

# Car Insurance Swinton Premier



**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				
				
Misfuel cover	Personal belongings	Legal liability cover, costs and expenses	Windscreen & window repairs or replacement	Courtesy car, or hire vehicle
				
Return Your Excess Insurance	Driving your car abroad	Drivers Legal Protection	Transport for you and your passengers to get you home	Recovery costs to the nearest approved repairer, or storage in a safe place

OPTIONAL EXTRAS	
	
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><b>Managing your policy your way</b>  <b>You can make changes to your policy online 24/7</b></p> <ul style="list-style-type: none"> <li>• It's easy to register for My Account</li> <li>• Register using <b>your</b> Policy Number, D.O.B. and Postcode</li> <li>• <b>You</b> can view and print policy documents whenever needed</li> <li>• Make policy changes safely and securely</li> <li>• <b>Visit</b> <a href="http://www.swinton.co.uk/myaccount">www.swinton.co.uk/myaccount</a></li> </ul> <p>Alternatively, <b>you</b> can visit our 'Contact Us' page at <a href="http://www.swinton.co.uk/contact-us">www.swinton.co.uk/contact-us</a> for details and phone numbers to make a payment, make a claim, cancel <b>your</b> policy or make a complaint. <b>You</b> can also request copies of <b>your</b> policy documentation in braille, large print or audio format.</p>	
Accident and Claims Helpline	<p><b>0333 035 9003</b>                  Open 24 hours a day, 7 days a week</p>	<p>If <b>you</b> or anyone insured under <b>your</b> policy needs to make a claim under Sections 1 to 3, 5 to 12 and 14 of <b>your</b> policy, it's open 24 hours a day.</p>
Windscreen Claims Helpline	<p><b>0333 035 9003</b>                  24 hours a day, 7 days a week</p>	<p>If <b>you</b> need to make a claim, (Section 4 of this policy), please telephone this number it's open 24 hours a day.</p>
Return Your Excess Insurance	<p><b>0333 005 1807</b>                  Opening Hours: Monday to Friday 9am to 5.30pm.</p>	<p>Fault and partial fault claims are proactively processed on your behalf. To talk to us about a claim under Section 15 of your policy, please telephone this number.</p>
Breakdown Helpline	<p><b>0333 035 9008</b>                  Open 24 hours a day, 7 days a week</p>	<p>If <b>your schedule</b> states that Section 13 (Breakdown) is included, and <b>your</b> vehicle breaks down, please telephone this number.</p>
European Breakdown Helpline	<p><b>+44 (0) 1737 815 032</b>                  Open 24 hours a day, 7 days a week</p>	<p>If <b>your schedule</b> states that Section 13 (UK, Home &amp; European Breakdown)) is included, and <b>you</b> have a breakdown in Europe, please telephone this number. <b>You</b> may have to pay a charge if <b>you</b> use a mobile phone to call this number. It's open 24 hours a day.</p>
Breakdown text messaging	<p><b>+44 (0) 7624 808 266</b></p>	<p>Text messaging is available if <b>you</b> 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><b>0333 035 9960</b>                  Open 24 hours a day, 7 days a week</p>	<p>If <b>you</b> or anyone insured under <b>your</b> policy needs to make a claim under Sections 14: Drivers Legal Protection, for Motor Prosecution Defence, Motor vehicle Consumer Disputes, Motor Insurance Database Disputes, Vehicle Identity Theft or <b>you</b> 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 14 of <b>your</b> policy, there is a cost for this assistance which <b>you</b> will need to pay for. However, as a <b>Swinton Insurance</b> customer, <b>you</b> benefit from a discounted rate with <b>our</b> 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 - 12 and 15.
- the general conditions section, which apply to Sections 1 - 15.
- Sections 14, as this section has its own general exclusions and general conditions.
- Section 15, as this section has its own general exclusions and general conditions.

If **your schedule** states that Section 13 is included, this section also has its own general exclusions and general conditions, so please also take some time to read these.

## 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 13, 14 and 15 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 12 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 13, 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 14 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.

In relation to Section 15, this policy is arranged by Motorplus Limited t/a Coplus and underwritten by Collinson Insurance. This Insurance is effected in England and is subject to the Laws of England and Wales.

Collinson Insurance (a trading name of Astrenska Insurance Limited) is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority in the United Kingdom, under Firm Reference Number 202846. Registered in England number 01708616.

Motorplus Limited t/a Coplus are authorised and regulated by the Financial Conduct 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 to do if you have an Excess Insurance Claim (section 15)**

Fault and partial fault claims are proactively processed on your behalf, for more information regarding claims please refer to Section 15 of your policy page 42.

**What should you or anyone insured under your policy do if they need to make any other type of claim under sections 1 - 12 and 14?**

- 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 Database 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](http://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](http://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/](http://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><b>Section 1a:</b> Loss of or damage to <b>your car</b> if <b>your car</b> is not a <b>total loss</b>.</p> <p>If <b>your car</b> has been involved in an insured incident and is not a <b>total loss</b>, <b>we</b> will repair <b>your car</b>.</p> <p><b>We</b> will insure <b>you</b> against loss of or damage to <b>your car</b> caused by:</p> <ul style="list-style-type: none"> <li>accidental or malicious damage;</li> <li>fire; or</li> <li>theft or attempted theft.</li> </ul> <p><b>We</b> can choose to use parts or accessories, which aren't supplied by <b>your car</b> manufacturer but are of a similar type and quality to the parts and accessories <b>we</b> are replacing. If any part or accessory is not available the most <b>we</b> will pay for that part will be the cost shown in the manufacturers last United Kingdom price list, plus the fitting cost. If the part is not listed in the manufacturers last United Kingdom price list <b>we</b> will pay the cost of an equivalent part plus the fitting cost.</p> <p><b>You</b> will have to pay the repairer the amount of the <b>excess</b> as shown in <b>your schedule</b>.</p> <p>All repairs carried out by <b>our</b> approved repairer will have a workmanship guarantee for 5 years so long as <b>you</b> own <b>your car</b>.</p> <p><b>You</b> must provide a police crime reference number if <b>you</b> wish to claim for loss or damage as a result of theft, attempted theft or malicious damage.</p>	<p><b>Section 1b:</b> Loss of or damage to <b>your car</b> if <b>your car</b> is a <b>total loss</b>.</p> <p>If <b>your car</b> has been in an incident and is a <b>total loss</b> or been stolen and not recovered.</p> <p><b>We</b> will insure <b>you</b> against loss of or damage to <b>your car</b> caused by:</p> <ul style="list-style-type: none"> <li>accidental or malicious damage;</li> <li>fire; or</li> <li>theft or attempted theft.</li> </ul> <p>If <b>your</b> claim is settled by a cash payment, <b>we</b> will pay up to the <b>market value</b> of <b>your car</b> (as it is at the time of the loss or damage) less the <b>excess</b> shown in <b>your schedule</b>. <b>We</b> will pay this amount against any outstanding finance or credit agreement first.</p> <p>If <b>we</b> replace <b>your car</b> or pay <b>you</b> the <b>market value</b>, <b>your car</b> will become <b>our</b> property.</p> <p>If <b>your car</b> has a private registration number plate, <b>we</b> will give <b>you</b> 30 days from the date a settlement is agreed to transfer that private registration number onto a DVLA Retention Certificate in <b>your</b> name. If <b>you</b> do not tell <b>us</b> that <b>you</b> want to keep the private registration number plate, <b>we</b> will dispose of it with <b>your car</b>.</p>
BENEFITS YOU RECEIVE	
NOT A TOTAL LOSS (Section 1a)	TOTAL LOSS (Section 1b)
<p> <b>Courtesy car</b></p> <p><b>You</b> will be provided with a small hatchback car with an engine size less than 1.2cc while <b>your car</b> is being repaired by one of <b>our</b> approved repairers. The courtesy car will be covered under the same terms and conditions as set out in <b>your</b> policy. <b>You</b> must only use the courtesy car in the <b>territorial limits</b> and under the approved provider's terms of use. If <b>you</b> require a car with an automatic gearbox please inform <b>us</b> when <b>you</b> first report <b>your</b> claim.</p>	<p> <b>Hire vehicle</b></p> <p>If <b>your car</b> is not driveable and a <b>total loss</b> following an insured incident where there is no identifiable third party responsible or is stolen and not recovered <b>we</b> will arrange for a small hatchback with an engine size less than 1.2cc for up to 14 days, or up until a settlement has been agreed (whichever is earliest). The hire vehicle will be covered under the same terms and conditions as set out in <b>your</b> policy. <b>You</b> must only use the hire vehicle in the <b>territorial limits</b> and under the approved provider's terms of use. If <b>you</b> require a car with an automatic gearbox please inform <b>us</b> when <b>you</b> first report <b>your</b> claim.</p>
<p> <b>Storage</b></p> <p><b>We</b> will pay for storage charges for <b>your car</b> as long as <b>you</b> have told <b>us</b> about them beforehand and <b>we</b> have agreed that they are reasonable.</p>	

BENEFITS YOU RECEIVE	
NOT A TOTAL LOSS (Section 1a)	TOTAL LOSS (Section 1b)
<p> <b>Recovering your car</b></p> <p>If <b>your car</b> is damaged and it can't be driven, <b>we</b> will pay the cost of moving <b>your car</b> to the nearest approved repairer or place where it can be stored safely. If the repairer is within the <b>territorial limits</b>, <b>we</b> will also pay the cost of returning <b>your car</b> home after it has been repaired.</p>	
<p> <b>You and your passengers</b></p> <p><b>We</b> will make sure that <b>you</b> and <b>your</b> passengers are taken home if <b>your car</b> is not road worthy after an incident. This is in addition to cover supplied under Section 8.</p>	
<p> <b>Misfuelling</b></p> <p>If <b>you</b> or an <b>insured driver</b> fills <b>your car</b> accidentally with the wrong grade or type of fuel, <b>we</b> will pay up to £2,500 in addition to the policy <b>excess</b> to drain and flush <b>your</b> fuel tank and repair any damage caused to <b>your car</b> or the <b>market value</b> whichever is the lesser. This cover will be provided for one claim only in the <b>period of insurance</b>.</p>	
<p> <b>Audio equipment or satellite navigation (sat nav) equipment</b></p> <p><b>We</b> will pay the cost of repairing or replacing audio or satellite navigation equipment that was permanently fitted as standard when <b>your car</b> was first registered and <b>we</b> will also pay up to £500 in addition to the policy <b>excess</b> for permanently fitted audio equipment and satellite navigation equipment that was not fitted to <b>your car</b> when it was first registered.</p>	
<p> <b>New car replacement</b></p> <p>If <b>your car</b> is less than 12 months old and <b>you</b> have owned <b>your car</b> from the date of first registration (<b>we</b> consider cars pre-registered with the dealer which have a mileage of less than 250 miles to meet this criteria), <b>we</b> will replace <b>your car</b> with a new one of the same make, model and specification if available within the <b>territorial limits</b>, if <b>your car</b>:</p> <ul style="list-style-type: none"> <li>has been stolen and not recovered; or</li> <li>has been damaged and the cost of repairing <b>your car</b> is more than 60% of the list price in the <b>territorial limits</b> including taxes.</li> </ul> <p>If <b>you</b> are still paying for <b>your car</b> under a finance agreement, <b>we</b> will need the finance company's permission to settle the claim in this way.</p> <p>If a new car of the same make, model and specification is not available within the <b>territorial limits</b>, <b>we</b> will settle <b>your</b> claim by giving <b>you</b> a cash payment equal to the <b>market value</b> of <b>your car</b> at the time of the loss or damage.</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
- 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 pay for:

- More than £2,500 to repair any loss or damage caused if **you** or an **insured driver** fills **your car** accidentally with the wrong grade or type of fuel or the **market value** whichever is the lesser
- More than one claim for mis-fuel in the **period of insurance**
- The cost of any lost fuel.
- A hire vehicle unless **your car** is not driveable and is a **total loss**
- A hire vehicle if there is an identifiable third party responsible (please see Section 14: Driver's Legal Protection for cover available in this circumstance)
- A hire vehicle for more than 14 days, or once a settlement has been agreed (whichever is earliest)

**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**



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

**Legal liability**

**We** will cover **your** 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
- **you** or an **insured driver** driving a hire vehicle supplied by **us** while a settlement is being agreed as a direct result of damage covered by **your** policy.

**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;



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

**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
<p><b>Cyber Liability Cover</b></p> <p>Following a <b>cyber incident we</b> will pay any amounts <b>you</b> may legally have to pay under the <b>Road Traffic Acts</b> subject to the limits stated under this section for causing death or bodily injury to other people or property damage, due to:</p> <ol style="list-style-type: none"> <li>1. The use of, or failure of, any application, software or program in connection with <b>your</b> car (including any driver assistance, safety or security systems);</li> <li>2. Any computer virus, ransomware, code or software affecting any electronic systems fitted to <b>your</b> car by the original vehicle manufacturer;</li> <li>3. Any threat, deception or hoax relating to 1 and/or 2 above; subject to the terms, conditions, limitations and exclusions of this policy.</li> </ol>	

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

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

 WHAT WE COVER YOU FOR	 WHAT WE DON'T COVER YOU FOR
 <b>Section 5: Personal belongings.</b>	
If <b>your</b> personal belongings have been lost or damaged.	
<p><b>We</b> will pay for loss of or damage to personal belongings in <b>your car</b> owned by <b>you</b> or the <b>insured driver</b>.</p> <p><b>Benefits you receive.</b> <b>Personal belongings.</b> <b>We</b> will provide cover up to £200 in addition to the policy <b>excess</b>.</p>	<p><b>We</b> will not pay for the following:</p> <ul style="list-style-type: none"> <li>• there is no cover for personal belongings if there is no claim under Section 1 of <b>your</b> policy for the same incident.</li> <li>• loss of or damage to money, jewellery, stamps, tickets or documents.</li> <li>• loss of or damage to tools, goods or samples carried in connection with any business.</li> <li>• theft of personal belongings, unless they are hidden in a glove box, boot or luggage compartment and <b>your car</b> is locked when it is unattended.</li> <li>• theft of personal belongings from a soft-topped or convertible vehicle unless they are stolen from a locked boot or locked glove compartment.</li> <li>• theft of personal belongings unless all doors, windows and other openings on <b>your car</b> are locked, and it is broken into by force.</li> <li>• loss or damage due to wear and tear or loss in value.</li> <li>• loss of or damage to property that is covered under any other policy (a household or travel policy for example).</li> <li>• More than £200 in respect of any one incident.</li> </ul>
 <b>Section 6: Replacement locks.</b>	
<p>If <b>your keys</b> are lost or stolen and not recovered <b>we</b> will pay to replace the key, ignition, door and boot locks on <b>your car</b>, providing it can be established that the identity of the garaging address of <b>your car</b> is known to the thief.</p> <p><b>Benefits you receive.</b> You won't lose your no-claim bonus.</p> <p>If <b>you</b> claim under this section of <b>your</b> policy only, <b>your</b> no-claim bonus will not be affected.</p> <p><b>Replacement Locks</b> <b>We</b> will provide cover up to £750.</p> <p><b>No excess to pay</b> If <b>you</b> claim under this section of <b>your</b> policy only, <b>you</b> do not have to pay any <b>excess</b>.</p> <p><b>Courtesy car</b> <b>You</b> will be provided with Replace with a small hatchback car with an engine size less than 1.2cc while <b>your car</b> locks are being replaced under the terms shown in Section 1a – Courtesy Car.</p>	<p><b>We</b> will not pay this benefit if <b>your keys</b> are left in or on <b>your car</b> at the time of the theft; and</p> <p><b>We</b> will not pay more than <b>your car's market value</b>.</p> <p><b>We</b> will not provide a courtesy car if <b>your car</b> is not being repaired by one of <b>our</b> approved repairers.</p>

 WHAT WE COVER YOU FOR	 WHAT WE DON'T COVER YOU FOR
<p> <b>Section 7: Uninsured driver cover.</b></p> <p>If <b>you</b> are involved in an accident that is not <b>your</b> fault and the person responsible for the accident is not insured.</p>	
<p>If <b>you</b> are involved in an accident that is not <b>your</b> fault and the person responsible for the accident is not insured, <b>your</b> no-claim bonus will be reinstated and the amount of <b>your excess</b> that <b>you</b> paid will be refunded to <b>you</b>.</p> <p>For this benefit to apply, <b>you</b> must provide <b>us</b> with the:</p> <ul style="list-style-type: none"> <li>• vehicle registration and the make/model of the other vehicle, and</li> <li>• the details of the other vehicle's driver.</li> </ul> <p><b>You</b> may initially have to pay the amount of <b>your excess</b> and lose <b>your</b> no-claim bonus whilst investigations are ongoing, but if <b>we</b> establish the other driver is uninsured and the accident is the responsibility of the uninsured driver, <b>we</b> will refund the amount of <b>your excess</b>, reinstate <b>your</b> no-claim bonus and refund any additional premium <b>you</b> may have paid.</p> <p><b>Benefits you receive.</b> Your excess will be refunded. If <b>your</b> claim falls under this section of <b>your</b> policy, <b>you</b> will be refunded the amount of any <b>excess</b> paid.</p> <p>Your no-claim bonus is recoverable</p> <p>If <b>your claim</b> falls under this section of <b>your</b> policy, <b>your</b> no-claim bonus will be reinstated.</p>	<p>These benefits will not apply if <b>we</b> are unable to trace the person responsible for the accident.</p> <p>These benefits will not apply if it is proven that <b>you</b> caused the accident.</p>
<p> <b>Section 8: Onward Travel.</b></p>	
<p>In addition to the cover under Section 1 – You and your passengers, if <b>your car</b> is not roadworthy after an incident and <b>you</b> cannot complete <b>your</b> journey, <b>we</b> will refund the cost of overnight accommodation or travel expenses to complete <b>your</b> journey for <b>you</b> and <b>your</b> passengers.</p> <p><b>You</b> must provide a receipt for the cost of overnight accommodation or travel expenses before <b>we</b> will make this payment.</p> <p><b>Benefits you receive.</b> Accommodation or travel expenses.</p> <p><b>We</b> will pay up to £50 per person (up to £300 in total).</p>	
<p> <b>Section 9: Child car seats.</b></p>	
<p>If <b>you</b> have a child car seat fitted in <b>your car</b> and <b>your car</b> is involved in an incident, as long as <b>you</b> are making a claim under section 1 of <b>your</b> policy, <b>we</b> will pay towards the cost of replacing the child car seat.</p> <p><b>Benefits you receive.</b> Child car seats.</p> <p><b>We</b> will pay up to £100 per child car seat to cover the cost of replacing them.</p>	<ul style="list-style-type: none"> <li>• There is no cover for child car seats if there is no claim under Section 1 of <b>your</b> policy for the same incident.</li> </ul>

 WHAT WE COVER YOU FOR	 WHAT WE DON'T COVER YOU FOR
<p> <b>Section 10: Foreign travel.</b></p> <p>When <b>you</b> are outside the UK, here's what <b>you</b> are covered for, and what <b>you</b> are not covered for.</p>	
<p><b>Driving your car abroad on minimum insurance cover.</b></p>	
<p><b>Your</b> policy provides the minimum cover <b>you</b> need by law for civil liability to other people while <b>your car</b> 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 <b>territorial limits</b> is higher than the minimum compulsory insurance in the country where <b>your car</b> is being used, <b>we</b> will provide the compulsory insurance which applies in the <b>territorial limits</b>.</p> <p><b>Benefits you receive</b></p> <p><b>You</b> have the minimum compulsory motor insurance cover needed by law to protect <b>you</b> against any legal liability when driving abroad in the countries listed above.</p>	
<p><b>Driving your car abroad with comprehensive cover.</b></p>	
<p><b>Your</b> policy automatically provides the cover shown on <b>your schedule</b> for up to 90 days within the <b>period of insurance</b> while <b>you</b> are using <b>your car</b> in the countries listed in this section, as long as:</p> <ul style="list-style-type: none"> <li>• <b>your car</b> is taxed and registered in the <b>territorial limits</b>;</li> <li>• <b>your car</b> is normally kept in the <b>territorial limits</b>;</li> <li>• <b>you</b> have a permanent home in the <b>territorial limits</b>; and</li> <li>• no one trip is longer than 30 days</li> </ul> <p>If <b>you</b> permanently live in Northern Ireland, <b>you</b> have foreign use cover, as shown on <b>your schedule</b>, which is extended for up to 365 days in the Republic of Ireland only.</p> <p><b>Your</b> policy provides cover while <b>your car</b> is being transported by rail or a sea route (including while it is being loaded and unloaded) between any countries in which <b>your</b> policy provides cover, as long as:</p> <ul style="list-style-type: none"> <li>• <b>you</b> are travelling with <b>your car</b>;</li> <li>• the total time taken to transport <b>your car</b> is not more than 65 hours (including any stopovers during the journey); and</li> <li>• the purpose of transporting <b>your car</b> is not to permanently export it.</li> </ul> <p><b>Benefits you receive.</b> Full policy cover outside the territorial limits.</p> <p><b>You</b> can use <b>your car</b> in the countries listed under this section for up to 90 days if <b>your</b> cover is comprehensive in any one <b>period of insurance</b>.</p>	<ul style="list-style-type: none"> <li>• any single trip of more than 30 days</li> <li>• Anything which is not covered under section 1 and 2 of <b>your</b> policy is not covered under this section.</li> <li>• There is no insurance cover in countries that are not listed in this section.</li> <li>• The use of the courtesy car or hire vehicle outside the United Kingdom.</li> <li>• The driving other cars section of <b>your</b> policy (Section 3) does not apply if <b>you</b> drive outside of the <b>territorial limits</b>.</li> </ul>
<p><b>Important to Note</b></p> <p><b>You</b> must take <b>your</b> certificate of insurance with <b>you</b> when taking <b>your car</b> to any of the countries listed in this section.</p>	

 WHAT WE COVER YOU FOR	 WHAT WE DON'T COVER YOU FOR
<p><b>£ Section 11: Personal accident benefits.</b></p>	
<p><b>We</b> will pay £5,000 if <b>you</b> or <b>your spouse</b> is accidentally killed or suffers an injury described below while travelling in, or getting into or out of, <b>your car</b> or any private motor car.</p> <p><b>Benefits payable</b>                      If <b>you</b> or <b>your spouse</b> dies – £5,000                      If <b>you</b> or <b>your spouse</b> suffers an injury (see below):</p> <ul style="list-style-type: none"> <li>total and permanent loss of sight in one or both eyes – £5,000</li> <li>total and permanent loss of use of one or both hands or one or both feet – £5,000</li> </ul> <p><b>No excess to pay</b>                      If <b>you</b> claim under this section of <b>your</b> policy only, <b>you</b> do not have to pay any <b>excess</b>.</p>	<p><b>We</b> will not pay the benefit if the injury or death:</p> <ul style="list-style-type: none"> <li>is the result of suicide or attempted suicide;</li> <li>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);</li> <li>happens as a result of someone not wearing a seat belt when they have to by law; or</li> <li>happens more than three months after the date of the accident or is not a direct result of the accident.</li> </ul> <p><b>We</b> will not pay the benefit if the injury is not listed above.</p> <p><b>We</b> will not pay the benefit if <b>you</b> are a company or firm.</p> <p><b>We</b> will not pay more than £5,000 per person in any one <b>period of insurance</b>, and <b>we</b> 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 <b>us</b>.</p>
<p><b>📄 Section 12: Medical expenses.</b></p>	
<p>If <b>you</b> have any medical expenses to pay following an incident <b>we</b> will refund medical expenses in addition to the cost of emergency treatment the <b>Road Traffic Acts</b> say that must be made for each injured person if <b>you</b> or anyone in <b>your car</b> is injured as a result of an incident involving <b>your car</b>.</p> <p><b>Benefits you receive.</b> <i>Medical expenses.</i>  <b>We</b> will pay up to £250 for each injured person in addition to the policy <b>excess</b>.</p>	<p>The cost of emergency treatment the <b>Road Traffic Acts</b> say must be paid. This is covered under Section 2 – Legal Liability to Others.</p>
<p><b>Important to Note</b>  <b>You</b> must provide a receipt or invoice before <b>we</b> will give <b>you</b> a refund for medical expenses.</p>	



**Section 13: 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, the Channel Islands and the Republic of Ireland (if **you** are a resident in Northern 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	X	✓	✓	✓
Car hire for up to 24 hours	X	✓	✓	✓
Overnight accommodation	X	✓	✓	✓
Roadside Assistance within one quarter mile from home	X	X	✓	✓
European cover	X	X	X	✓
Repatriation to UK of vehicle, occupants or both	X	X	X	✓

**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	✓
<b>General Exclusions and General Conditions applicable to this Section</b>	
Please refer to pages 50-51 and 52-54 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.

- |   |  |
|---|--|
| <ul style="list-style-type: none"> <li>• If <b>your vehicle</b> breaks down more than one quarter mile from <b>your home</b>, <b>we</b> will arrange and pay for a breakdown vehicle to come to <b>your vehicle</b> and <b>our authorised operator</b> will spend up to one hour's labour (where safe and legal to do so) to try to get it working again.</li> <li>• If the <b>vehicle</b> cannot be made safe to drive at the place <b>you</b> have broken down, <b>we</b> will arrange for the <b>vehicle</b>, <b>the driver</b> and <b>passengers</b> to be recovered to a repairer or a destination of <b>your</b> choice within 20 miles of where <b>you</b> have broken down.</li> <li>• If <b>you</b> break <b>your vehicle keys</b>, <b>we</b> will recover <b>your vehicle</b> and <b>passengers</b> to <b>our Authorised Operator's</b> base or <b>Home</b>/local repairer within 20 miles. <b>You</b> will have to pay all other costs</li> <li>• <b>We</b> will pass on up to two messages to either <b>your home</b> or place of work to tell them about <b>your</b> or <b>passengers'</b> situation.</li> </ul> | <ul style="list-style-type: none"> <li>• A <b>breakdown</b> at or within one quarter mile from <b>your home</b>.</li> <li>• Loss or damage when <b>your vehicle</b> is outside the UK.</li> <li>• More than two claims from a similar fault on the same <b>vehicle</b> during period of policy.</li> <li>• Anything mentioned in <b>General Exclusions and General Conditions</b> applicable to this section.</li> <li>• The cost of any parts.</li> </ul> |
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 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.

 <b>WHAT WE COVER YOU FOR</b>	 <b>WHAT WE DON'T COVER YOU FOR</b>
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<p> <b>3. UK &amp; Home Breakdown.</b></p> <p>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 <b>your schedule</b> and if <b>you</b> have paid the premium.</p> <ul style="list-style-type: none"> <li>• If the <b>vehicle</b> breaks down anywhere at or within one quarter mile from <b>your home</b>, <b>we</b> will arrange and pay for a breakdown vehicle to come to <b>your vehicle</b> and <b>our authorised operator</b> will spend up to one hour's labour to try to get the <b>vehicle</b> working again. <b>We</b> will try to mobilise <b>your vehicle</b> when it is safe and legal to do so.</li> <li>• If the <b>vehicle</b> cannot be safely repaired to drive at the place <b>you</b> have broken down, <b>we</b> will arrange for the <b>vehicle</b>, the <b>driver</b> and <b>passengers</b> to be taken to a suitable local garage (within 20 miles) for it to be repaired. <b>You</b> must pay the costs of any repairs.</li> </ul>	<ul style="list-style-type: none"> <li>• Loss or damage when the <b>vehicle</b> is outside the UK.</li> <li>• Anything mentioned in <b>General Exclusions and General Conditions</b> applicable to this Part.</li> </ul>
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 **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**.

 <b>WHAT WE COVER YOU FOR</b>	 <b>WHAT WE DON'T COVER YOU FOR</b>
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- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li>• If <b>your vehicle</b> has a <b>breakdown</b>, <b>we</b> will arrange for an <b>authorised operator</b> to come to where the <b>vehicle</b> is (for up to one hour) to try to get the <b>vehicle</b> working again.</li> <li>• If <b>your vehicle</b> cannot be made safe to drive at the place <b>you</b> have broken down, <b>we</b> will arrange and pay for <b>your vehicle</b>, the <b>driver</b> and up to six <b>passengers</b> to be taken to a local garage for it to be repaired. <b>You</b> must pay the costs of any repairs.</li> <li>• After a theft or attempted theft of the <b>vehicle</b> or its contents, <b>we</b> will pay the costs of repairing the damage to <b>your vehicle</b> or pay for replacement parts up to £200 in total, which are needed for emergency roadside repairs to make <b>your vehicle</b> secure.</li> <li>• If <b>you breakdown</b> on a European motorway or major road, the local services will tow <b>you</b> to a place of safety and <b>you</b> will have to pay for the service. <b>You</b> can then contact <b>us</b> if <b>you</b> need more help. <b>We</b> 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. <b>We</b> will pay <b>you</b> in line with the exchange rate on the date of the claim.</li> </ul> | <ul style="list-style-type: none"> <li>• Any amounts for making the <b>vehicle</b> secure once <b>you</b> have returned to the UK.</li> <li>• Sending <b>you</b> and or <b>your vehicle home</b> if the <b>vehicle</b> can be repaired but <b>you</b> do not have enough money to cover the repair.</li> <li>• Loss or damage when the <b>vehicle</b> is outside the <b>countries covered</b>.</li> <li>• The costs of repatriating <b>your vehicle</b> to the UK if repairs can be done locally.</li> <li>• Anything mentioned in <b>General Exclusions and General Conditions</b> applicable to this Part.</li> </ul> |
|---|---|



 WHAT WE COVER YOU FOR	 WHAT WE DON'T COVER YOU FOR
<p><b>Delivering replacement parts</b></p> <ul style="list-style-type: none"> <li>If replacement parts are not available locally to repair the <b>vehicle</b> after a <b>breakdown</b>, <b>we</b> will arrange and pay to have the parts delivered to <b>you</b>, if available and achievable.</li> </ul>	<ul style="list-style-type: none"> <li><b>We</b> will not cover the actual cost of replacement parts and any customs duty. <b>You</b> must pay <b>us</b> this using a credit card or debit card or any other payment method <b>we</b> agree is suitable.</li> <li>If the replacement parts can be bought locally, <b>we</b> will not cover any amount for getting parts.</li> <li>Anything mentioned in <b>General Exclusions and General Conditions</b>.</li> </ul>
<p><b>Not being able to use your vehicle</b></p>	
<p>If during <b>your journey your vehicle</b> 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, <b>we</b> will arrange and pay for the most appropriate solution from one of the following:</p> <ul style="list-style-type: none"> <li>To move <b>you, your passengers</b> and <b>luggage</b> to <b>your</b> original destination and then, once <b>your vehicle</b> has been repaired, take <b>you</b> back to <b>your vehicle</b> or bring <b>your vehicle</b> to <b>you</b>; or</li> <li>The cost of hiring another car while <b>your vehicle</b> is being repaired following diagnosis. <b>We</b> will pay up to £70 a day and £750 in total, as long as <b>you</b> are able to meet the conditions of the hire-car company; or</li> <li><b>We</b> will pay for bed-and-breakfast costs of up to £40 for each person each day (£250 in total for everyone in <b>your</b> group) while <b>your vehicle</b> is being repaired, as long as <b>you</b> have already paid for <b>your</b> original accommodation and <b>you</b> can't get <b>your</b> money back.</li> </ul>	<ul style="list-style-type: none"> <li>The cost of a hire car before the fault with <b>your vehicle</b> is diagnosed.</li> <li>Replacement parts.</li> <li>Any insurance <b>you</b> have to pay to the hire-car company.</li> <li><b>We</b> cannot guarantee that hire cars will always be available and <b>we</b> are not responsible if they are not available. <b>We</b> will do <b>our</b> best to arrange a vehicle of the same size as <b>yours</b>, but <b>we</b> cannot guarantee that there will be tow bars, bike racks, roof boxes, or other accessories included. <b>You</b> must meet the conditions of a hire-car company to hire a vehicle.</li> <li><b>We</b> will not pay for any additional costs relating to hire car use such as fuel or penalties associated with use not authorised by <b>us</b>.</li> <li>Anything mentioned in <b>General Exclusions and General Conditions</b>.</li> </ul>
<ul style="list-style-type: none"> <li>If, during the <b>journey</b>, the <b>driver</b> cannot drive because of an injury or illness, and there is no one else able or qualified to drive the <b>vehicle</b>, <b>we</b> will provide and pay for a driver to finish the <b>journey</b> or return the <b>vehicle</b> and <b>passengers</b> to the place <b>you</b> were originally travelling from. <b>You</b> will need to provide a medical certificate for the <b>driver</b> before <b>we</b> provide assistance.</li> </ul>	<ul style="list-style-type: none"> <li>Medical repatriation of the <b>driver</b> and/or other <b>passengers</b>.</li> <li>Motorcycles.</li> <li>Anything mentioned in <b>General Exclusions and General Conditions</b> applicable to this Part.</li> </ul>

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

**SECTION 13: GENERAL EXCLUSIONS WHICH APPLY TO THIS SECTION**

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

<p><b>1. Costs</b></p>	<p>1.1 Any call-out or recovery costs in the UK after a <b>breakdown</b> where the police or other emergency services insist on the <b>vehicle</b> being picked up immediately by another organisation or any fees to store or release the <b>vehicle</b>.</p> <p>1.2 The costs of getting a spare wheel or tyre for a roadside repair if the <b>vehicle</b> does not have one. <b>We</b> will not pay the costs of arranging for a wheel that is secured by locking wheel nuts to be removed, if <b>you</b> are not able to provide a key to do this.</p> <p>1.3 The cost of fuel or any spare parts needed to get the <b>vehicle</b> working again, or any costs that arise from not being able to get replacement parts.</p> <p>1.4 Damage or costs that arise from <b>us</b> trying to get into the <b>vehicle</b> after <b>you</b> have asked for help.</p> <p>1.5 Any toll or ferry fees incurred by the driver of the recovery vehicle whilst transporting <b>your vehicle</b> in the UK.</p> <p>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 <b>we</b> have not agreed beforehand.)</p> <p>1.7 The cost of phone calls are not covered.</p> <p>1.8 Any costs relating to a caravan or trailer if the caravan or trailer is not attached to the <b>vehicle</b> at the time of the <b>breakdown</b>.</p> <p>1.9 <b>You</b> will have to pay, for any parts or other products used to repair the <b>vehicle</b> and <b>you</b> are responsible for the quality of the workmanship carried out. The cost of moving the <b>vehicle</b> or a repair vehicle coming out to <b>you</b> if, after asking for help which <b>you</b> are entitled to, the <b>vehicle</b> is moved or repaired in any other way, or <b>you</b> have provided location details which are incorrect.</p>
<p><b>2. Vehicle Maintenance</b></p>	<p>2.1 Any request for service where <b>you</b> have not taken permanent remedial action within two working days after a previous <b>breakdown</b> or temporary repair.</p> <p>2.2 Faults with electric windows, sunroofs, wipers, heaters, de-misters or locks not working, unless the fault happens during the course of a <b>journey</b> which affects <b>your</b> safety.</p>
<p><b>3. Repairs</b></p>	<p>3.1 Any claim that comes from a poor-quality repair (other than a temporary) repair that has been attempted without <b>our</b> permission during the same trip in the opinion of <b>our authorised operator</b>.</p>
<p><b>4. Passengers and vehicle use</b></p>	<p>4.1 Recovering the <b>vehicle</b> when it is carrying more than a <b>driver</b> and the recommended number of <b>passengers</b> according to the manufacturers' specifications, if there is more weight in the <b>vehicle</b> than it was designed to carry or <b>you</b> are driving on unsuitable ground.</p> <p>4.2 Recovery or help if <b>you</b> are hiring the <b>vehicle</b> out to carry people in return for money, unless <b>we</b> have agreed this with <b>you</b>.</p> <p>4.3 Damage to or loss caused to the <b>driver</b> or <b>passengers</b> of the <b>vehicle</b> and/or loss or damage to personal belongings <b>you</b> or <b>passengers</b> leave in <b>your vehicle</b>.</p>

**SECTION 13: GENERAL EXCLUSIONS WHICH APPLY TO THIS SECTION**

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

<p><b>5. Unforeseen events</b></p>	<p>5.1 Any loss or damage caused to the <b>vehicle</b> 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><b>6. General</b></p>	<p>6.1 <b>We</b> will not provide any benefit unless <b>you</b> contact <b>us</b> using the emergency phone numbers provided. <b>You</b> must not try to contact any agent or repairer direct.</p> <p>6.2 Any <b>breakdown</b> that happens during the first 24 hours after <b>you</b> 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 <b>breakdown</b> or recovery outside the <b>period of insurance</b> as shown on <b>your Policy Schedule</b>.</p> <p>6.4 Help or recovery if the <b>vehicle</b> is partially or completely buried in snow, mud, sand or water.</p> <p>6.5 The recovery of the <b>vehicle</b> and <b>passengers</b> if repairs can be carried out at or near the scene of the <b>breakdown</b> within the same working day. If recovery takes place <b>we</b> will only recover to one address in respect of any one <b>breakdown</b>.</p>

## SECTION 13: 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 14: Driver's Legal Protection.

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;

<p><b>Schedule</b> Means the document outlining <b>your</b> level of cover;</p> <p><b>Standard terms of appointment</b> Means the terms and conditions which <b>we</b> will require the <b>legal representative</b> to accept in order for <b>us</b> to cover <b>your legal costs</b>. This contract sets out the amounts <b>we</b> will pay the <b>legal representative</b> under <b>your policy</b> and their responsibilities to report to <b>us</b> at various stages of the <b>claim</b>. A copy of these terms can be requested by contacting <b>us</b>;</p> <p><b>territorial limits</b> Means a) For section A of <b>your policy</b>, the <b>UK</b> and the European Union; b) For sections B-E of <b>your policy</b>, the <b>UK</b>;</p> <p><b>UK</b> Means England, Scotland, Wales, Northern Ireland, and for the purpose of this <b>policy</b> includes Channel Islands and the Isle of Man;</p> <p><b>Uninsured losses</b> Means <b>your</b> losses directly arising out of a <b>road traffic collision</b> that are not covered by insurance;</p> <p><b>Vehicle</b> Means the UK registered vehicle(s) that appears on <b>your schedule</b> and includes attached trailers;</p> <p><b>You/your</b> Means the person(s) named as the policyholder on the <b>schedule</b>, and for the purposes of making a <b>claim</b>, includes any person authorised by the policyholder to drive or to be a passenger in the <b>vehicle</b>.</p>
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 WHAT WE COVER YOU FOR	 WHAT WE DON'T COVER YOU FOR
<p><b>Section A - Uninsured Loss Recovery</b></p> <p>If <b>you</b> are involved in a <b>road traffic collision</b> within the <b>territorial limits</b> during the <b>policy period</b> for which <b>you</b> are not at fault, and <b>you</b> have <b>uninsured losses</b>, for example <b>your</b> motor insurance <b>excess</b> or compensation for personal injury, that <b>you</b> need to recover. <b>we</b> will:</p> <ol style="list-style-type: none"> <li>1. Provide <b>you</b> or <b>your</b> passengers with help and advice;</li> <li>2. Put <b>you</b> in touch with <b>our legal representative</b>, who will assess <b>your claim</b>; and</li> <li>3. If <b>our legal representative</b>, in their reasonable opinion, agrees <b>your claim</b> (including an appeal or defence of an appeal) has a 51% or greater chance of succeeding, <b>we</b> will cover <b>you</b> or <b>your</b> passengers for <b>legal costs</b>, up to the <b>limit of indemnity</b>.</li> </ol>	<p>A personal injury <b>claim</b> for stress, psychological or emotional injury unless <b>you</b> have also suffered a physical injury.</p>
<p><b>Section B - Motor Prosecution Defence</b></p> <p>If <b>you</b> have received a summons, citation or requisition for prosecution to attend a court for an alleged motoring offence, involving <b>your vehicle</b> and occurring within the <b>territorial limits</b> during the <b>policy period</b>, <b>we</b> will:</p> <ol style="list-style-type: none"> <li>1. Provide <b>you</b> with help and advice in respect of the alleged motoring offences;</li> <li>2. Put <b>you</b> in touch with <b>our legal representative</b>, who will assess <b>your case</b>; and</li> <li>3. If in their reasonable opinion, <b>our legal representative</b> agrees <b>you</b> have a 51% or greater chance of success, <b>we</b> will appoint and pay up to the <b>limit of indemnity</b> for a suitable representative to either:             <ol style="list-style-type: none"> <li>a. Defend the allegation; or</li> <li>b. If <b>you</b> plead guilty to the offence, look to reduce the impact of the penalty, where it would otherwise result in <b>you</b> being disqualified or suspended from driving. This is known as a plea in mitigation.</li> <li>c. Appeal against <b>your</b> conviction or sentence.</li> </ol> </li> </ol>	<ol style="list-style-type: none"> <li>1. <b>We</b> cannot provide help if <b>your</b> summons relates to violence, alcohol or drugs related offences or if <b>you</b> had no valid licence or no licence at all;</li> <li>2. <b>Claims</b> relating to parking offences where penalty points are not applicable to the offence.</li> <li>3. <b>We</b> will not pay fines, costs or other penalties a court of criminal jurisdiction orders <b>you</b> to pay;</li> <li>4. Mitigation of a guilty plea if, in <b>our</b> reasonable opinion, it would not make a material difference to the outcome of <b>your</b> sentence.</li> </ol>

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

## SECTION 14: 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 49 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 55. If you require our full **data** privacy notice it is available at: [www.rac.co.uk/privacy-policy](http://www.rac.co.uk/privacy-policy). Alternatively, a hard copy is available from us on request.

## YOUR OTHER INSURANCE BENEFITS:



## Section 15: Return Your Excess Insurance.

**Who does it cover?**

The person named as the policyholder in the **motor insurance policy** and who is also named as the policyholder in the **schedule** for this policy, together with any other person entitled to ride or drive the **motor vehicle** under the **motor insurance policy**.

**Key requirements**

The **excess** covered under this policy must relate to a **claim** made under the **motor insurance policy** in respect of fire, theft, attempted theft or vandalism or an accident that was **your** fault or partly **your** fault, or where **you** have been unable to recover **your excess** from a liable third party within a six month period of the date of the **claim**.

**Your responsibility**

**You** must take reasonable care to:

- a) Supply accurate and complete answers to all the questions Swinton may ask as part of **your** application for cover under the policy;
- b) Make sure that all information supplied as part of **your** application for cover is true and correct;
- c) Tell Swinton of any changes to the answers **you** have given as soon as possible.

**You** must take reasonable care to provide information that is accurate and complete answers to the questions Swinton asks when **you** take out, make changes to and renew **your** policy. If any information **you** provide is not accurate and complete, this may mean **your** policy is invalid and that it does not operate in the event of a **claim** or **we** may not pay any **claim** in full.

If **you** become aware that information **you** have given Swinton is inaccurate or has changed, **you** must inform them as soon as possible.

This policy must be read together with **your** current **schedule**, Insurance Product Information Document and any endorsements or certificates. These items together form **your** contract of insurance.

**How to make a claim**

**We** strive to process most **claims** proactively upon receiving notification of a **claim** on **your motor insurance policy**, provided that the **excess** has been paid.

However, there are exceptions, particularly in cases handled as non-fault where **your excess** could be recuperated by a responsible third party. If **your claim** is settled as non-fault, yet **you** cannot recover **your excess** from a liable third party within six months, please contact **us** to register **your excess claim**. Should **you** subsequently recover **your excess** from a liable third party after being reimbursed by **us**, the reimbursed amount should be returned.

**Claims** can be reported via telephone. Please ensure to furnish as much detail as possible regarding the incident, including names, addresses of parties involved, and any pertinent information from the police if applicable.

Telephone: Call **us** at 0333 005 1807. **Our claims** line is open Monday - Friday 09:00 - 17:30.

For swift settlement of **your claim**, payments will be directed to the bank account used for **your motor insurance policy**. If **you** prefer payment to be made to an alternate account please let **us** know.

**Our regulator and insurer**

This insurance is arranged by Motorplus Limited t/a Coplus and underwritten by Collinson Insurance. This Insurance is effected in England and is subject to the Laws of England and Wales.

Collinson Insurance (a trading name of Astrenska Insurance Limited) is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority in the United Kingdom, under Firm Reference Number 202846. Registered in England number 01708616. These details can be checked on the Financial Services Register by visiting: [www.fca.org.uk](http://www.fca.org.uk).

Motorplus Limited t/a Coplus are authorised and regulated by the Financial Conduct Authority.

**Privacy Statement**

For full details of how **we** protect **your** privacy and process **your** data please read the Privacy Statement that accompanies this policy. The Privacy Statement can also be viewed online by visiting <https://www.coplus.co.uk/data-privacy-notice>.

### How to make a complaint

If **you** have a complaint, please follow the guidance below and **we** will provide assistance as soon as possible:

If **your** complaint is about the handling of a **claim**, please contact:

The Quality Assurance Manager  
Coplus  
Floor 2  
Norfolk Tower  
48-52 Surrey Street  
Norwich  
NR1 3PA

Telephone: 0333 241 9573

Email: [qualityteam@coplus.co.uk](mailto:qualityteam@coplus.co.uk)

**We** will respond to **your** complaint within eight weeks of receiving it. **Our** response will be **our** final decision based on the information provided. If there's a delay in **our** investigations, **we**'ll explain the reason and give **you** an estimated timeframe for reaching a decision.

If, for any reason, **you**'re still not happy or haven't received a final answer within eight weeks, **you** have the right to escalate **your** complaint to an independent authority called the Financial Ombudsman Service (FOS). **You** can contact them using the details below:

The Financial Ombudsman Service,  
Exchange Tower,  
London,  
E14 9SR.

Tel: 0800 023 4567 (free for people calling from a landline) or 0300 1239 123

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Following this complaints procedure does not stop **you** from taking legal action.

### Financial Services Compensation Scheme

The Financial Services Compensation Scheme covers this policy. **You** may be entitled to compensation from the scheme, if **we** cannot meet **our** liabilities under this policy. Further information about compensation scheme arrangements is available at [www.fscs.org.uk](http://www.fscs.org.uk) or by telephoning 020 7741 4100.

### Sanctions

**We** shall not provide cover or be liable to pay any **claim** or other sums, including return premiums, where this would expose **us** to any sanction, prohibition or restriction under United Nations resolutions, asset freezing or trade or economic sanctions, laws or regulations of the European Union, United Kingdom, and/ or all other jurisdictions where **we** transact business.

### Definitions

The words and phrases listed below will have the same meanings wherever they appear in Section 15. These words and phrases can be identified in bold and are only applicable to this Section. .

Wording	Meaning
Annual aggregate limit	1. the value of <b>your excess</b> ; or 2. the sum of £500 (whichever is the lower amount) in relation to each settled <b>claim</b> under <b>your motor insurance policy</b> which occurs within the <b>territorial limits</b> during the <b>period of insurance</b> . <b>You</b> can <b>claim</b> under this insurance more than once during the <b>period of insurance</b> but <b>we</b> will only reimburse <b>you</b> up to a total of £500 in the policy period.
Claim(s)	An incident covered under <b>your motor insurance policy</b> arising as a result of: <ul style="list-style-type: none"> <li>• fire, theft or attempted theft, flood or vandalism or an accident that was <b>your</b> fault or partially <b>your</b> fault; or</li> <li>• where <b>you</b> have been unable to recover <b>your excess</b> from a liable third party within a six month period of the date of the <b>claim</b>.</li> </ul>
Excess	The amount <b>you</b> must pay in the event of a <b>claim</b> under the terms of <b>your motor insurance policy</b> , or the sum that is deducted from <b>your</b> settlement in the event of a total loss <b>claim</b> .
Insurer	Collinson Insurance.
Motor Insurance Policy	The insurance policy solely covering <b>your motor vehicle</b> , excluding any multi-vehicle or fleet policies.
Motor Vehicle	The <b>motor vehicle</b> owned/or leased by <b>you</b> , which is detailed in the <b>motor insurance policy</b> .
Period of insurance	The period of 12 calendar months beginning with the date of inception of this Return <b>your excess</b> insurance policy. All cover under this policy will automatically cease if there is no <b>motor insurance policy</b> in force covering <b>your motor vehicle</b> .
Schedule	The document issued as part of this policy document showing the name of the policyholder and gives detail of the cover provided by this policy.
Territorial limits	United Kingdom, Channel Islands and the Isle of Man, including transit by sea, rail or air directly between two of these places.
We/our/us	Motorplus Limited t/a Coplus acting on behalf of Collinson Insurance.
You/Your	The named holder of this policy, who lives in the <b>territorial limits</b> , together with any other person who is entitled to drive or ride the <b>motor vehicle</b> under the <b>motor insurance policy</b> .

## COVER

## What is covered?

The **insurer** will provide the insurance cover detailed in this policy document for **claims** made, subject to the terms, conditions and limitations shown below or as amended in writing by **us** during the **period of insurance**.

The **insurer** will pay **you**:

1. the value of **your excess**; or
2. the sum of £500  
(whichever is the lower amount)

**You** can **claim** under this insurance more than once during the **period of insurance** but **we** will only reimburse **you** up to the **annual aggregate limit** of £500 during the period of cover. Once **you** have made **claims** which total the £500 limit, no further payments will be made under this policy in the policy period.

## What is excluded?

1. Any **claim** that arises as a result of a deliberate action by **you** or anybody associated with **you**;
2. Any **claim(s)** exceeding the aggregate limit of £500 in any one **period of insurance** as shown on **your schedule**;
3. **Claims** following **your** use of alcohol or illegal drugs;
4. Any **excess** solely in respect of any breakdown, windscreen replacement or repair or glass replacement or repair **claims**;
5. Any **excess** payable on warranty policies;
6. Any **claim** made prior to the inception date of this policy or which is reported to **us** more than six months from the date **you** have paid or had **your excess** deducted from **your** settlement under **your motor insurance policy**;
7. Any **claim** in respect of any contribution or deduction from the settlement of **your claim** under **your motor insurance policy** which **you** are liable for, other than the stated **excess**;
8. Any **claims** where **you** cannot provide **us** with evidence from **your** main vehicle **insurer** which confirms the incident date (if not included on the **excess** evidence);
9. Any **claim** where **you** cannot provide **us** with evidence that **you** either paid or have had **your excess** deducted following **your** settlement by **your insurer** following a **claim**;
10. The **insurer** will not pay any **excess** in respect of theft or attempted theft of personal effects where there is no vehicle damage.

## General conditions

The following conditions apply to all sections of this policy. **You** must comply with them where applicable for **your** insurance to remain in full force and effect.

## 1. Vehicle Security

**You** must at all times take all reasonable steps to keep **your motor vehicle** safe, secure and protected from damage during the **period of insurance**;

## 2. Claims

- a) **You** must respond to **us** promptly in all matters relating to a **claim**;
- b) **You** may be required to provide **us** with evidence indicating that **you** either paid or had **your excess** deducted following **your** settlement by **your insurer** after a **claim**;
- c) **We** reserve the right to:
  - i) take over any **claim** or civil proceedings at any time and conduct them in **your** name;
  - ii) negotiate or settle any **claim** on **your** behalf;
  - iii) contact **you** directly at any point concerning **your claim**;
- d) If as a result of any **claim** against a third party **your excess** is recovered from that party or their insurers, **you** must refund to **us** any monies **we** have previously paid to **you** in respect of **your excess**;

## 3. Cancellation

If **you** decide that for any reason, this policy does not meet **your** insurance needs **you** can cancel at any time by contacting Swinton, providing **you** have not made any **claims**, **you** will receive a refund of any premiums **you** have paid for the cancelled cover, less a proportionate deduction for the period of cover provided.

The Premier policy includes Return Your Excess Insurance as part of **your** fixed package of insurance and so **your** entire policy will need to be cancelled if **you** wish to remove the Return Your Excess Insurance.

The **insurer** shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 30 days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **you** at **your** last known address. Valid reasons may include but are not limited to:

- a) Where the **insurer** reasonably suspects fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms and conditions
- e) **You** have not taken reasonable care to provide accurate and complete answers to the questions **we** or Swinton ask.

If the **insurer** cancels the policy and/or any additional covers **you** will receive a refund of any premiums **you** have paid for the cancelled cover, less a proportionate deduction for the time the **insurer** has provided cover.

Where the **insurer's** investigations provide evidence of fraud or misrepresentation, the **insurer** may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when **you** provided **us** with incomplete or inaccurate information. This may result in **your** policy being cancelled from the date **you** originally took it out and the **insurer** will be entitled to keep the premium.

If **your** policy is cancelled because of fraud or misrepresentation, this may affect **your** eligibility for insurance with the **insurer**, as well as other insurers, in the future.

## 4. Arbitration Clause

In the event of a disagreement between **you** and **us**, **our** aim is to make things simple and fair. If the matter cannot be resolved via **our** complaints procedure then **you** can reach out to the Financial Ombudsman Service for assistance. For broader disputes, **we** can turn to arbitration. **We** can jointly pick an arbitrator – it could be a solicitor or barrister. **We** will agree on this together in writing. In case **we** can't reach an agreement the Chartered Institute of Arbitrators can step in to help **us** choose someone. The arbitrator's decision is final, and **we** both have to abide by the outcome. The Arbitrator will also determine who pays the costs of the arbitration process, if costs are awarded against **you**, they are not covered under this policy. This arbitration condition does not affect **your** rights to take separate legal action.

## 5. Fraudulent Claims

**You** must not act in a fraudulent way. If **you** or anyone acting for **you**:

- fails to reveal or hides a fact likely to influence whether **we** accept **your** proposal, **your** renewal, or any adjustment to **your** policy;
- fails to reveal or hides a fact likely to influence the cover **we** provide;
- makes a statement to **us** or anyone acting on **our** behalf, knowing the statement to be false;
- sends **us** or anyone acting on **our** behalf a document, knowing the document to be forged or false;
- makes a **claim** under the policy, knowing the **claim** to be false or fraudulent in any way;
- makes a **claim** for any loss or damage **you** caused deliberately or with **your** knowledge; or
- if **your claim** is in any way dishonest or exaggerated

**We** will not pay any benefit under this policy or return any premium to **you** and **we** may cancel **your** policy immediately and backdate the cancellation to the date of the fraudulent **claim**. **We** may also take legal action against **you** and inform the appropriate authorities;

## 6. Statutory Regulations

In all matters relating to the performance of this insurance contract, it is the responsibility of both **you** and **us** that **we** both respectively comply with all Acts of Parliament and with all orders, regulations and bylaws made with statutory authority by Government Departments or by local or, other authorities. The cost of meeting the requirements of this clause will be payable by **you** and **us** in **our** own rights respectively;

## 7. Severability Clause

If any term of this contract of insurance is to any extent invalid, illegal or incapable of being enforced, such term will be excluded to the extent of such invalidity, illegality or unenforceability; all other terms will remain in full force and effect;

## 8. Acts of Parliament

All references to Acts of Parliament in this policy shall include the equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands and shall include any subsequent amendments, re-enactments or regulations.

### Other formats

If **you** require this document in any other format please do not hesitate to contact **us**.

### Telephone calls

Please note that for **our** mutual protection telephone calls may be monitored or recorded.

### Fraud prevention, detection and claims history

In order to prevent and detect fraud **we** may at any time:

- share information about **you** with other organisations and public bodies including the police;
- check and/or file **your** details with fraud prevention agencies and databases, and if **you** give **us** false or inaccurate information and **we** suspect fraud, **we** will record this.

**We** and other organisations may also search these agencies and databases to:

- help make decisions about the provision and administration of insurance, credit and related services for **you** and members of **your** household;
- trace debtors or beneficiaries, recover debt, prevent fraud and to manage **your** accounts or insurance policies;
- check **your** identity to prevent money laundering, unless **you** provide **us** with other satisfactory proof of identity;
- undertake credit searches and additional fraud searches.

### Renewal procedure

The term of **your** policy is 12 months. The **period of insurance** will end exactly one year after inception unless **you** renew **your** policy. If **you** wish to renew this insurance policy please contact Swinton who will be able to discuss **your** requirements.

### Contracts (Rights of Third Parties) Act 1999

The terms of this policy are only enforceable by the named insured. A person who is not a named insured has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of a third party, which exists or is available apart from that Act.

### Your agreement with others

This contract of insurance is personal to **you** the policyholder, and the **insurer**.

**We** will not be bound by any agreement between **you** and **your** appointed representative, or **you** and any other person or organisation.

**You** may not assign any of the rights under this policy without the insurer's express prior written consent.

### Governing law

Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which **your** main residence is situated.

## Collinson Insurance Privacy Notice

### How we use the information about you

As a data controller, **we** collect and process information about **you** so that **we** can provide **you** with the products and services **you** have requested. **We** also receive personal information from **your** agent on a regular basis while **your** policy is still live. This will include **your** name, address, risk details and other information which is necessary for **us** to:

- Meet **our** contractual obligations to **you**.
- Issue **you** this insurance policy.
- Deal with any **claims** or requests for assistance that **you** may have.
- Service **your** policy (including **claims** and policy administration, payments and other transactions).
- Detect, investigate and prevent activities which may be illegal or could result in **your** policy being cancelled or treated as if it never existed.
- Protect **our** legitimate interests.

To administer **your** policy and deal with any **claims**, **your** information may be shared with trusted third parties. This will include members of The Collinson Group, third party administrators, contractors, investigators, crime prevention organisations and **claims** management organisations where they provide administration and management support on **our** behalf. Some of these companies are based outside of the European Union where different data privacy laws apply. Wherever possible, **we** will have strict contractual terms in place to make sure that **your** information remains safe and secure.

**We** will not share **your** information with anyone else unless **you** agree to this, or **we** are required to do this by **our** regulators (e.g. the Financial Conduct Authority) or other authorities.

The personal information **we** have collected from **you** will be shared with fraud prevention agencies and databases who will use it to prevent fraud and money-laundering and to verify **your** identity. If fraud is detected, **you** could be refused certain services, finance, or employment. Further details of how **your** information will be used by **us** and these fraud prevention agencies and databases, and **your** data protection rights, can be found by visiting [www.cifas.org.uk/fpn](http://www.cifas.org.uk/fpn) and [www.insurancefraudbureau.org/privacy-policy](http://www.insurancefraudbureau.org/privacy-policy).

### Processing your data

**Your** data will generally be processed on the basis that it is:

- Necessary for the performance of the contract that **you** have with **us**.
- Is in the public or **your** vital interest; or
- For **our** legitimate business interests.

If **we** are not able to rely on the above, **we** will ask for **your** consent to process **your** data.

### How we store and protect your information

All personal information collected by **us** is stored on secure servers which are either in the United Kingdom or European Union.

**We** will need to keep and process **your** personal information during the **period of insurance** and after this time so that **we** can meet **our** regulatory obligations or to deal with any reasonable requests from **our** regulators and other authorities.

**We** also have security measures in place in **our** offices to protect the information that **you** have given **us**.

### How you can access your information and correct anything which is wrong

**You** have the right to request a copy of the information that **we** hold about **you**. If **you** would like a copy of some or all of **your** personal information please contact **us** by email or letter as shown below:

Email address: [data.protection@collinsongroup.com](mailto:data.protection@collinsongroup.com)

Postal Address: 3 More London Riverside, London, SE1 2AQ

This will normally be provided free of charge, but in some circumstances, **we** may either make a reasonable charge for this service, or refuse to give **you** this information if **your** request is clearly unjustified or excessive.

**We** want to make sure that **your** personal information is accurate and up to date. **You** may ask **us** to correct or remove information **you** think is inaccurate.

If **you** wish to make a complaint about the use of **your** personal information, please contact **our** Complaints manager using the details above. **You** can also complain directly to the Information Commissioner's Office (ICO). Further information can be found at <https://ico.org.uk/>.



**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 11 - Personal Accident, Section 13 – Breakdown, followed by Section 14 DLP and Section 15 - Return **Your Excess Insurance**.

If a uninsured **third party** is deemed responsible for the accident, **you** may be entitled to be refunded the amount of **your Excess** if the conditions of section 7 – Uninsured driver cover of **your** policy are met.

**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 - 12 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) or if **your** claim is purely for replacement of locks (as set out in Section 6 – Replacement Locks). **We** will also not reduce **your** no-claim bonus if **your** claim is purely for breakdown (as set out in Section 13 – Breakdown), legal expenses (as set out in Section 14 – Driver’s Legal Protection) or Section 15 - Return Your Excess Insurance. **We** will reinstate **your** no-claim bonus if the damage to **your car** was caused by an uninsured driver (as long as the conditions set out in section 7 – Uninsured driver cover, are met).

**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 and 6 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 and 6 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 Cover 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 **you** 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 43 for details.

**GENERAL EXCLUSIONS:** (applicable to 1 to 12 and section 15 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 15 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 11: 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 databases

**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 14: 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 14: 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 49. **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 12 of **your policy** are held within **your schedule**.

The **Insurer** of Section 13 is Inter Partner Assistance S.A. UK Branch.

The **Insurer** of Section 14 is RAC Insurance Limited and RAC Motoring Services

The **Insurer** of Section 15 is Motorplus Limited t/a Coplus acting on behalf of Collinson Insurance.

##### 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](http://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](http://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 Licensing 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](http://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](http://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/](http://www.insurancefraudbureau.org/cheatline/)

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

**Customer Service**  
**0333 035 9100**

**Claims Helpline**  
**0333 035 9003**

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