this right when **we** ask **you** to.
- use of threatening or abusive behaviour or language, or intimidation to **our** staff or suppliers

If no claim has been made or is anticipated in the **period of insurance**, **we** will refund the premium for the exact number of days left on the policy. If **you** have made a claim in the **period of insurance** and **we** have been unable to recover **our** costs from an identifiable, third party deemed to be responsible, **we** will not refund any part of **your** premium.

We may also cancel **your** policy where **you** commit or attempt to commit fraud or have committed fraud under another insurance policy. If **we** cancel **your** policy on the grounds of fraud, **we** may cancel immediately and **we** may keep any premium **you** have paid. Please see Fraud condition on page 42 for details.

GENERAL EXCLUSIONS: (applicable to Sections 1 to 8 of your policy)**What we don't cover you for**

These exclusions apply in addition to the exclusions shown under "What **we** don't cover **you** for" in each section of this policy.

Your policy will not provide cover or benefits under the following circumstances

We will not pay for any loss, damage or liability which arises while **your car** is being:

- used for a purpose which is not allowed by **your certificate of insurance** (racing for example);
- driven by, or is in the charge of, a person who has **your** permission to drive and who is not an **insured driver**;
- driven by a person who does not hold a driving licence, unless the person has held and is not disqualified from holding or getting a licence (the person driving the car must be legally entitled to do so);
- driven by a person who is not keeping to the conditions of the driving licence they hold or are entitled to hold (for example, someone driving a car on a provisional licence without having a qualified driver with them);
- driven by a person who has previously been disqualified from driving and has not reapplied for and received their licence from the issuing authority;
- used to take part in a crime (unless **your car** has been stolen);
- used in a place utilised for aircraft taking off, landing, parking or moving including airport service roads that the general public are not allowed to use;
- used in a race, speed trial, rally, track day or similar motor sporting event, or
- used in an unsafe or un-roadworthy condition or without a valid MOT (where one is required).

We will not pay for any loss, damage or liability which is the direct or indirect result of the following.

- War, revolution or any similar event.
- Actual or threatened terrorism or any similar event, or action to control, prevent or stop any terrorist event. (Terrorism is any illegal action involving violence, force or danger to people or property that appears to be intended to:
 - cause fear among the people of a country or state;
 - disrupt any part of the economy of a government, country or state; or
 - affect the policy or conduct of a government.)
- Earthquake, riot or civil disturbance outside Great Britain, the Isle of Man or the Channel Islands.
- Ionising radiation or radioactive contamination from any nuclear fuel or from nuclear waste.
- The radioactive, poisonous, explosive or other dangerous properties of any explosive nuclear equipment or any part of it.
- Pressure waves caused by aircraft or other flying objects travelling at or above the speed of sound (this normally affects people who live in close proximity to airports or military bases).
- Anything harmful contained in any goods or property being towed by, carried on, supplied from, loaded on, or unloaded from **your car**.
- Any harmful or incorrect medical treatment or help given at or from **your car**.

We will not cover any loss, damage or liability which is as a result of a deliberate act by anybody insured by **your** policy.

We will not pay for any legal liability which arises under a contract or agreement unless the person, company or firm claiming cover under **your** policy would have had that liability if the contract or agreement had not existed.

We will not pay for any loss, damage or liability for which legal proceedings have been brought or judgement given in a court outside the United Kingdom, unless the proceedings or judgement are in a foreign country because **your car** was being used in that country and **we** had agreed to provide insurance in that country.

We do not cover any loss, damage or liability arising from an incident if **you** or any **insured driver** is convicted of driving or being in charge of a motor vehicle while under the influence of alcohol or drugs. **We** have the right to recover from **you** any amounts which **we** paid before such conviction or which **we** are required to pay by law.

However, **we** will provide the cover needed under the **Road Traffic Acts** for the events shown above.

We will not cover loss, theft, damage, impairment, disablement or loss of use of the **your** car following a **cyber incident** caused by:

- a) the use of, or failure of, any application, software, or program in connection with **your** car, including driver assistance, safety, security, infotainment or software updates whether authorised or unauthorised;
- b) the use of, or failure of, any electronic device connected to **your** car (for example smartphones, tablets or smartwatches used for navigation, infotainment or any other purpose);
- c) any computer virus, ransomware, code or software;
- d) theft of, loss of access to, or damage to, any telematic device or any electronic **data** (for example files, music or images) wherever it is stored;
- e) any threat, deception or hoax relating to a), b), c), and/or d) above

GENERAL CONDITIONS: (applicable to Sections 1 to 10 of your policy)

It's very important you read this part of your policy, as it details your responsibilities.

Your duty

In order for **us** to provide the cover described in **your** policy, **you** must take care to follow all the terms and conditions of this policy and ensure that all **insured drivers** do so. If **you** or an **insured driver** does not adhere to these terms and conditions, cover may not be provided.

Please also take time to read **your statement of fact, schedule and certificate of insurance.**

If any information is incorrect, or not true to the best of **your** knowledge or belief, or if **you** are unsure, please contact **Swinton Insurance** as soon as possible, as it could affect **your** insurance cover.

If any of the information is incorrect, **we** may take one or more of the following actions.

- cancel **your** policy;
- declare **your** policy void (treating **your** policy as if it had never existed);
- change the terms of **your** policy;
- refuse to deal with all or part of any claim or reduce the amount of any claim payment

Changes in circumstances

You must tell **us** as soon as possible if there are any changes to any of the details **you** have provided **us** with as this could affect **your** insurance cover.

Your statement of fact will show the information **you** have provided **us** with.

Examples of changes are:

- any changes to **your car**, including engine modifications and changes such as fitting alloy wheels, spoilers or skirts;
- any problem to do with the health of any person who will drive **your car** where the DVLA require notification;
- a motoring accident, motor insurance claim, motoring conviction or fixed penalty offence involving any person who will drive **your car**;
- a change in ownership of **your car**;
- a change in use of **your car**;
- if any **insured driver** changes jobs;
- changes to **your** address or the address where **your car** is usually kept; and
- changes to the number of vehicles owned or regularly driven by **you** or by members of **your** family who live with **you**.

Note: The above examples are not exhaustive. If **you** are unsure about anything, please notify **Swinton Insurance** as soon as possible.

If a person whose details **you** have not already given **us** is likely to drive **your car**, **you** must give **us** their full details.

Please note that if **you** or **we** make any changes to **your** policy;

- **you** may have to pay an extra **insurer** premium.
- **you** may receive a partial refund on the **insurer** premium
- **we** may apply an additional **endorsement**; or
- if **we** are no longer able to cover **your** insurance needs **we** may cancel in line with "Cancelling Your Policy"

GENERAL CONDITIONS: (continued)**Other insurance**

(This condition does not apply to section 8: Personal Accident Benefits)

If any other insurance policies cover the same loss, damage or liability as this policy, **we** will only pay **our** share of the amount of any claim.

Taking care of your car and any trailer or caravan towed by your car

You and any **insured driver** must take steps to prevent loss of or damage to any vehicle insured by **your** policy and to keep **your car** and any trailer or caravan towed by **your car** in a safe and roadworthy condition. **We** may examine **your car**, trailer or caravan at any time.

Fraud

If **you** or any **insured driver**:

- makes a claim under this policy which is in any part false or exaggerated;
- supports a claim with a false document or statement;
- makes a claim for any loss or damage as a result of **your** deliberate act or if the loss or damage was caused with **your** agreement or knowledge;
- have committed fraud under any other insurance policy; or
- makes an untrue statement, fails to provide **us** with information **we** have requested or knowingly provides inaccurate information about their circumstances in order to obtain insurance cover.

We may:

- declare the policy void (treating **your** policy as if it had never existed) from the date the fraudulent act was committed;
- not pay any claims which may or may not have been made on **your** policy;
- recover any previous claims paid under **your** policy;
- not return any premium; or
- cancel **your** policy.

We may also inform the police, other financial services and anti-fraud **data**bases

Claims procedure – See Page 9 for more details

After any loss, damage or accident, **you** or any person insured by **your** policy must:

- report the incident as soon as possible by phoning the **Swinton Accident and Claims Service** on **0333 035 9003**;
- give **us** all the information and help that **we** ask for, including details of anyone else involved;
- send **us** every letter, claim, or legal document immediately without answering it; and
- tell **us** immediately if there is to be a prosecution, inquest or other court proceedings.

Arbitration (This condition does not apply to Section 10: Driver's Legal Protection)

If **we** accept **your** claim but **you** do not agree with the amount **we** will pay **you**, **we** will refer the matter to an arbitrator chosen by **you** and **us**. **You** cannot take any action against **us** until **you** and **we** have received the arbitrator's final decision or within 6 weeks of the arbitrator being chosen by **you** and **us**.

Contracts (Rights of Third Parties) Act 1999 (This condition does not apply to Section 10: Driver's Legal Protection)

No third party will have, or be able to enforce any term of **your** policy under the Contracts (Rights of Third Parties) Act 1999, save as provided for under **your** policy. This does not affect the rights or remedies available to a third party, apart from this Act.

GENERAL CONDITIONS: (continued)

Defending or settling a claim

Neither **you** nor any person insured by **your** policy must admit liability for any loss or damage, or make any offer to pay any claim.

We are entitled to:

- take over and defend or settle any claim in the name of any person, company or firm insured by **your** policy; take legal action in **your** name, or in the name of any person, company or firm insured by **your** policy, to get back any payment **we** make under **your** policy; and decide how to carry out these claims.

Car sharing

Your policy does not insure anyone to use **your car** for hire or reward. However, if passengers in **your car** make a payment towards the cost of a journey, **we** will not class this as use for hire or reward if:

- your car** is not designed or adapted to carry more than seven people including the driver;
- the passengers are not being carried in the course of the business of carrying passengers; and
- the total of the payments made by all the passengers does not include a profit.

Service and repair

Your policy will continue to provide insurance cover for **you** under section 2 while **your car** is with motor traders or their employees being serviced or repaired. (**We** will ignore any restriction in use on **your certificate of insurance** which excludes use for motor-trade purposes under these circumstances.) However, the insurance cover for other people, companies or firms referred to in section 2 will not apply.

Our right to recover payment from you

If **we** have to settle the claim under the law of any country and **we** would not have paid that claim under the terms of the policy, **we** can recover from **you** the amount of any payment **we** have had to make.

RENEWING YOUR POLICY

At renewal please take time to read **your** renewal notice and **schedule**. If any information is incorrect or not true to the best of **your** knowledge or belief or **your excesses** and/or **endorsements** no longer suit **your** needs, or **you** are unsure, please contact **Swinton Insurance** as soon as possible as this could affect **your** insurance cover and the renewal terms offered.

Swinton Insurance may automatically renew **your** policy on the renewal date. If **Swinton Insurance** automatically renew **your** policy, they may place **your** policy with a different insurance company to ensure **you** receive the most competitive premium available to **Swinton Insurance** for **you** for the same cover benefits that would apply. If **Swinton Insurance** do this, they will write to **you** before the renewal date with details of the insurance company and the renewal terms.

If **you** pay **your** premium by direct debit, **Swinton Insurance** will continue to take payments from **your** bank account for the renewal premium.

If **you** do not want to renew, **you** must tell **Swinton Insurance** before the renewal date. **Swinton Insurance** will refund any payment that was taken for the renewal premium. If **you** do not want to renew, but **you** only tell **Swinton Insurance** after the renewal date, **we** will work out the refund as though **you** had cancelled the policy as shown in **Cancelling your policy** page 39. **We** will refund the premium for the exact number of days left on the policy, unless **you** have made a claim in which case **we** may not refund any premium.

Privacy and Data Policy

Important Note: The definitions used within this document do not apply to this section.

This section is a summary of **Swinton Insurance's** Privacy Policy. The complete Privacy Policy can be found online at <http://www.swinton.co.uk/privacy-policy/> and contains a full and detailed explanation of what **we** do with **your** personal **data** and **your** rights. If **you'd** like a copy of this, but do not have access to the internet, please contact **us** 0333 035 9012.

Swinton Insurance will process **your** details for contractual purposes in order to provide **you** with insurance quotes, set up and maintenance of **your** insurance policies including conducting fraud and credit checks as necessary.

Swinton will delete personal **data** in line with its retention policies. Personal **data** will be retained for the minimum amount of time necessary for each type of activity that **we** conduct. These activities are explained in more detail in the Privacy Policy.

Information including **your** personal **data** needs to be shared between different providers, including **insurers**, price comparison websites, other brokers and those involved in claims management. Each of these companies may also be **data** controllers of **your** personal **data** in their own right and this is explained in more detail in the Privacy Policy.

It is important the information **we** hold about **you** is accurate, if **you** need **us** to update, erase or correct **your** details then **you** can contact **us** on 0333 035 9012 or online at <http://www.swinton.co.uk/contact-us/customer-feedback/>.

In order to prevent or detect fraud **we** will check **your** details with various fraud prevention agencies and anti-fraud registers, who may record a search. Searches may also be made against other **insurers' databases**. These checks include processing conducted automatically by computers and may affect pricing and/or **our** ability to quote for insurance.

Swinton Insurance may contact **you** by post and telephone for **our** legitimate marketing purposes in order to let **you** know about products and services which may be of interest to **you**. With **your** consent **we** may from time to time also contact **you** by SMS or email with details of other products and services.

If **you** would like to opt-out of receiving marketing correspondence of any kind, **you** can let **us** know at any time by clicking on unsubscribe links, following SMS unsubscribe instructions, writing to **us**, calling **us** on 0333 035 9012, or online at <http://www.swinton.co.uk/contact-us/customer-feedback/>.

Swinton Insurance do not sell or pass **your** personal **data** to any third parties for the purposes of marketing their own products or services.

From time to time **we** may need to process some of **your** information using third parties located in countries outside of the European Economic Area ("EEA"). If **your** information is processed outside the EEA, **we** will take all necessary steps to ensure it is adequately protected. This includes ensuring there is a contractual agreement in place with the third parties which provides the same level of protection as required by the **data** protection regulation in the UK and EEA.

You may request details of the information **we** hold about **you** by submitting a **data** subject request or request erasure or withdrawal of **your** consent, at any time by writing to the **Data** Protection Officer, Customer Assistance, **Swinton Insurance**, Embankment West Tower, 101 Cathedral Approach, Salford, M3 7FB. If **you** wish to exercise this right with any of **our insurers** or price comparison websites **you** will need to write to them directly. Please contact **us** on the above telephone number or visit <http://www.swinton.co.uk/privacy-policy/> for more details.

If **Swinton Insurance** have failed to resolve a problem or **you** are not happy with the manner in which **we** have processed **your** personal **data**, then **you** have a right to lodge a complaint with the Information Commissioner at Wycliffe House, Water Lane, Wilmslow SK9 5AF, or via <https://ico.org.uk/global/contact-us/>.

The **insurers** detailed in **your schedule** and under the definition of **We, us, our, Insurers** on page 8 should also have their own Privacy Policy or Fair Processing Notice.

If **you** require details on how they will handle **your** personal **data**, **you** can visit their website for further details.

MORE INFORMATION

Other things you should know and how what we do is regulated

Registration and Regulatory Information

Swinton Insurance is a trading name of Atlanta Insurance Intermediaries Limited. Authorised and Regulated by the Financial Conduct Authority under firm reference number 309599. Company registration number: 756681. Registered address: Embankment West Tower, 101 Cathedral Approach, Salford, M3 7FB.

Details of the **insurers** for Sections 1 to 8 of **your policy** are held within **your schedule**.

The **Insurer** of Section 9 is Inter Partner Assistance S.A. UK Branch.

The **Insurer** of Section 10 is RAC Insurance Limited and RAC Motoring Services.

Financial Services Compensation Scheme

The Insurers and **Swinton Insurance** are all covered by the Financial Services Compensation Scheme (FSCS). **You** may be able to get compensation from the FSCS if the **Insurer** cannot meet **their** obligations. Compulsory Motor Insurance is covered for 100% of the claim without any upper limit. **You** can get more information about this at www.fscs.org.uk or **you** can phone the FSCS on 0800 678 1100 or 0207 741 4100. **You** can check this on the Financial Services Register by visiting the FCA's website www.fca.org.uk/register.

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 police, the Driver and Vehicle Licencing Agency (DVLA), the Driver and Vehicle Agency (DVA), the Insurance Fraud Bureau and certain other authorised organisations may use the MID and the information stored on it for purposes including:

- electronic licensing;
- continuous insurance enforcement (to reduce the number of people driving without insurance);
- enforcing the law (preventing, detecting, cautioning or prosecuting offenders); and
- providing government services or other services aimed at reducing the number of **uninsured drivers**.

If **you** are involved in a road traffic accident (either in the United Kingdom, the European Economic Area or certain other territories), **insurers** and the MIB may search the MID for relevant information.

People (including citizens of other countries) making an insurance claim following a road traffic accident (and their appointed representatives) may also get relevant information which is held on the MID. **You** can find out more about this from **us**, or at www.mib.org.uk.

It is vital that **your** correct registration number is shown on the MID. If it is not, **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.

Law

English law will apply to **your** policy and the English courts shall have jurisdiction in any dispute unless **you** and **we** agree to apply the governing law and jurisdiction of the state in which **you** are a resident within the UK. **We** supply the policy documents only in English and will always communicate with **you** in English.

Cheatline

To report insurance fraud, please call Cheatline on 0800 422 0421.

You can also report insurance fraud online at: www.insurancefraudbureau.org/cheatline/

We and **Swinton Insurance** may record phone calls for training and monitoring purposes.

Swinton Insurance

Embankment West Tower,
101 Cathedral Approach,
Salford,
M3 7FB

www.swinton.co.uk

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Customer Service

0333 035 9100

Claims Helpline

0333 035 9003

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