

Your **Premier Car Insurance** Policy Booklet

Inside you'll find your policy wording, so keep it somewhere safe in case you ever need it.

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
				
Excess insurance	Driving your car abroad	Audio & Sat Nav equipment repair or replacement	Transport for you and your passengers to a safe place	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>If you would like to talk to Swinton Insurance in person about anything to do with your insurance, including requesting copies of your policy documentation in braille, large print or audio format, you can do so in any Swinton Insurance branch, or you can call the branch on the number supplied on your welcome pack.</p> <p>Alternatively you can call the UK call centre free on 0800 072 6989 who are available 7 days a week:</p> <ul style="list-style-type: none"> Monday to Friday 8am to 8:30pm Saturday and Sunday 9am to 5pm <p>so you can call at a time that works for you.</p>	
Claims Helpline	<p>0800 040 7019 Open 24 hours a day, 7 days a week</p>	<p>If you or anyone insured under your policy needs to make a claim under Sections 1 to 3, 5 to 12 and 14 of your policy, it's open 24 hours a day.</p>
Windscreen Claims Helpline	<p>0800 040 7019 Open 24 hours a day, 7 days a week</p>	<p>If you need to make a claim, (Section 4 of this policy), please telephone this number it's open 24 hours a day.</p>
Excess Insurance	<p>0330 123 3557 Open Monday to Friday 9am to 5pm</p>	<p>To talk to us about a claim under Section 15 of your policy, please telephone this number. You can also make an online claim at www.excessclaims.co.uk.</p>
Breakdown Helpline	<p>0800 015 5083 Open 24 hours a day, 7 days a week</p>	<p>If your schedule states that Section 13 (Breakdown) is included, and your vehicle breaks down, please telephone this number.</p>
European Breakdown Helpline	<p>+44 (0) 1737 815 032 Open 24 hours a day, 7 days a week</p>	<p>If your schedule states that Section 13 (UK, Home & European Breakdown) is included, and your vehicle breaks down in Europe, please telephone this number. You may have to pay a charge if you use a mobile phone to call this number. It's open 24 hours a day.</p>
Breakdown text messaging	<p>+44 (0) 7624 808 266</p>	<p>Text messaging is available if you are deaf, hard of hearing or have speech difficulties. Please text the word 'breakdown' to this number.</p>
Personal Legal Advice Helpline	<p>0333 241 9653 Open 24 hours a day, 7 days a week</p>	<p>Your direct line to a dedicated legal specialist who will provide free advice on any personal legal matter.</p> <p>If further support is required, there is a cost for this assistance which you will need to pay for. However, as a Swinton Insurance customer, you benefit from a discounted rate with our supplier.</p>

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

Contents

Important telephone numbers	4
Policy cover	6
Definitions	7
Making a claim	9
Making a complaint	10
Driving your car and its cover	
Section 1a: Loss of or damage to your car if your car is not a total loss	12
Section 1b: Loss of or damage to your car if your car is a total loss	12
Section 1a & 1b: Loss of or damage to your car	14
Section 2: Legal liability to others	15
Section 3: Driving other cars	16
Section 4: Windscreens and windows	17
Your other insurance benefits	
Section 5: Personal belongings	18
Section 6: Replacement locks	18
Section 7: Uninsured driver cover	19
Section 8: Onward Travel	19
Section 9: Child car seats	19
Section 10: Foreign travel	20
Section 11: Personal accident benefits	21
Section 12: Medical expenses	21
Section 13: Breakdown	22
Section 14: Driver's Legal Protection	34
Section 15: Excess Insurance	38
Excesses	39
Your no-claim bonus	40
Your protected no-claim bonus	41
Cancelling your policy	42
General exclusions for sections 1 – 12 and 15	43
General conditions for sections 1 – 15	44
Renewing your policy	47
Privacy and Data Policy	48
More information	60

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 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**.

Excess

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

If **you** make a claim under more than one section of **your** policy arising from the same incident, **you** will only have to pay one **excess** amount for these sections. This will be the higher **excess** amount.

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 Group Limited, registered in England and Wales, registered number 756681 whose registered office is at: Embankment West Tower, 101 Cathedral Approach, Salford, M3 7FB. Authorised and regulated by the Financial Conduct Authority under number 309599.

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 14 of **your** policy, Covea Insurance plc. Covea Insurance plc is registered in England and Wales under number 613259, with its registered office at Norman Place, Reading RG1 8DA and is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulatory Authority under number 202277.

In relation to Section 13 and Section 15 of **your** policy, Inter Partner Assistance SA (IPA). Inter Partner Assistance SA (IPA) is fully owned by the Axa Assistance Group. Inter Partner Assistance is a Belgian firm authorised by the National Bank of Belgium and subject to limited regulation by the Financial Conduct Authority under register number 202664.

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, and accessories permanently fitted to it.

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 **0800 040 7019**.

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 **0800 040 7019** as soon as possible. They'll tell **you** what needs to be done next.
- **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 is open 24 hours a day 365 days a year**What to do if you have an Excess Insurance Claim (section 15)?**

Please telephone **0330 123 3557** to talk to **us** about a claim. **You** can also make an online claim at www.excessclaims.co.uk

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 **0800 015 5083**. 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:

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

Please provide or have these things ready:

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

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

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

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

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

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

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

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

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

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

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

Alternatively **you** can make **your** complaint via the Online Dispute Resolution (ODR) platform at: <http://ec.europa.eu/odr>.

What else do I need to know?




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






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

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

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

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

BENEFITS YOU RECEIVE	
NOT A TOTAL LOSS (Section 1a)	TOTAL LOSS (Section 1b)
<p> Courtesy car</p> <p>You will be provided with a small hatchback car (such as a Ford KA) while your car is being repaired by one of our approved repairers. The courtesy car will be covered under the same terms and conditions as set out in your policy. You must only use the courtesy car in the territorial limits and under the approved provider's terms of use. If you require a car with an automatic gearbox please inform us when you first report your claim.</p>	<p> Hire vehicle</p> <p>If your car is not driveable and a total loss following an insured incident we will arrange for a small hatchback (such as a Ford KA) 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 your policy. You must only use the hire vehicle in the territorial limits and under the approved provider's terms of use. If you require a car with an automatic gearbox please inform us when you first report your claim.</p>
<p> Storage</p> <p>We will pay for storage charges for your car as long as you have told us about them beforehand and we have agreed that they are reasonable.</p>	

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

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

 WHAT WE COVER YOU FOR	 WHAT WE DON'T COVER YOU FOR
 Section 4: Windscreen and windows.	
<p>If your windscreen or windows have been damaged. We will pay the cost of:</p> <ul style="list-style-type: none"> • repairing or replacing a damaged windscreen or windows of your car; and • repairing scratches to the bodywork caused by the windscreen or windows being broken if they are damaged accidentally or maliciously. <p>You will need to pay the amount of the excess which is shown in your schedule.</p> <p>We can choose to use parts or accessories which aren't supplied by your car manufacturer but are of a similar type and quality to the parts and accessories we are replacing.</p> <p>You should call the Swinton Accident and Claims Service on 0800 040 7019 before any work is carried out, so you can be put through to our approved glass repairer. If you choose not to use one of our approved glass repairers, a higher excess will apply as shown on your schedule, and we will limit the amount we pay under this section to £100 after you have paid the amount of your excess.</p> <p>Our approved repairer will try to provide a high-quality service. However, in the unfortunate event that something goes wrong, please allow us to put right any problems.</p> <p>Benefits you receive. You won't lose your no-claim bonus.</p> <p>If you claim under this policy section, your no-claim bonus will not be affected. However, you will need to pay the amount of the excess which is shown in your schedule.</p> <p>Access to our approved repairer</p> <p>To tell us about a new windscreen or windows claim, you should call the Swinton Accident and Claims Service on 0800 040 7019.</p>	<p>We will not pay for the following:</p> <ul style="list-style-type: none"> • Damage to any part of a glass or plastic sunroof, roof panel, or foldable roof or removable hood of a convertible car. • Damage as a result of a deliberate act by anybody insured by your policy. • Loss of use of your car. • Any extra costs resulting from parts for your car not being available in the territorial limits. • Extra costs for work to be carried out outside normal hours, unless the windscreen or windows are shattered or the damage affects the driver's vision or the security of your car. • Any costs that are more than the market value of your car.

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

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

 WHAT WE COVER YOU FOR	 WHAT WE DON'T COVER YOU FOR
<p> Section 10: Foreign travel. When you are outside the UK, here's what you are covered for, and what you are not covered for.</p>	
<p>Driving your car abroad on minimum insurance cover.</p>	
<p>Your policy provides the minimum cover you need by law for civil liability to other people while your car is used in: Andorra, Austria, Belgium, Bulgaria, Croatia, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Netherlands, Norway, Poland, Portugal, Republic of Cyprus, Republic of Ireland, Romania, San Marino, Serbia, Slovakia, Slovenia, Spain, Sweden and Switzerland; and in any other country where Article (8) of EC Directive 2009/103/EC applies, which relates to civil liabilities arising from the use of motor vehicles.</p> <p>If the minimum compulsory insurance in the territorial limits is higher than the minimum compulsory insurance in the country where your car is being used, we will provide the compulsory insurance which applies in the territorial limits.</p> <p>Benefits you receive You have the minimum compulsory motor insurance cover needed by law to protect you against any legal liability when driving abroad in the countries listed above.</p>	
<p>Driving your car abroad with comprehensive cover.</p>	
<p>Your policy automatically provides the cover shown on your schedule for up to 90 days within the period of insurance while you are using your car in the countries listed in this section, as long as:</p> <ul style="list-style-type: none"> your car is taxed and registered in the territorial limits; your car is normally kept in the territorial limits; you have a permanent home in the territorial limits; and no one trip is longer than 30 days <p>If you permanently live in Northern Ireland, you have foreign use cover, as shown on your schedule, which is extended for up to 365 days in the Republic of Ireland only.</p> <p>Your policy provides cover while your car is being transported by rail or a sea route (including while it is being loaded and unloaded) between any countries in which your policy provides cover, as long as:</p> <ul style="list-style-type: none"> you are travelling with your car; the total time taken to transport your car is not more than 65 hours (including any stopovers during the journey); and the purpose of transporting your car is not to permanently export it. <p>Benefits you receive. Full policy cover outside the territorial limits.</p> <p>You can use your car in the countries listed under this section for up to 90 days if your cover is comprehensive in any one period of insurance.</p>	<ul style="list-style-type: none"> any single trip of more than 30 days Anything which is not covered under section 1 and 2 of your policy is not covered under this section. There is no insurance cover in countries that are not listed in this section. The use of the courtesy car or hire vehicle outside the United Kingdom. The driving other cars section of your policy (Section 3) does not apply if you drive outside of the territorial limits.
<p>Important to Note You must take your certificate of insurance with you when taking your car to any of the countries listed in this section.</p>	

 WHAT WE COVER YOU FOR	 WHAT WE DON'T COVER YOU FOR
<p> Section 11: Personal accident benefits.</p>	
<p>We will pay £5,000 if you or your spouse is accidentally killed or suffers an injury described below while travelling in, or getting into or out of, your car or any private motor car.</p> <p>Benefits payable If you or your spouse dies – £5,000 If you or your spouse suffers an injury (see below):</p> <ul style="list-style-type: none"> total and permanent loss of sight in one or both eyes – £5,000 total and permanent loss of use of one or both hands or one or both feet – £5,000 	<p>We will not pay the benefit if the injury or death:</p> <ul style="list-style-type: none"> is the result of suicide or attempted suicide; happens when the person killed or injured is under the influence of alcohol or drugs to a higher level than permitted by law (unless the person injured or killed was a passenger during an accident); happens as a result of someone not wearing a seat belt when they have to by law; or happens more than three months after the date of the accident or is not a direct result of the accident. <p>We will not pay the benefit if the injury is not listed above.</p> <p>We will not pay the benefit if you are a company or firm.</p> <p>We will not pay more than £5,000 per person in any one period of insurance, and we will not pay more than £10,000 for a single accident, even if the person killed or injured in the accident is insured under more than one policy with us.</p>
<p> Section 12: Medical expenses.</p>	
<p>If you have any medical expenses to pay following an incident we will refund medical expenses in addition to the cost of emergency treatment the Road Traffic Acts say that must be made for each injured person if you or anyone in your car is injured as a result of an incident involving your car.</p> <p>Benefits you receive. Medical expenses. We will pay up to £250 for each injured person.</p>	<p>The cost of emergency treatment the Road Traffic Acts say must be paid. This is covered under Section 2 – Legal Liability to Others.</p>
<p>Important to Note You must provide a receipt or invoice before we will give you 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 and the Channel Islands.

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

4. Journey

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

5. Luggage

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

6. Passenger(s)

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

7. Vehicle(s)

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

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

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

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

8. You, your, driver

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

9. Home

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

Service summary

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

Breakdown causes

WE COVER YOU FOR	
Flat battery	✓
Flat tyre	✓
Mechanical/Electrical breakdown	✓
No fuel	✓
Accident	✓
Fire	✓
Theft or attempted theft	✓
Vandalism	✓
Broken keys	✓
Incapacitated driver	✓

General Exclusions and General Conditions applicable to this Section

Please refer to pages 31-33 and 43-46 for General Exclusions and General Conditions that apply to this Section.



WHAT WE COVER YOU FOR






WHAT WE DON'T COVER YOU FOR







1. Roadside Breakdown.

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

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

 WHAT WE COVER YOU FOR	 WHAT WE DON'T COVER YOU FOR
<p> 2. UK Breakdown.</p> <p>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.</p> <p>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.</p> <p>UK breakdown:</p> <ul style="list-style-type: none"> • We will take the driver and passengers, together with the vehicle, to your original destination or your home. <p>or</p> <ul style="list-style-type: none"> • 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. <p>Overnight accommodation:</p> <ul style="list-style-type: none"> • 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. <p>24-hour UK car hire:</p> <ul style="list-style-type: none"> • 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. <p>Incapacitated driver</p> <p>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.</p>	<ul style="list-style-type: none"> • A breakdown at or within one quarter mile from your home. • Travel outside the UK. • We cannot guarantee that hire cars will always be available and we are not responsible if they are not available. We will do our best to arrange a vehicle of the same size as your vehicle, but we cannot guarantee that there will be tow bars, bike racks, roof boxes, or other accessories included. You must meet the conditions of a hire-car company to hire a vehicle. • Anything mentioned in General Exclusions and General Conditions applicable to this section. • Motorcycles.

 WHAT WE COVER YOU FOR	 WHAT WE DON'T COVER YOU FOR
<p> 3. UK & Home Breakdown.</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 your schedule and if you have paid the premium.</p> <ul style="list-style-type: none"> • If the vehicle breaks down anywhere at or within one quarter mile from your home, we will arrange and pay for a breakdown vehicle to come to your vehicle and our authorised operator will spend up to one hour's labour to try to get the vehicle working again. We will try to mobilise your vehicle when it is safe and legal to do so. • If the vehicle cannot be safely repaired to drive at the place you have broken down, we will arrange for the vehicle, the driver and passengers to be taken to a suitable local garage (within 20 miles) for it to be repaired. You must pay the costs of any repairs. 	<ul style="list-style-type: none"> • Loss or damage when the vehicle is outside the UK. • Anything mentioned in General Exclusions and General Conditions applicable to this Part.
<p> 4. UK, Home & European Breakdown.</p> <p>The cover in this section will only apply if it is shown on your schedule and if the premium has been paid.</p> <p>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.</p> <p>To get European emergency help, contact the 24 Hour Emergency Helpline: +44 (0) 1737 815 032.</p> <p>You may have to pay a charge if you use a mobile phone to call this number.</p>	
<p style="text-align: center;">INTRODUCTION TO EUROPEAN MOTORING</p>	
<p>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.</p> <ul style="list-style-type: none"> • 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. <p>The above is not a full list and is for guidance only.</p> <p>Important information before travelling</p> <ul style="list-style-type: none"> • If you breakdown on a European motorway, at motorway services or on a major road, you will often need to get help using the SOS phones. The local services will tow you to a place of safety and you will have to pay for the service. You can then contact us if you need more help. We will reimburse up to £250 towards the cost of recovery from the motorway subject to submission of a valid invoice or receipt. • If you have broken down in a European country during a public holiday, many services will be closed. In these circumstances you must allow us time to help you and repair your vehicle. We will not be held legally responsible for any delays in you reaching your destination. • Before travelling, it is recommended that you consult the laws of the country you are planning to visit. • Please note it may be more expensive to repair your vehicle abroad than in the UK and you are responsible for the cost of repair. 	

INTRODUCTION TO EUROPEAN MOTORING (continued)

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

Before travel abroad starts

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

 WHAT WE COVER YOU FOR

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

 WHAT WE DON'T COVER YOU FOR

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

 WHAT WE COVER YOU FOR

Delivering replacement parts

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

 WHAT WE DON'T COVER YOU FOR

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

Not being able to use your vehicle



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

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

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

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

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

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

SECTION 13: GENERAL EXCLUSIONS WHICH APPLY TO THIS SECTION

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

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

SECTION 13: GENERAL EXCLUSIONS WHICH APPLY TO THIS SECTION

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

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

SECTION 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 **you** for **legal expenses** incurred in pursuing recovery of **your uninsured losses**, guaranteed refund of **excess**, subject to the terms and conditions set out below.

If **you** need to make a claim under this section please call the **Swinton Accident and Claims Service** on **0800 040 7019**.

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.

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.

Accident

An accidental collision on a road between **your car** and anyone or anything else, that occurs during the **period of insurance** within the **territory**.

Approved provider

A solicitor, or other suitably qualified person, appointed by **Swinton Insurance** from their panel of nominated **solicitors**, on **our** behalf, to pursue recovery of **your**, an **authorised driver's** or **passenger's uninsured losses**.

Authorised driver

A person who is a named driver on **your** policy or insured by **your** policy to drive **your car** and was driving with **your** permission at the time of the **accident**.

Excess receipt

A receipt (or other documentation) which shows that **you** have paid the amount of **your excess**.

Legal expenses

Legal fees and expenses charged by the **solicitors** (on a **standard basis**) in connection with the **legal proceedings** (to the extent that they are not recovered from the **third party** in the **legal proceedings**). This also includes any costs which **you**, an **authorised driver** or a **passenger** have to pay by order of a court, tribunal or arbitrator in connection with the **legal proceedings**.

Legal proceedings

The pursuit of civil, tribunal or arbitration proceedings (and any appeal) and, where the context permits, all negotiations and other work conducted prior to and after the proceedings (whether or not the proceedings commence) with a view to recovering **uninsured losses**.

Passenger

Any person(s) in **your car** at the time of the **accident**.

Solicitors

The solicitor, or other suitably qualified person working under the supervision of a solicitor, who has been appointed by **Swinton Insurance**, on **our** behalf, to act on **your**, an **authorised driver's** or **passenger's** behalf, or a solicitor, or other suitably qualified person working under the supervision of a solicitor, who has been appointed by **you**, an **authorised driver** or a **passenger**. Subject in either case to the solicitor or other person signing **our** standard agreement before any work commences.

Standard basis

The basis of assessment of costs where the court will only allow costs which are reasonable and proportionate to the claim.

Territory

The **territorial limits**, any country which is a member of the European Union, Andorra, Gibraltar, Iceland, Liechtenstein, Monaco, Norway, San Marino and Switzerland.

Third party

The other party or parties involved in the **accident**.

Uninsured losses

Your, an **authorised driver's** or a **passenger's** losses, damage, injury or death arising from an **accident** which is not covered under sections 1 to 12 of **your** policy; for example loss of earnings, compensation for personal injuries, vehicle hire or credit repair costs.

What we cover

We will cover the **legal expenses** of **you**, an **authorised driver** and **passengers**, up to a maximum of £100,000, incurred in pursuing recovery of **uninsured losses** resulting from an **accident**, where an identifiable **third party** is deemed to be responsible.

We also provide a guaranteed refund of the amount of **your excess** where there is an identifiable **third party** who is deemed to be responsible.

SECTION 14: BENEFITS YOU RECEIVE

1. Legal Expenses

Legal expenses up to a maximum of £100,000 in pursuing claims to recover **uninsured losses** in respect of an **accident** where an identifiable **third party** is deemed responsible.

The **uninsured losses** may include, but are not limited to:

- loss of or damage to **your car** (and any caravan or trailer attached to it);
- loss of or damage to personal property whilst it is in or on **your car** (or any caravan or trailer which belongs to **you**);
- bodily injury or death to **you**, an **authorised driver** or **passenger** whilst in, getting into or out of **your car**; or
- loss of use of **your car**.

Legal Representation

Swinton Insurance will arrange for an **approved provider** to be appointed to act in the claim. The **approved provider** will be chosen by **Swinton Insurance** as an expert in this particular field. The cover for **Legal Expenses** is subject to agreeing to use **Insurers'** nominated panel of specialist **solicitors**. If **we** agree that **legal proceedings** need to be issued, **you**, the **authorised driver** or the **passenger** have a right to select any solicitor to act.

Conflict of interest

If at any time during the claim, **we** become aware of a possible conflict of interest with the **solicitors** (for example, because they also act for the **third party**) **we** will advise of this in writing and **Swinton Insurance** will recommend an alternative **approved provider**. **You**, the **authorised driver** or the **passenger** also have the right to select a solicitor, or other qualified person, to act where there is a conflict.

Appeals

Where **legal proceedings** have been issued and **you**, an **authorised driver** or **passenger** wish to appeal against a court ruling, **you**, the **authorised driver** or **passenger** must advise the **solicitors** in writing at least 14 days before the deadline given by the **solicitors**, or as soon as possible if there are less than 14 days left for making an appeal. The **solicitors** will seek **our** permission to proceed with such an appeal. Permission will not be unreasonably refused or delayed.

2. Guaranteed Excess Refund

If **you** have an **accident** where an identifiable and traceable **third party** is deemed to be responsible, **we** will repay **you** the amount of **your excess** within 90 days of **you** presenting **your excess receipt** to the **solicitors** if the **excess** has not been recovered from the **third party**.

You must provide the following to the **solicitors**:

- the name of the **third party**;
- the registration number of the **third party's** vehicle;
- contact details for the **third party**;
- the **third party's** insurance details (the name and telephone number of the insurer and the relevant policy number); and
- **your excess receipt**.

SECTION 14: GENERAL CONDITIONS WHICH APPLY TO THIS SECTION

In order for **us** to provide the cover in this section, the following conditions must be followed or apply. If they are not, cover may not be provided:

- a** The **authorised driver** wishing to pursue a claim under this section must have been driving the vehicle with **your** permission at the time of the **accident**;
- b** the **accident** is reported via the **Swinton Accident and Claims Service** on **0800 040 7019** as soon as possible;
- c** **you** or the **authorised driver** or **passenger** do not make or agree to any offer of settlement for the **uninsured losses** without **our** agreement, which will not be unreasonably refused or delayed;
- d** if **you** or the **authorised driver** or **passenger** unreasonably reject an offer of settlement equal to or greater than the amount of the **uninsured losses** eventually awarded, **we** will not cover the **legal expenses** incurred after such offer was rejected;
- e** **our** permission must be obtained to commence **legal proceedings** (which will be sought by the **solicitors**). **We** will not unreasonably refuse or delay permission;
- f** **you** or the **authorised driver** or **passenger** must pass to **Swinton Insurance** any correspondence received relating to any claim under this section;
- g** **you** or the **authorised driver** or **passenger** making the claim must keep the **solicitors** advised in a timely manner of all developments in the **legal proceedings**, (for example, any offer or payment of settlement);
- h** **you** or the **authorised driver** or **passenger** making the claim must give **us**, **Swinton Insurance** and the **approved providers**, as required, access to all relevant information, documents and evidence within **your**, the **authorised driver's** or the **passenger's** knowledge, custody or control;
- i** **you** or the **authorised driver** or **passenger** making the claim must follow the reasonable advice of the **solicitors** and co-operate with them and any barristers appointed;
- j** if there is any other insurance policy which would provide the same benefits as this section, **you**, the **authorised driver** or the **passenger** must notify **us** so that the cost of the claim can be shared between the policies and there is no double recovery.

In addition to the above, the following conditions apply in relation to the cover for the guaranteed **excess** refund:

- a** the **third party** must be identifiable and traceable;
- b** the **solicitors** must determine that the **third party** was responsible for the **accident**;
- c** **you** agree to **us**, recovering the amount of **your excess** in **your** name and for any such amounts or costs recovered to be paid to **us** to the extent of the amounts **we** have paid.

SECTION 14: GENERAL EXCLUSIONS WHICH APPLY TO THIS SECTION

We will not cover:

- a** any **legal expenses**, or other costs, incurred prior to a solicitor signing **our** standard agreement;
- b** the **legal expenses** of an **authorised driver** or **passenger** who **you** have taken **legal proceedings** against;
- c** any **legal expenses** if **you**, an **authorised driver** or a **passenger** withdraw from the **legal proceedings** without **our** approval;
- d** costs incurred in the appointment of an expert witness without **our** approval;
- e** **legal expenses** incurred as a result of unreasonable delays caused by **you**, the **authorised driver** or the **passenger**;
- f** where the **legal proceedings** are in constitutional or international courts or tribunals outside the **territory**;
- g** where the claim is due to a malicious act;
- h** where **your car** was being used:
 - as a taxi,
 - as a mini cab, or
 - for hire or reward
 other than in accordance with **your** policy;
- i** costs in respect to any criminal proceedings
- j** costs in respect of any claim or counter claim brought against **you** or an **authorised driver** by any other person, firm, organisation or company;
- k** if **you**, an **authorised driver** or a **passenger** make a false claim, deliberately exaggerate the claim, submit false declarations, statements or any false or invalid documents in support of a claim;
- l** any **accidents** where **you** or an **authorised driver** are being prosecuted for driving whilst under the influence of alcohol or non-prescribed drugs;
- m** loss arising from or caused by ionising radiation; radioactive contamination from nuclear fuel or nuclear waste from burning nuclear fuel; the radioactive, toxic, explosive or other dangerous properties of explosive nuclear equipment or nuclear parts; war, riot, revolution or civil unrest or any other similar event; sonic bangs, pressure waves from aircraft and other flying objects.
- n** costs in respect of the provision of any service which you agree to use for the provision of credit hire or credit repair.

YOUR OTHER INSURANCE BENEFITS:



WHAT WE COVER YOU FOR



WHAT WE DON'T COVER YOU FOR

Section 15: Excess Insurance

We will pay **you** up to the amount of **your excess** for each **Motor Claim** made under **your** policy, which has been accepted and settled (in whole or part), subject to the total amount payable in the **period of insurance** as shown in **your schedule**.

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.

Definitions applicable to this section

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

Commercial travel

Commercial use by sales representatives.

Motor claim

A claim under **your** policy arising as a result of fire, theft or vandalism, or as a result of an accident which was wholly or partially **your** fault or the fault of an **insured driver**, or where **you** are unable to recover **your excess** from a **third party** deemed responsible.

Please see the General Conditions applicable to this section below, as well as the General Exclusions and General Conditions applicable to **your** policy on pages 43-46.

Benefits payable

We will pay up to £500 in the **period of insurance**, as shown in **your schedule**.

- any **excess** where the **Motor Claim** has been declined;
- where no claim was brought under **your** policy because the value of the claim did not exceed the **excess**;
- any **excess** in respect of any claim made under **your** policy where that policy is on the basis of or includes **commercial travel**;
- any contribution or deduction in relation to settlement of **your Motor Claim** other than the amount of the **excess**;
- the amount of **your excess** which has been reimbursed by a **third party**;
- any liability the **you** accept by agreement, unless **you** would have been liable anyway;
- any **excess** in respect of a **Motor Claim** solely in respect of glass repair or replacement;
- if **you** are covered by any other insurance for the amount of the **excess**, **we** will not pay more than **our** share of **your** claim for the **excess**.

General Conditions applicable to this section

You must take care to follow these conditions. If **you** do not adhere to these conditions, cover may not be provided.

- **you** must notify **us** as soon as reasonably possible if **you** wish to make a claim under this section of **your** policy;
- no claim will be paid unless **your Motor Claim** is settled;
- **you** will permit **us** to take proceedings in **your** name, at **our** expense, to recover for **us** any amount, **we** pay to **you** under this section;
- **you** must take reasonable steps to safeguard against loss
- Cover is provided for the following uses:
 - social, domestic and pleasure;
 - personal business use by **you**
 - personal use by an **insured driver**;
 - personal business use by **you** and **insured driver** (excluding **commercial travel**);

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 13 – Breakdown, Section 14 – Driver's Legal Protection or Section 15 – 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 more than one section of **your** policy for the same incident, **you** will only have to pay one **excess** amount. This will be the higher **excess**.

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 **excess** recovery (as set out in Section 15 – 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** which has left **your car** a **total loss**, 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 **your** cancellation instructions before the renewal date.

If you cancel your policy at any other time

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

When we may cancel your policy

We may cancel **your** policy by sending **you**, or **Swinton Insurance** sending **you**, 7 days' written notice to **your** last known 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 45 for details.

GENERAL EXCLUSIONS: (applicable to Sections 1 to 12 and Section 15 of your policy)

When 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.

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 **0800 040 7019**;
- 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 *Canceling your policy* page 42. **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.

Swinton Group Limited (referred to as “Swinton” “us” or “we” in this notice) is a provider of insurance broking services in the financial services sector in the United Kingdom. What this means is that Swinton arranges and administers insurance policies in conjunction with our insurance panel partners.

Insurance is the pooling and sharing of risk in order to provide protection against a possible event risk occurring. In order to do this, information including your personal data, needs to be shared between different providers within the insurance journey, including insurers, price comparison websites, other brokers and those involved in claims management (who we call “Insurance Participants” in this notice). Swinton and the Insurance Participants are committed to safeguarding that personal data.

This notice is designed to help you understand how we and other Insurance Participants process your personal data through the insurance journey, from the point of obtaining a quote from us directly or from a price comparison website, through to taking out a policy, making a claim under your policy, to renewing your policy.

This notice sets out how we will use your personal data, and in particular, details the following:

- 1 Who we are
- 2 Sharing your personal data
- 3 The data we collect about you (personal data)
- 4 Where we might collect your personal data from
- 5 Identities of Data Controllers and Data Protection Contacts

6 The purposes and legal grounds we use for processing your personal data

7 Direct Marketing

8 Profiling and automated processing of personal data

9 Cookies

10 Retention of your personal data

11 International transfers and third party processors

12 Your rights and contact details of the ICO

[Detailed view including drop downs and html appendix link](#)

1. Who we are

Swinton Group Limited (company number 00756681) is registered as a company in England and Wales, with our registered address at Embankment West Tower, 101 Cathedral Approach, Salford M3 7FB. Swinton is part of the Covea Group of Companies. For more information on Swinton as an entity please see our [terms of use].

In relation to the personal data we collect from and use, we are the ‘data controller.’ This means we decide the purpose and manner in which your personal data is used and processed. The Insurance Participants may also be data controllers of your personal data, and this is explained more fully below.

2. Sharing your personal data

Swinton may share your personal data in a number of ways:

- a) Your personal data may be used by Swinton as the data controller or shared with our sister company Covea Insurance plc (company number 613259) as is necessary and explained within this privacy policy.
- b) Swinton will also share personal data with Insurance Participants, who may be data controllers in their own right.
- c) We may also share your personal data with law enforcement bodies, reinsurers and regulators such as the Financial Conduct Authority, as is necessary and permitted by law. In addition, in the event of a merger, acquisition, or any form of sale of some or all of our assets to a third party, we may also disclose your personal data to the third parties concerned or their professional advisors as is necessary.

- d) To assist us in providing insurance broking services to you, it is necessary for us to use third party suppliers. In using these third party suppliers, we often have to share and allow access to personal data to enable those third party suppliers to carry out the relevant services. If third party suppliers are using personal data to provide services on our behalf, they are known as ‘data processors’. Examples of important areas where we use third party suppliers (and therefore data processors) include for the purposes of:

- web and data hosting;
- cloud software;
- claims management;
- print production;
- market research;
- pricing and analytics;
- providing credit;
- credit searches;
- brand and product development;
- fraud prevention;
- compliance monitoring, quality management and audit; and
- debt management and collection.

We will ensure that any data processor we use has entered into a contract with us which fully sets out the data processor’s duties, including in relation to protecting the processing of your personal data.

3. The data we may collect about you (your personal data).

The following is a list of the types of personal data we may collect and hold about you:

Types of personal data	Details
Individual details	Name, address (including proof of address), other contact details (e.g. email and telephone numbers, gender, marital status, date and place of birth, nationality, employer, job title and employment history, and family details, including their relationship to you, vehicle and property details.
Identification details	Identification numbers issued by government bodies or agencies, including your national insurance number, passport number, tax identification number and driving license number.
Financial information	Bank account or payment card details, income or other financial information.
Risk details	Information about you which we need to collect in order to assess the risk to be insured and provide a quote. This may include data relating to your health, criminal convictions, or other special categories of personal data. For certain types of policy, this could also include telematics data.
Policy information	Information about the quotes you receive and policies you take out.
Credit and anti-fraud data	Credit history, credit score, sanctions and criminal offences, and information received from various anti-fraud databases relating to you.
Previous and current claims	Information about previous and current claims, (including other unrelated insurances), which may include data relating to your health, criminal convictions, or other special categories of personal data and in some cases, surveillance reports.

Some of the personal data you share with us may be what is known as **'special category'** personal data. Certain categories of personal data have additional protection under data protection regulation due to its sensitivity. Special category data includes data relating to health, criminal convictions, racial or ethnic origins, political opinions, religious or philosophical beliefs, trade union membership, genetic, biometric or data concerning sex life or sexual orientation. For the purposes of this notice, we should only process special category relating to health or criminal convictions.

4. Where we might collect your personal data from

We may receive your personal data through various channels; over the phone, through our website, face to face and directly through secure transfer from other Insurance Participants.

We might collect your personal data from various sources, including:

- you;
- your family members, employer or representative;
- other Insurance Participants;
- credit reference agencies, anti-fraud databases, sanctions lists, court judgements and other databases;
- government agencies such as the DVLA and HMRC;
- open electoral register; or
- in the event of a claim, third parties including the other party to the claim (claimant/ defendant), witnesses, experts (including medical experts), loss adjusters, solicitors, and claims handlers

The particular sources which apply in each case will depend on the context and your particular circumstances.

Disclosing other people's information to us

You should show this notice to anyone whose personal data you provide to Swinton. You must ensure that any such personal data you supply relating to anyone else is accurate and that you have obtained their consent to the use of their personal data for the purposes set out above. Where you authorise a third party on the policy, it is our standard practice to speak to either you or the third party regarding the policy, after completing relevant identity checks.

Telephone call recording

Telephone calls with us will be recorded for training, quality and complaint handling purposes. We engage third parties to carry out compliance monitoring on our behalf, and personal data including call recordings, is made available to such parties for this purpose.

5. Identities of Data Controllers and Data Protection Contacts

We are an insurance broker, which means that we will present quotes and incept policies from our panel of insurers. Some of these are intermediaries who will provide quotes to us from their own panel of insurers.

In order for us to provide our insurance broking services, your personal data is shared between Insurance Participants, including our insurance panel members, some of which you will not have direct contact with. Whilst Swinton is the data controller of any data it collects or uses, during the insurance journey, other Insurance Participants may also be a data controller. The initial data controller depends on how you have taken out your policy:

- **Where your employer or another organisation took out the policy for your benefit:** you should contact your employer or the organisation that took out the policy who should provide you with details of the insurer or intermediary that they provided your personal data to and you should contact their data protection contact who can advise you on the identities of other Insurance Participants that they have passed your personal data to.
- **Where you are not the policy holder or an insured:** you should contact the organisation that collected your personal data who should provide you with details of the relevant data protection contact.

Our insurance panel members

Who we share your personal data with, will depend upon whether you request a quote for a non-business policy, such as a personal motor policy or home policy, or whether you are a business customer. Further details are available on request.

6. The purposes and legal grounds we use for processing your personal data

Swinton will use and process your personal data in a variety of ways or ‘**purposes**’. A full list of the purposes we use is found in Appendix A at the end of this section, in order to provide services to you as an insurance broker. We must have a legal ground to process that personal data for the activity we are undertaking.

A summary of the legal grounds we use to personal data, are set out as follows:

- (i) In order to provide you with insurance quotes, set up and maintain your insurance policy, carry out fraud and credit checks, and handle claims, the legal ground for processing your personal data is that it is necessary for the performance of your insurance policy;

Failure to provide the requested personal data may mean we are unable to obtain a quote or incept a policy for you.
- (ii) For the following purposes for processing data, the legal ground we use to process that personal data is that it is necessary to fulfil our legitimate interests. Therefore, it is in our legitimate interest to process personal data for the purposes of:-

- network and information security,
- pricing modelling and analytics,
- defence and prosecution of legal claims,
- investigation or prosecution of fraud,
- transfer books of business, sale or reorganisations of the business
- direct marketing by post and phone

Further information on how we assess our legitimate interests can be made available on request.

7. Direct Marketing

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

We may collect personal data about you which, when combined with the personal data you have given us, helps us to target and tailor communications which we believe may be more relevant to you.

If you would like to opt out of receiving marketing correspondence of any kind, you can let us know at any time by writing to us, by calling us on 0800 116 4181 or online at www.swinton.co.uk/contact-us/customer-feedback/

We do not sell or pass on your details to any third parties for the purposes of marketing their own products or services.

8. Profiling and automated processing of personal data

When calculating insurance premiums Insurance Participants may compare your personal data against industry averages. Your personal data may also be used to create the industry averages going forward. This is known as profiling and is used to ensure premiums reflect risk.

Profiling may also be used by Insurance Participants to assess personal data you provide to understand fraud patterns.

Where special categories of personal data are relevant, such as medical history or past motoring convictions for motor insurance, your special categories of data may also be used for profiling.

Insurance Participants might make some decisions based on profiling and without human intervention (known as automatic decision making).

The legal ground Swinton uses to carry out automated processing is that it is necessary for the purposes of entering into, or performance, of your insurance policy. Swinton uses automated processing for the following purposes:-

(i) Fraud prevention and detection

In order to prevent or detect fraud we will check your details with various fraud prevention agencies and anti-fraud databases, who may record a search. These checks include processing conducted automatically by computers.

Insurers pass information to the Claims Underwriting Exchange database, run by the Motor Insurers’ Bureau (MIB). The aim is to help us check information provided and also to prevent fraudulent claims. We may at any time search the database including when we deal with your request for insurance.

If fraud is suspected, information will be shared with insurers and fraud prevention agencies. We search these databases when we deal with your request for insurance, at renewal, if changes are made to the policy or, in the event of an incident or claim. Other users of the fraud prevention databases, such as law enforcement agencies, may use this information in their own decision making processes. Under the conditions of your policy, you must tell us about any incident (such as an accident or theft) which may or may not give rise to a claim. When you tell us about an incident we will pass information relating to it, to our claims management business partners. All telephone calls relating to applications and claims may be monitored and recorded and the recordings used for fraud prevention and detection, training and quality control purposes.

We may also share your information with law enforcement agencies, other organisations and public bodies where we reasonably believe it is necessary for the prevention and detection of fraud, crime or where required to do so under a court order.

If your application for insurance has been declined and you believe this to be incorrect please explain why to a member of staff who will review the circumstances. You can contact us on 0800 1164181.

(ii) Credit reference checks

Soft Search

Swinton Insurance and our Insurers will conduct credit reference checks at one or more of the UK's credit reference agencies ("CRAs"). In all cases these checks will be carried out to confirm identity, help prevent fraud and calculate premiums. This is a soft search which means it is only visible to you (if you request a copy of your credit file at the credit reference agencies) and is not visible to other organisations. This type of credit reference check will not affect your credit file.

The search will be visible on your credit report but it won't affect your credit rating as it's not an application for credit. The CRAs may add the details of our searches and personal data that we hold about you to their records relating to you.

Quotation Search

Aviva are a member of our car insurance panel. In order for us to obtain a car insurance quote from Aviva, they will need to perform a fuller credit reference check with the CRAs, which is called a quotation search. This check is conducted at quotation, renewal and in certain circumstances where policy amendments are requested. This type of search will leave a footprint on your credit file which is visible to other lenders and companies (for example, other CRA customers). Aviva do offer their own Credit product. If you choose to pay monthly via the Aviva credit agreement, the status of your quotation search will be updated to reflect your credit application and this will be visible to other lenders and companies.

This type of search and the personal data about you may be used and disclosed by the CRAs to other lenders and companies to enable them to trace your whereabouts, recover debts that you owe and to verify your identity.

The Information Commissioners Office has provided guidance on how CRA checks work and how long information is retained for <https://ico.org.uk/media/for-the-public/documents/1282/credit-explained-dp-guidance.pdf> (PDF 953KB)

Records remain on file at the CRAs for six years after they are closed, whether settled by you or defaulted. CRAs may use this personal data for the purpose of carrying out statistical analysis about credit ratings. If you tell us that you have a spouse or financial associate with whom you have a personal relationship that creates a financial association* in a similar way to a married couple (for example if you have been living at the same address at the same time), we may:

- (i) search, link and/or record information at CRAs about you both,
- (ii) link any individual identified as your financial associate, in our own records,
- (iii) take both your and their information into account in future applications by either or both of you, and
- (iv) continue this linking until one of you notifies us that you are no longer linked.

* An association shows that you have a financial connection with someone else. This can be created by joint judgments, joint accounts, joint credit applications, or from information you have previously provided to CRAs through quotations and applications for credit.

Linked records

When CRAs receive a search from us they will link together your records and records about your spouse or financial associate. Links will remain on your credit file and theirs until such time as you or they successfully files for a disassociation with the CRAs. If your circumstances change and you believe you are no longer financially linked with another person you should contact the CRAs about this.

Contacting Credit Reference Agencies

You can contact the CRAs currently operating in the UK (CallCredit, Equifax and Experian) to find out what information they hold about you. The information they hold may not be the same so you may wish to contact more than one. Their details are below. They are entitled charge you a small statutory fee.

Call Credit, 0330 024 7574 or log on to www.callcredit.co.uk.

Equifax, Equifax Ltd Customer Service Centre, PO Box 10036, Leicester , LE3 4FS, 0333 3214043 or log on to www.equifax.co.uk.

Experian, Consumer Help Service, PO Box 8000, Nottingham NG80 7WF or call 0344 481 0800 or log on to www.experian.co.uk

Both types of credit checks as described above may be completed when obtaining a quote for you, whenever you change or renew the policy, to offer payment options and to calculate premiums.

If you would like further information on any of this automated processing you can contact us on 0800 1164181.

(iii) Risk analytics and insurance premium pricing

We will process your personal data to determine premium pricing, and assess a number of risk rating factors relating to your insurance policy.

(iv) Marketing

We will process your personal data to enable us to develop, review and improve the services which we offer and to enable us to provide you with relevant information through our marketing programme.

We may use your information to make decisions about you using technology to track or profile your, online journey, such as how you arrive on our website and for assessing which products might be most suitable for you.

If you believe the outcome of any automated processing has resulted in an outcome that you did not expect please explain why to a member of staff who will review the circumstances. You can contact us on 0800 1164181 to explain the circumstances.

9. Cookies

A cookie is a small text file that can be stored on your computer/device and is a standard feature on most modern websites in order to support your browser whilst navigating, to keep your website preferences and help to tailor your online experience.

We use cookies for a number of things. If you would like to read about them in more detail please see our full Cookie Policy on our website where we have listed which cookies we use and how to remove them from your device.

10. Retention of your personal data

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.

For the purposes of supporting our complaint handling, quality management, regulatory requirements and to defend against legal claims, personal data associated with the provision of quotes, inceptions and management of policies will be retained for a maximum of 7 years from the conclusion of your relationship with us.

Personal data will be retained for 11 years for the purpose of analysing and assessing risk in relation to insurance claims.

Personal data relating to quotes requested and subsequently not taken up by you will only be processed for marketing purposes for 4 years. Should you wish to stop receiving any form of marketing contact please let us know.

Call recordings will be retained for 3 years. Certain call recordings may be held for longer in the event that they are required to support specific regulatory investigations, complaints handling or the prevention and detection of crime.

11. International transfers and third party processors

As we have set out above, third parties may be used by us to ensure we can provide all or part of the service to you. In these instances, while the personal data you provide will be disclosed to them, it will only be used for services for which we have engaged that third party.

When we engage a third party to process any personal data, we conduct appropriate data protection and information security due diligence. We use audits, evidence certifications, penetration

and vulnerability tests and conduct on site reviews where appropriate. All transfers of personal data between Swinton and our suppliers are sent using a secure method.

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.

12. Your rights and contact details of the ICO

As we control how your personal data is used, we are the data controller and you are the 'data subject.' Under data protection regulations you have rights as a data subject. You may have the right as a data subject to require us to:

- provide you with further details on the use we make of your personal data including special category data;
- provide you with a copy of the personal data you have provided to us;
- provide information that you have provided to us to either you or a third party in a reusable format;
- update any inaccuracies in the personal data we hold about you;
- delete any special category of data/personal data that we no longer have a lawful ground to use;
- where you have consented to Swinton processing your personal data for a particular purpose, to withdraw your consent so that we stop that particular processing;

- object to any processing based on the legal ground Swinton is processing it in its legitimate interests unless our reasons for undertaking that processing outweigh any prejudice to your data protection rights; and
- restrict how we use your personal data whilst a complaint is being investigated.

In certain circumstances we may need to restrict the above rights in order to safeguard the public interest (e.g. the prevention or detection of crime) and our interests (e.g. the maintenance of legal privilege). We will explain this to you as necessary.

YOUR RIGHT TO COMPLAIN TO THE ICO

If you are not satisfied with our use of your personal data or our response to any request by you to exercise any of your rights in this section, or if you think that we have breached data protection regulation, then you have the right to complain to the Information Commissioner's Office ("ICO").

Please see below for contact details of the ICO

Information Commissioners Office
 Wycliffe House
 Water Lane
 Wilmslow
 Cheshire
 Tel: 0303 123 1113 (local rate) or
 01625 545 745 (National rate)
 Email: casework@ico.org.uk

If you have any questions in relation to our use of your personal data, you should first contact the Data Protection Officer Swinton Insurance, Embankment West Tower, 101 Cathedral Approach, Salford, M3 7FB

If you would like to speak to us about how we use your information you can contact us on 0800 1164181.

Appendix a

List of legal grounds we rely upon

For processing personal data and special categories of personal data	
Legal Ground	
Performance of our contract with you	Processing is necessary for the performance of a contract to which you are party or in order to take steps at your request prior to entering into a contract.
Compliance with a legal obligation	Processing is necessary for compliance with a legal obligation to which we are subject.
Protection of vital interests of you or another person	Processing is necessary in order to protect the vital interests of you or another natural person.
In the public interest	Processing is necessary for the performance of a task carried out in the public interest.
For our legitimate business interests	Processing is necessary for the purposes of the legitimate interests pursued by us or by a third party, except where such interests are overridden by your interests or fundamental rights and freedoms which require protection of personal data, in particular where you are a child. These legitimate interests are set out next to each purpose.
For processing special categories of personal data	
Your explicit consent (optional)	You have given your explicit consent to the processing of those personal data for one or more specified purposes. You are free to withdraw your consent , by contacting our Data Protection contact.
Your explicit consent (necessary)	You have given your explicit consent to the processing of those personal data for one or more specified purposes, where we are unable to procure, provide or administer insurance cover without this consent. You are free to withdraw your consent by contacting our Data Protection Contact. However withdrawal of this consent will impact our ability to provide insurance or pay claims. For more details see section 5.

Protection of vital interests of you or another person, where you are unable to consent	Processing is necessary to protect the vital interests of you or of another natural person where you are physically or legally incapable of giving consent.
For legal claims	Processing is necessary for the establishment, exercise or defence of legal claims or whenever courts are acting in their judicial capacity.
In the substantial public interest	Processing is necessary for reasons of substantial public interest, on the basis of EU or UK law.
For health services	Processing is necessary for the purposes of preventative or occupational medicine, for medical diagnosis, the provision of health or social care or treatment on the basis of EU or UK law or pursuant to contract with a health professional who is under legal or professional obligations of secrecy.

MORE INFORMATION

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

Registration and Regulatory Information

Swinton Group Limited, registered in England and Wales number 756681, with its registered office at Embankment West Tower, 101 Cathedral Approach, Salford, M3 7FB. Swinton Group Limited is authorised and regulated by the Financial Conduct Authority under number 309599.

Details of the **insurers** for Sections 1 to 12 of **your policy** are held within **your schedule**.

The **Insurers** of Section 14 are Covea Insurance plc.

The **Insurers** of Sections 13 and 15 are Inter Partner Assistance SA (IPA).

Financial Services Compensation Scheme

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

Motor Insurance Database

Information relating to **your** policy will be added to the Motor Insurance Database (MID), managed by the Motor Insurers' Bureau (MIB). The police, the Driver and Vehicle 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.

It is vital that **your** correct registration number is shown on the MID. If it is not, **you** are at risk of having **your car** seized by the police. **You** can check that **your** correct registration number is shown on the MID at: www.askmid.com.

Law

You and **we** can choose the law that governs **your** policy. Unless **you** and **we** agree differently in writing, English law will apply and that the English courts alone shall have jurisdiction in any dispute. **We** supply the policy documents only in English, and will always communicate with **you** in English.

Cheatline

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

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

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

Swinton Insurance

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

www.swinton.co.uk

Swinton Group Limited, registered in England and Wales, registered number 756681 whose registered office is at: Embankment West Tower, 101 Cathedral Approach, Salford, M3 7FB. Calls are recorded for training and quality purposes. Authorised and regulated by the Financial Conduct Authority.

swinton
insurance