



# Short Term Private Car Insurance Policy Wording

September 2023

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# Contract of Insurance

## Introduction

This Policy is a contract between Us and You, the Policyholder.

In return for You paying the agreed premium, We will provide insurance cover, subject to the Terms, Exceptions, Exclusions, Conditions and Endorsements contained in or endorsed upon this Policy for the cover shown in Your Motor Insurance Schedule for accident, injury, loss or damage that happens during the Period of Insurance shown on Your Certificate of Motor Insurance and within the Territorial Limits.

This contract is subject to English law unless both parties agree otherwise.

This contract of insurance is based on the answers and any other information You gave Us when taking out cover confirmed in the Private Car Statement of Insurance. It is an offence under the Road Traffic Act to make a false statement or withhold information for the purposes of obtaining Motor Insurance. You are required by the Consumer Insurance (Disclosure and Representations) Act 2012 to take reasonable care to answer all questions asked honestly, accurately and to the best of Your knowledge and that any other information given either verbally or in writing by You, or on Your behalf, at the time You applied for insurance is also complete. Failure to supply accurate and complete answers may mean Your Policy is invalid and that it does not operate in the event of a claim.

It is not intended that the Contracts (Rights of Third Parties) Act 1999 should confer any additional rights under this Policy in favour of any third party.

Your car insurance contract is made up of the following documents, which should be read together:

- This Policy Wording document
- The Motor Insurance Schedule
- The Certificate of Motor Insurance
- The Statement of Insurance

Please carefully read all the documents that form Your contract of insurance and make sure that the insurance meets with Your requirements.

You must inform Your Broker immediately if any of the details are incorrect or if You have any concerns with this Policy Wording document, or You do not understand it or any of the Terms or Conditions contained in it. Please keep all Your documents in a safe place. You can view or download Your Policy Documents at any time from the Broker's website.



# The Parties Involved in Your Insurance

Your policy will be underwritten by Watford Insurance Company Europe Limited and Alwyn Insurance Company Limited.

Your Policy is underwritten by more than one insurer. The insurer of your Policy will be shown on your Certificate of Motor Insurance, co insurers will be listed in Section 13. If, for any reason, one of the insurers is unable to fulfil all or part of its responsibility to You under your Policy, You may be entitled to compensation from the Financial Services Compensation Scheme (FSCS). This is because the remaining insurers are not responsible for compensating You for the insurer that is unable to fulfil its obligations to You. Further information about the compensation scheme arrangements can be found under the General Information Section of this document.

Somerset Bridge Limited are the administrators of this policy for and on behalf of the underwriters listed above.

Somerset Bridge Limited are authorised and regulated by the Financial Conduct Authority (773500). Registered in England and Wales: Company No: 10427946. Registered Address: Lysander House, Catbrain Lane, Cribbs Causeway, Bristol, United Kingdom, BS10 7TQ.

Your Insurance policy has been issued and sold to You by Your broker. You will find their details on your policy schedule. You should contact them if you have any questions about your insurance or if you need to make a change to your insurance.

Damian Arnold  
CEO  
Somerset Bridge Ltd



## Information about Your Policy documents

Your car insurance contract is made up of:

- This Policy Wording document;
- Your Schedule which has details of You and any Named Driver(s), Your insurer, Your Car and the cover provided;
- Your current Certificate of Motor Insurance which details the Car that is covered, who is entitled to drive the Car, what the Car can be used for, and the Period of Insurance; and
- Your Statement of Insurance which shows all the information You have provided Us and on which the cover has been based.

Your Schedule will show You which Sections, Excesses and Endorsements in this Policy apply to You. You should keep a record (including copies of letters) of all the information You supply Us with, in relation to this insurance.

## Your Cancellation Rights

For full details, please see the cancellation Section 10 of this Policy Wording document.

You have the right to cancel this contract of insurance without giving any reason, at any time. Due to the short-term nature of this insurance there will be no refund of premium if you decide to cancel.

We have the right to cancel Your Policy at any time by giving You 7 days' notice in writing. We will send a cancellation letter to the latest address We have for You and will set out the reason for cancellation in the letter. We will not cancel Your Policy without a valid reason for doing so.

We may also cancel this Policy with immediate effect if You:

- Do not keep to the Terms and Conditions of this Policy.
- Make or try to make a fraudulent claim under this Policy or where We reasonably suspect fraud.
- Fail to cooperate with Our representatives.

Due to the short-term nature of this policy there will be no refund of premium if We decide to cancel.

## Claims service

### How to Make a Claim

To make a claim, or to report an incident which may result in a claim, call the 24-hour Claims Helpline on 0344 8409500. Lines are open 365 days a year.

Please note that You must report all incidents to Us that you or any Named Driver is involved in no matter how trivial and regardless of blame, within 24 hours of the incident, ideally within the first hour. This is whether You wish to make a claim under the Policy or not. Delay in notification of an incident to Us may invalidate Your right to claim. When You call, please have ready:

- Your current Certificate of Motor Insurance,
- Details of the driver if other than Yourself,
- Your Car; and
- Details of the incident itself.

If Your claim is due to Theft, attempted Theft or Vandalism You must also inform the police and obtain a crime reference number. Our operators will take down full details of the incident. Our operators will also provide every assistance to ensure the least inconvenience to You, and through the use of the extensive Approved Repairer network, can ensure (if Your cover is relevant) a fast and efficient repair.

If for any reason You have not been able to exchange details with other driver(s) or owner(s) of property or You were in collision with an animal, You must report the accident to the police as soon as possible



and certainly within 24 hours of the accident. We will deal with Your claim and claims made against You, as quickly and fairly as possible. Please read the General Conditions Applying to the Whole Policy - Section 12. For Our joint protection, telephone calls may be recorded and monitored by Us.

## Repairs

By using Our nominated repairer, You will benefit from a number of things, including a guarantee for Your repairs, and authorisation and payment direct to the repairer. All You need to do is pay Your Excess. You are of course permitted to use Your own repairer, however, You will not be entitled to the benefits shown in the table below and will need to submit repair estimates to Us for authorisation, which may delay the progress of your claim.

Repairs	If the damage to Your Car is covered under Your Policy and can be repaired, then We will arrange for one of Our nominated repairers to contact You.
Authorisation	You do not need to get any estimates and Your repairs can begin as soon as We have authorised them.
Delivery	When the work is complete, the repairer will contact You to arrange a convenient time to deliver Your Car back to You.
Payment	We will pay the bill. All You need to do is pay any Policy Excess to the repairer before the Car is delivered back to You.

If Your Car is a total loss (a write off), We will ask You to send in Your original documents (for example V5C and MOT certificate). Remember to clear Your Car of personal belongings.



## If You Have an Accident

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

### Stop

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

### Sketch

- Make a quick sketch of the direction and final position of each vehicle (it is worth keeping a pen and paper in Your Car). If You have a dashboard camera, ensure you save any footage it has recorded.

### Note

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

### Take a photo

- If You have a mobile phone with You that is fitted with a camera, try and take photographs to support the positions of the vehicles and the extent of damage.C

### Provide

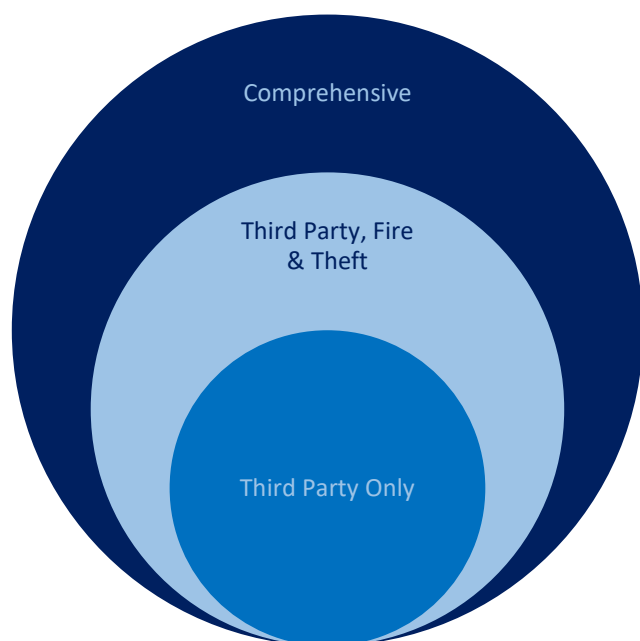
- You must give Your own details to anyone who has reasonable grounds for requesting them.

### DO NOT

- Do not admit responsibility, either verbally or in writing, or offer to make any payment. Instead, ask any other person involved in the accident to contact Us on the 24-hour claims helpline number above. By getting the other person(s) involved in the accident to ring the 24-hour helpline, You will give them the opportunity of obtaining Our assistance in progressing repairs.



## Guide to Cover



You will be entitled to specific Policy features and benefits depending on the type of cover that you have selected.

**Third Party Only (TPO)** is the most basic level of cover, which only affords protection for damage or injury to Third Parties caused by Your Car.

**Third Party, Fire and Theft (TPFT)** provides cover for damage or injury to Third Parties caused by Your Car, and loss or damage to Your Car caused by Fire or Theft.

**Comprehensive (COMP)** provides the highest level of cover. This includes cover for damage or injury to Third Parties, loss or damage to Your Car caused by Fire or Theft, and additional cover for you and Your Car.

Your Schedule displays the cover you have selected.

The below table lists the main features and benefits You will receive depending on the level of cover You have selected. Full details of cover and limitations are explained in each of the relevant Sections.

Section(s)	Page Number(s)	Policy Features & Benefits	Comprehensive	Third Party, Fire & Theft	Third Party Only
Section 1	11	Damage to Your Car	Covered	Not Covered	Not Covered
Sections 1 & 2	13 & 15	Repair Guarantee	Covered	Covered	Not Covered
Section 2	14	Damage or loss by Fire or Theft	Covered	Covered	Not Covered
Section 3	17	Legal liability to Third Parties	Covered	Covered	Covered
Section 4	18	Minimum Cover Whilst Abroad	Covered	Covered	Covered
Section 5	20	Personal accident	Covered	Not Covered	Not Covered
Section 6	20	Medical Expenses	Covered	Not Covered	Not Covered
Section 7	21	Emergency Medical Treatment	Covered	Covered	Covered





# Meaning of words in this Policy

## Definitions

The following defined words will carry the same meaning wherever they are shown from this point forward.

Word/Term/Phrase	Definition
Accessory/Accessories	Any permanently fitted standard parts, products or equipment specifically designed to be fitted to Your Car. Some accessories may be classed as modifications therefore You must notify Us of any alterations that are made to Your Car as soon as they occur.
Approved Repairer	A repairer from Our approved network, whom We will authorise to repair Your Car following a claim under Section 1 or Section 2 of this Policy.
Certificate of Motor Insurance	The Certificate of Motor Insurance shows what Car is covered, who is entitled to drive the Car, what the Car can be used for, and the Period of Insurance.
Endorsement(s)	A clause which changes the Terms of the Policy. Any Endorsements which apply will be shown on Your Schedule.
Excess(es)	The part of the claim that You must pay.
Exception(s)	Exception(s) to Exclusion(s) limit the application of the Exclusion(s) meaning that the Exclusion does not apply to the described circumstances.
Exclusion(s)	Circumstances not covered by this Policy.
Fire	Fire, self-ignition, lightning and explosion.
Great Britain	England, Scotland and Wales.
Green Card	A Green Card is a document used to provide proof that You have the minimum compulsory insurance cover required by law to drive in that country.
Indemnity (Indemnified/Indemnify)	A legal principle which ensures that You are placed as near as possible in the same position after a loss, as You occupied immediately before the loss, by providing compensation for the losses and liabilities.
Key(s)	Any Key, device or code used to secure, gain access to, and allow Your Car to be started or driven.
Market Value	The retail Market Value based on current industry standard guides for purchasing, or replacing, the insured vehicle with one of the same make, model, age, trim level, recorded mileage and being in a similar condition. These guides are motor trade publications, recognised and used extensively throughout the motor vehicle industry to value new/used vehicles. We will consider motor trade publications such as, but not limited to CAP (CAP Motor Research Ltd), Parkers Guide, Cazoo or Glasses Guide.
Schedule / Motor Insurance Schedule	The Motor Insurance Schedule provides details of You, any Named Driver(s), Your Car, the cover provided, Endorsements, premium and any Excess that may apply to Your Policy.
Statement of Insurance	A record of the information You gave Us, including information given on Your behalf and verbal information You give.
Named Driver	Other person(s) named in Your Motor Insurance Schedule, Statement of Insurance and Certificate of Motor Insurance who are entitled to drive Your Car.
Partner	Your husband, wife, Civil Partner (as defined in the Civil Partnership Act 2004) or someone who You are living with in a long-term permanent relationship as if You are married to them.
Period of Insurance	The period You are insured for, as shown on Your Certificate of Motor Insurance.
Personal Belongings	Possessions belonging to you, or any passenger in your vehicle, that can either be worn or used portably and are capable of being carried on you in everyday life.



Policy	This Policy Wording document, the Motor Insurance Schedule, Statement of Insurance and Certificate of Motor Insurance.
Terms and Conditions	All Terms, Exclusions, Conditions and limits which apply to Your Policy.
Territorial Limits	United Kingdom and the Isle of Man.
Theft	Theft or attempted theft or the taking of Your Car without permission with the intention of permanently depriving you of Your Car.
Track Day	When Your Car is driven on a racing track, on an airfield or at an off-road event.
Trailer	Any drawbar trailer, semi-trailer, horsebox, caravan or car which is towed by Your Car.
United Kingdom	Great Britain and Northern Ireland
Vandalism	Deliberate destruction or damage of property.
We/Us/Our	Somerset Bridge Ltd
You/Your	The person or persons named in Your Motor Insurance Schedule, Statement of Insurance and Certificate of Motor Insurance.
Young and/or Inexperienced Driver	Any driver under the age of 25 or any driver 25 years of age and over but not holding a Full UK/EU licence for 12 months or more.
Your Car	The Car shown by Vehicle Registration Mark (VRM) on your certificate and as described on Your Schedule.

## Acronyms & Abbreviations

Word/Term/Phrase	Definition
CUE	The Claims and Underwriting Exchange
DLN	Driving Licence Number
DVANI	Driver & Vehicle Agency Northern Ireland
DVLA	Driver and Vehicle Licensing Agency
EEA	European Economic Area
EU	European Union
FOS	The Financial Ombudsman Service
FSCS	The Financial Services Compensation Scheme
GCFA	Green Card Free Circulation Area
MIAFTR	The Motor Insurance Anti-Fraud and Theft Register
MIB	Motor Insurers' Bureau
MID	Motor Insurance Database
MOT	Ministry of Transport
NCB	No Claims Bonus
SORN	Statutory Off Road Notification
UK	United Kingdom
VRM	Vehicle Registration Mark



# Section 1

## Loss and Damage to Your Vehicle

### What is covered

If You have Comprehensive cover, We will pay for:

- Loss of or damage to Your Car; and

### What is not covered

We will not pay for any of the following:

- Any loss or damage up to the amount of the Excess that appears in Your Schedule or elsewhere in this Policy Wording document.
- Any Young and Inexperienced Driver or applicable Excess.
- Loss or damage more specifically covered under Sections 2 or 3.
- Loss of use of Your Car (including the cost of hiring another vehicle).
- Wear and tear.
- Failures, breakdowns or breakage of mechanical, electrical, electronic or computer equipment.
- Loss of Keys or similar device, remote controls or security devices and in any of these events the replacement of locks.
- Damage to Your tyres caused by braking, punctures, cuts or bursts.
- Any increase in damage as a result of Your Car being moved under its own power following an Accident, Fire or Theft, unless Your Car is causing an obstruction.
- Your Car losing Market Value after or because of repairs.
- Depreciation or any other loss of value.
- Damage caused by frost or freezing.
- Loss of or damage to Your Car where possession of it is gained by deception by someone who claims to be a buyer or agent.
- Your Car being repossessed by its rightful owner or having to pay compensation to the owner.
- Loss or damage if Your Car is being driven by someone who does not hold a valid driving licence, currently has a suspended or revoked driving licence or someone who is driving outside of the conditions of their licence.
- Any amount greater than the manufacturer's last list price for replacing any part or Accessory lost or damaged.
- Repairs or replacements which improve the condition of Your Car beyond its condition immediately before the loss or damage occurred.
- Any loss or damage whilst You, anyone insured under Your Policy, or anyone You give authority to, undertakes any form of repairs or improvements to Your Car who is not qualified to do so.
- Loss of or damage to Your Car as a result of a deliberate act by anybody insured by the Policy.
- Loss of or damage to Your Car arising from confiscation or requisition or destruction by or under order of any Government or public or local authority.
- Loss or damage to Your Car arising from it being taken by, or driven by, a person who was not an insured driver under the Policy, but was a member of Your family or household or any other person known to You, unless You can prove that the person intended to permanently deprive You of Your Car and You have actively assisted in the prosecution of the person(s).
- Any loss or damage whilst being parked by an employee of a hotel or restaurant, valet, or car parking service.
- Any storage charges unless You tell Us about them and We agree in writing to pay for them.
- Costs of importing parts or Accessories or storage costs caused by delays, where the parts or Accessories are not available from current stock in the UK.
- Loss of or damage to Accessories and spare parts by Theft if Your Car is not stolen at the same time.
- Loss or damage arising whilst Your Car is being driven by, or in the charge of, a driver described on Your Certificate of Motor Insurance as an insured driver, or any other person who is:



- Driving with an alcohol level in excess of the legal limit; or
- Driving whilst unfit through drink or drugs; whether prescribed or otherwise; or
- Failing to provide a blood, urine or breath specimen when required to do so, without lawful reason; or
- Driving whilst unlawfully using a hand-held phone.
- Loss or damage if Your Car is used on the Nurburgring Nordschleife, or for racing formally or informally or driving competitively against another motorist, pace-making, competitions, rallies, Track Days, trials or tests, speed trials or speed tests, either on a road, track or at an off-road 4 x 4 event.
- Loss or damage to Your Car caused by an inappropriate type or grade of fuel being used.
- Loss or damage to any Trailer or caravan whether or not it is being towed by or attached to Your Car.
- Manufacturer's optional extras and/ or modifications are only covered if you have notified Us and We have agreed to arrange cover for them. If You make a claim for loss or damage to Your Car, We will only pay the cost of replacing parts needed for Your Car to meet the manufacturer's standard specification. Failure to notify Us of a modification may result in Your Policy being cancelled or treated as if it never existed, or in Your claim being rejected or not fully paid.
- Loss of or damage to Your Car as a result of malicious damage/Vandalism, where the Police refuse to issue a crime reference number, however the issuing of a crime reference number will not guarantee settlement of a claim.
- Loss of or damage to Your Car or Accessories, whilst Your Car is left unattended, arising from Theft, attempted Theft, malicious damage or Vandalism when:
  - the ignition keys have been left in or on Your Car; or
  - Your Car has not been secured by means of door and boot lock; or
  - any window or any form of sliding or removable roof or hood have been left open or unlocked; or
  - Your Car is fitted with a manufacturer's standard security device and the device is not operational or is not in use.
  - Alarms, immobilisers and tracking devices are not fully operational or switched on when Your Car is left unattended.
- Any loss of any kind directly or indirectly arising from the provision of, or delay in providing, the services to which this Policy relates, unless negligence on Our part can be demonstrated. An example of this would be the loss of wages as a result of an insured incident.

### ***Young and Inexperienced Driver Excess***

The standard Policy Excess is stated on Your Motor Insurance Schedule. If Your Car or any of its Accessories or spare parts are damaged whilst Your Car is being driven by, or in the charge of a person who is a Young and/or Inexperienced Driver, You will have to pay the additional Excess shown on Your Policy Schedule.

### ***Non-Approved Repairer Excess***

Should you choose to use a repairer outside of Our Approved Repairer network, you will be subject to an increased excess amount which is shown on Your Policy Schedule.

### ***How Your claims are settled under this Section***

In the event of loss or damage to Your Car or Accessories resulting from Accident, Fire or Theft We will either:

- Repair the damage
- Replace what is lost or damaged beyond economical repair
- Pay the cost of the loss or damage

We can choose which of these actions We will take for any claim We accept.

Recycled parts or non-original parts and equipment may be used in repairs or taken into account in the claim's settlement.



### **Repairs**

Your Car is covered while with a member of the motor trade for the purpose of maintenance or repair not associated with the cover provided by this Policy e.g. normal maintenance. Cover under this Section will not apply if Your Car is covered by another insurance policy e.g. a motor trade policy.

### **Repair Guarantee**

If Your Car is repaired by one of Our Approved Repairers, any works done on Your Car will be guaranteed for 5 years and any parts fitted are guaranteed as per the manufacturer's parts guarantee throughout the time that You own Your Car.

### **Storage**

If Your Car is a total loss, We:

- may put Your Car in free and safe storage until Your claim is settled;
- will be entitled to take possession of Your Car once We have settled Your claim;
- will also pay the reasonable cost of protecting and taking Your Car to:
  - the nearest suitable insurer nominated repairer or a place of storage after such damage; and
  - Your address as shown in the Schedule after repair, if appropriate to do so.

### **Settlement**

If You are still paying for Your Car under a hire purchase or leasing agreement We, may at Our discretion, and where appropriate, pay a claim for the total loss of Your Car to the hire purchase or leasing company.

If We settle a total loss claim under this Section all outstanding premium may be deducted from the claim's settlement.

We, on behalf of your insurer, shall be entitled to conduct the defence or settlement of any claim and to instruct the solicitors of Our choice to act for You in any proceedings. In circumstances where it is considered appropriate We will be entitled to admit liability, for the costs covered under this Policy, on behalf of You or any person claiming Indemnity under the Policy. Such admissions may be made prior to or after the commencement of proceedings in relation to any event likely to give rise to a claim under the Policy.

**No admission, offer, promise, payment or Indemnity shall be made by You or any person (or on behalf of any person) claiming Indemnity under the Policy.**

### **Costs You may be liable for**

- If Your claim is accepted by Us, and any changes to Your Policy since it started are identified, You may need to pay an additional premium and any associated fees.
- If Your claim is settled on a total loss basis and You do not replace Your Car under this Policy, You will be liable to pay Your full premium, for which We reserve the right to deduct from Your claims settlement.

If Your claim is not accepted by Us, You may be liable to repay costs already incurred by Us. These may include, but are not limited to engineers' fees, vehicle recovery charges, and vehicle storage charges.



## Section 2

### Damage or loss by Fire or Theft

#### What is covered

- Loss of or damage to Your Car caused by:
  - Theft or attempted theft; and
  - Fire and lightning.

#### What is not covered

- Loss or damage to Your Car covered under any other Section of this Policy.
- Any loss or damage up to the amount of the Excess that appears in Your Motor Insurance Schedule or elsewhere in this Policy Wording document.
- Loss of use of Your Car (including the cost of hiring another vehicle).
- Wear and tear.
- Failures, breakdowns or breakage of mechanical, electrical, electronic or computer equipment.
- Loss or Theft of keys or similar device, remote controls or security devices and in any of these events the replacement of locks.
- Your Car losing Market Value after or because of repairs.
- Any other loss of value.
- Loss of or damage to Accessories and spare parts by Theft if Your Car is not stolen at the same time.
- Loss or damage to any Trailer or caravan whether or not it is being towed by or attached to Your Car.
- Any increase in damage as a result of Your Car being moved under its own power following an incident of Fire or Theft, unless Your Car is causing an obstruction.
- Loss of or damage to Your Car where possession of it is gained by deception by someone who claims to be a buyer or agent.
- Your Car being repossessed by its rightful owner or having to pay compensation to the owner.
- Any amount greater than the manufacturer's last list price for replacing any Accessory or part lost or damaged.
- Repairs or replacements which improve the condition of Your Car beyond its condition immediately before the loss or damage occurred.
- Loss of or damage to Your Car as a result of a deliberate act by anybody insured by the Policy.
- Your Car being confiscated or destroyed by or under order of any Government or public or local authority.
- Loss or damage to Your Car arising from it being taken by, or driven by, a person who was not an insured driver under the Policy, but was a member of Your family or household or any other person known to You, unless You can prove that the person intended to permanently deprive You of Your Car and You have actively assisted in the prosecution of the person(s).
- Costs of importing parts or Accessories or storage costs caused by delays, where the parts or Accessories are not available from current stock in the UK.
- Manufacturer's optional extras and/ or modifications are only covered if they have been declared and We have agreed to arrange cover for them. If You make a claim for loss or damage to Your Car, We will only pay the cost of replacing parts needed for Your Car to meet the manufacturer's standard specification. Failure to notify Us of a modification may result in Your Policy being cancelled or treated as if it never existed, or in Your claim being rejected or not fully paid.



- Loss of or damage to Your Car as a result of an alleged Theft or alleged arson, where the Police refuse to issue a crime reference number, however the issuing of a crime reference number will not guarantee settlement of a claim.
- Loss of or damage to Your Car or its Accessories, whilst Your Car is left unattended, arising from Theft or attempted Theft when:
  - the ignition keys have been left in or on Your Car; or
  - Your Car has not been secured by means of door and boot lock; or
  - any window or any form of sliding or removable roof or hood have been left open or unlocked; or
  - Your Car is fitted with a manufacturer's standard security device and the device is not operational or is not in use.
  - Alarms, immobilisers and tracking devices are not fully operational or switched on when Your Car is left unattended.
- Any loss of any kind directly or indirectly arising from the provision of, or delay in providing, the services to which this Policy relates, unless negligence on Our part can be demonstrated. An example of this would be the loss of wages as a result of an insured incident.

## **How Your claims are settled under this Section**

For loss of or damage to Your Car caused by Fire or Theft We will either:

- pay for any necessary repairs; or
- pay the Market Value of Your Car immediately before the loss (this is not necessarily the value You declared when the insurance was taken out) if Your Car is determined as a total loss.

We can choose which of these actions We will take for any claim We accept.

Recycled parts or non-original parts and equipment may be used in repairs or taken into account in the claim's settlement.

### ***Repairs***

Your Car is covered while with a member of the motor trade for the purpose of maintenance or repair not associated with the cover provided by this Policy e.g. normal maintenance. Cover under this Section will not apply if Your Car is covered by another insurance policy e.g. a motor trade policy.

### ***Repair Guarantee***

If Your Car is repaired by one of Our Approved Repairers, any works done on Your Car will be guaranteed for 5 years and any parts fitted are guaranteed as per the manufacturer's parts guarantee throughout the time that You own Your Car.

### ***Storage***

If Your Car is a total loss, We may put it in free and safe storage until Your claim is settled. We will also be entitled to take possession of Your Car once We have settled Your claim.

We will also pay the reasonable cost of protection and taking Your Car to the nearest suitable insurer nominated repairer or a place of storage after such damage and where appropriate returning it after repair to Your address as shown in the Schedule.





### **Settlement**

If You are still paying for Your Car under a hire purchase or leasing agreement We, may at Our discretion, and where appropriate, pay a claim for the total loss of Your Car to the hire purchase or leasing company.

If We settle a total loss claim under this Section all outstanding premium may be deducted from the claim's settlement.

We, on behalf of your insurer, shall be entitled to conduct the defence or settlement of any claim and to instruct the solicitors of Our choice to act for You in any proceedings. In circumstances where it is considered appropriate We will be entitled to admit liability, for the costs covered under this Policy, on behalf of You or any person claiming Indemnity under the Policy. Such admissions may be made prior to or after the commencement of proceedings in relation to any event likely to give rise to a claim under the Policy.

**No admission, offer, promise, payment or Indemnity shall be made by You or any person (or on behalf of any person) claiming Indemnity under the Policy.**

### **Costs You may be liable for**

- If Your claim is accepted by Us, and any changes to Your Policy since it started are identified, You may be liable for any additional premium and associated fees.
- If Your claim is settled on a total loss basis and You do not replace Your Car under this Policy, You will be liable for Your full premium, for which We reserve the right to deduct from Your claims settlement.
- If Your claim is not accepted by Us, You may be liable to repay costs already incurred by Us. These may include, but are not limited to engineers' fees, vehicle recovery charges, and vehicle storage charges.





## Section 3

### Liability to third parties

#### What is covered

- We will cover legal liability for the death of or injury to any person, and damage to property, caused by:
  - You using or being in charge of Your Car;
  - a Trailer, broken-down vehicle or caravan while attached to Your Car;
  - any person driving Your Car with Your permission (as long as Your Certificate of Motor Insurance shows that he or she is covered under the policy to drive Your Car);
  - any person using (but not driving) Your Car, with Your permission, for social, domestic and pleasure purposes; or
  - any person getting into or getting out of Your Car.
- We will also cover the following:
  - The cost of emergency treatment under the Road Traffic Act.
- And, if We first agree in writing:
  - Fees for any solicitor appointed by Us for representation at any coroner's inquest, fatal accident inquiry or court of summary jurisdiction.
  - Costs of legal services agreed by Us for defending a charge of manslaughter or causing death by reckless driving.
  - Any other costs and expenses We have agreed to in writing.

**It is not intended that The Contracts (Rights of Third Parties) Act 1999 gives anyone else any rights under this Policy including the right to enforce any part of it.**

#### What is not covered

- Any injury, loss or damage occurring while driving any Car other than the vehicle shown on the Certificate Motor Insurance.
- Any injury, loss or damage occurring while Your Car is involved in an incident as a result of a deliberate act.
- Death of or injury to, any of Your employees during the course of their work except where We need to provide cover as required by law.
- Loss of or damage to, property owned by or in the care of the person claiming under this Section.
- Loss of or damage to Your Car or any attached Trailer, broken-down vehicle or caravan.
- Except for liabilities incurred under any relevant Road Traffic Legislation:
  - death or bodily injury to the person driving or in charge of Your Car
  - legal liability when a Trailer is being towed for profit
  - damage to Your Car
  - any claim resulting from carrying, preparing, selling or supplying of any goods by You or on Your behalf.
- Loss or damage if Your Car is used on the Nurburgring Nordschleife, or for racing formally or informally or driving competitively against another motorist, pace-making, competitions, rallies, Track Days, trials or tests, speed trials or speed tests, either on a road, track or at an off-road 4 x 4 event.
- Claims arising from the following:
  - Your Car being driven with Your permission by anyone who You know has never held a licence to drive or does not hold a valid licence to drive or is disqualified from holding or obtaining such a licence at the time of the incident giving rise to the claim.
  - Your Car being driven by or in the charge of any person who is not named as entitled to drive on Your Certificate of Motor Insurance.
- Your Car being driven by any person who is insured under another motor Policy.



- Loss or damage arising from Your Car being driven by, or in the charge of, a driver described on Your Certificate of Motor Insurance as an insured driver, or any other person who is:
  - Driving with an alcohol level in excess of the legal limit; or
  - Driving whilst unfit through drink or drugs; whether prescribed or otherwise; or
  - Failing to provide a blood, urine or breath specimen when required to do so, without lawful reason; or
  - Driving whilst unlawfully using a hand held phone whilst driving.

Anyone who is not driving Your Car if that person knows that the driver has never held a licence to drive it or does not hold a valid licence to drive or is disqualified from holding or obtaining such a licence at the time of the incident giving rise to the claim.

- Any amount exceeding:
  - £20 million for loss of or damage to other people's property including any related indirect loss or damage; and
  - £5 million for legal costs and expenses arising from loss of or damage to other people's property; arising out of any claim or series of claims caused by one event.

## Section 4

### Green Cards & Using Your Car abroad

#### Minimum cover abroad

This insurance Policy will provide You with the minimum cover required to comply with the laws relating to compulsory motor insurance when you or any person named on your Certificate of Motor Insurance drive or use Your Car for social, domestic, and pleasure purposes in the following countries:

Andorra, Austria, Belgium, Bosnia & Herzegovina, Bulgaria, Croatia, Cyprus, the Czech Republic, Denmark, Estonia, Finland, France (including Monaco), Germany, Gibraltar, Greece, Hungary, Iceland, Italy (including San Marino and the Vatican City), Latvia, Lithuania, Luxembourg, Malta, Montenegro, the Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland (including Liechtenstein) and The Channel Islands.

#### Green Cards

If You wish to use Your Car outside the Territorial Limits (United Kingdom and Isle of Man) You will not be required to carry a Green Card document to prove that you have valid minimum insurance cover for Your vehicle due to the UK being included in the Green Card Free Circulation Area (GCFCA).

**The Policy cover for using Your Car outside the Territorial Limits is provided for the purpose of Social, Domestic and Pleasure only.**

#### Making a Claim

Please call Us on +44 344 840 9503, not the Bureau of the country visited, if:

- You need to report an incident while You are outside of the UK;
- You have Comprehensive cover and You wish to make a claim for:
  - (a) Loss or damage to Your Car; or
  - (b) Personal injuries not covered by the Compulsory Third Party Insurance Law in force in the country where the accident occurred.



***If You have an accident abroad:***

1. Immediately report the accident to the Police if anybody involved in the incident is injured or if there is a disagreement with the other driver. Get details of the Police team that attended the scene or who the accident was reported to.
2. Give Your name and address, and Our name and address to the other party and produce Your Certificate of Motor Insurance.
3. Get the name and address of the other driver, details of their motor insurer (including Policy number) and information about the registration and ownership of the other vehicles involved. In some countries (such as Greece, Portugal, Italy and France) the identity of the insurer of the vehicle is displayed on the windscreen disc.
4. Call the claims helpline number shown above, as soon as possible, particularly if anybody is injured.
5. Never make any statement or sign any document without the advice of a lawyer or competent official.
6. If You have a camera, take photographs showing the layout of the scene and positions of the vehicles from various angles.
7. Ensure You obtain the following details:
  - The make, registration number and colour of the other vehicle and whether it is right or left-hand drive.
  - The full names, addresses and occupations of independent witnesses.
  - The date, time and exact place of the accident.
  - The speeds of Your own and the other vehicle.
  - Signals given by You and the other driver.
  - Weather and road conditions.
  - Names and addresses of people injured and details of those injuries.
  - Details of damage to Your own and other vehicles.

If We have to pay for Your Car to be delivered to You after repairs, We will only pay for it to be delivered to You while You are in the country where the loss or damage occurred.



## Section 5

### Personal accident

#### What is covered

If You have Comprehensive Cover and You or Your spouse or Civil Partner are accidentally killed or injured while getting into, travelling in or getting out of Your Car, We will pay a benefit as explained below. The death or loss (resulting in a complete and permanent disability) must occur within 90 days and be a direct result of the accident and the incident must have taken place within the Territorial Limits (United Kingdom and Isle of Man).

#### How Your claims are settled under this Section

For claims under this Section We will pay the following:	Benefit Level
<ul style="list-style-type: none"><li>Accidental death</li></ul>	£5000
<ul style="list-style-type: none"><li>Complete and Permanent Disability:</li></ul>	
Loss of use of one or more limbs at or above the elbow or knee	£5000
Loss of sight in one or both eyes	£5000

If We pay a claim for death, We will make this payment to the appropriate personal representative.

#### What is not covered

- More than £5000 in any one Period of Insurance.
- If You or Your spouse or Civil Partner have more than one Policy with Us, We will only pay out under one Policy.
- The benefit will not be paid for any injury resulting in permanent total disability, permanent disability, or death that results from:
  - Natural causes.
  - Racing, formally or informally.
  - An insured person using Your Car for motor trade or private or public hire, as a courier, as a fast food delivery vehicle, haulier, minibus or driving instructor.
  - Suicide or a deliberate act likely to cause serious injury or death or from provoked assault or fighting or taking part in civil commotions or riots of any kind.
  - Circumstances in which the insured person is under the influence of alcohol, drugs or medication according to an official report or independent evidence.
  - The insured person committing a criminal offence, whether or not the offence leads to a criminal prosecution.
- The cover under this Section will also not apply if:
  - The injured person is less than 21 years of age or 70 years and over at the time of the accident.
  - The death or bodily injury is caused by disease, physical sickness or disability.
  - Where the person was not wearing a seatbelt when they were required to by law.

## Section 6

### Medical expenses

If You have Comprehensive cover and anyone in Your Car is injured in an accident involving Your Car, We will pay medical expenses of up to £100 for each injured person.



## Section 7

### Emergency Medical Treatment

We will pay the NHS their cost in providing You with any Emergency Medical Treatment that they are entitled to recover under the Road Traffic Act 1988.

## Section 8

### General Exclusions Applying to the Whole Policy

#### **This Policy does not cover the following:**

The below exclusions apply as well as the exclusions shown in each Section detailing the cover provided.

1. Any injury, loss or damage occurring while Your Car is being:
  - a) driven by or is in the charge of any person not shown on Your Certificate of Motor Insurance; or
  - b) driven by, or in the charge of, anyone who does not meet all the conditions described in the Endorsements in Your Motor Insurance Schedule and all the General Conditions Applying to the Whole Policy and any other Terms of this Policy; or
  - c) Involved in an incident following which You, a driver described on Your Certificate of Motor Insurance as an insured driver, or any other person are:
    - Driving with an alcohol level in excess of the legal limit;
    - Driving while unfit through drink or drugs;
    - Failing to provide a blood, urine or breath specimen (other than for a roadside test), for analysis; or
    - Driving whilst unlawfully using a hand-held phone; or
  - d) used for any purpose not shown on Your Certificate of Motor Insurance; or
  - e) driven by, or is in the charge of for the purpose of being driven by, any person to whom Your Car has been hired; or
  - f) used in an unsafe or unroadworthy condition or, where such regulations require, does not have a current MOT Certificate; or
  - g) used to carry any dangerous substances or goods; or
  - h) Loss or damage if Your Car is used on the Nurburgring Nordschleife, or for racing formally or informally or driving competitively against another motorist, pace-making, competitions, rallies, Track Days, trials or tests, speed trials or speed tests, either on a road, track or at an off-road 4 x 4 event.
2. Any loss, damage or liability when Your Car is involved in any incident regardless of type, be that Accident, Fire, Malicious Damage, Theft or attempted theft and does not have a valid MOT Certificate in force at the time of the incident.
3. Any loss, damage or liability if caused maliciously or deliberately by any person driving Your Car with Your permission, agreement or support.
4. Any injury, damage or loss for any person involved in an accident arising out of the deliberate use of Your Car:
  - a. To cause damage to other vehicles or property; and/or
  - b. To cause injury to any person and/or to put any person(s) in fear of injury.
  - c. To commit suicide.
5. Any loss, damage or liability arising from the use of Your Car on any description of footpath, bridleway or restricted byway, this Policy only provides cover to meet the minimum insurance requirements under the Road Traffic Act for vehicular use on a byway open to traffic.
6. Any injury, loss or damage occurring while Your Car is being: driven or in the charge of anyone who does not have a valid driving licence, is currently disqualified from driving, has not held a driving licence, or is prevented by law from holding one and who does not keep to the Terms and Conditions of their driving licence as required by DVLA/DVANI rules and regulations and any relevant law.



7. Liability You have under any agreement, unless You would have had the liability if the agreement did not exist.
8. Loss, damage, injury or legal liability directly or indirectly caused by, resulting from or in connection with invasion, war, revolution or any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss, except where such liability is required to be covered by the Road Traffic Act. The definition of Terrorism shall follow the interpretation as set out in the Terrorism Act 2000 or subsequent amendments thereto or be any act deemed by the Government or a UK Court of Law to be an act of Terrorism.
9. Except to the extent that We are liable under the Road Traffic Acts this Policy does not cover any injury, loss or damage caused by or arising from:
  - earthquake; or
  - Riot or civil disturbance within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands where the insured person has taken part in the riot or caused damage to or stolen any property during the riot or committed a criminal offence relating to the riot.
10. Loss, damage, injury or legal liability caused directly or indirectly by:
  - pressure waves caused by aircraft and other flying objects; or
  - ionising radiation or radioactive contamination from any nuclear fuel or from any nuclear waste arising from burning nuclear fuel; or
  - the radioactive, poisonous, explosive or other dangerous properties of any explosive nuclear equipment or part of that equipment.
11. Any accident, injury, loss, damage or liability arising while Your Car is in a place used for the take-off, landing, parking or movement of aircraft, including the associated service roads, refuelling areas and ground equipment parking areas.
12. Any decision or action of a court outside the United Kingdom or the Isle of Man, unless the decision is made or action is taken in a foreign court because Your Car was used in that country and that country is in the European Union or is mentioned by name in Section 4.
13. Any liability for death, injury, illness, or loss of or damage to property, arising directly or indirectly from pollution or contamination, unless it is directly caused by an event which is sudden, identifiable, unintended and unexpected.
  - The whole event must happen at a specific time and place during the Period of Insurance.
  - We will treat all pollution or contamination arising from one incident as having happened at the time of the incident.
  - This Policy does not cover claims arising from pollution or contamination which happen as a result of deliberately releasing substances or as a result of leaks from Your Car caused by failure to properly maintain it.
  - This Exclusion does not apply where We need to provide the minimum level of cover required by law.
14. This Policy does not cover securing the release of a motor car which has been seized by, or on behalf of, any Government or Public Authority.
15. Any loss or damage resulting from the impoundment or confiscation of Your Car by Customs and Excise, Police or any other Government Authority.
16. Any accident, injury, loss, damage or liability while Your Car is:
  - Towing a Trailer which is unsafe or has an unsecure load.
  - Towing more than one caravan, Trailer or disabled mechanically propelled vehicle at any one time.
  - Being used to carry passengers or goods in a way likely to affect the safe driving and control of the car.
17. Any accident, injury, loss, damage or liability while Your Car is outside the Territorial Limits unless allowed under Section 4.
18. Loss or damage or liability which is the responsibility of the person driving or steering any vehicle being towed by Your Car or being towed by a vehicle being driven by You.
19. Legal liability when a Trailer or broken-down vehicle is being towed for profit.



## Section 9

### General Conditions Applying to the Whole Policy.

You must comply with the following Conditions to have the full protection of Your Policy. If You do not comply with them, We may cancel the Policy or refuse to deal with Your claim or reduce the amount of any claim payment.

#### 1. Making Claims

- In the event of any claim under this Policy, You or any insured driver or Your legal representative must phone Our claims helpline with information as soon as is reasonably possible. If Your claim is for glass damage only, phone Our Glass Helpline. The telephone numbers are shown on Your Schedule.
- You or any insured driver must immediately send to Us any writ, summons, letter, claim or other document, unanswered.
- You or any insured driver must immediately tell Us about any impending prosecution, inquest or fatal accident inquiry.
- You or any insured driver must not admit liability for or negotiate the settlement of any claim unless You have Our written permission.
- You or any insured driver must give Us all the information and help requested including any documentary evidence to substantiate Your claim. All information provided must be true and correct to the best of Your knowledge.

#### *We, on behalf of your Insurer, can:*

- take over and conduct the defence or settlement of any claim; and
- take legal action over any claim.

These actions may be taken in Your name or the name of any insured person. Failure to notify any required changes and to take reasonable care to ensure that any information supplied is provided honestly, fully and correctly may result in Your Policy being cancelled or treated as if it never existed, or in Your claim being rejected or not fully paid.

**You must cooperate fully with Us on all matters concerning the handling and settlement of any claim. If You do not cooperate with Us, We may cancel Your Policy and/or refuse to deal with Your claim.**

#### 2. Care of Your Car

You or any insured driver must take all reasonable steps to:

- protect Your Car from loss or damage; and
- maintain Your Car in an efficient and roadworthy condition, We may examine Your Car at any time.
- ensure You have a valid MOT Certificate for Your Car if one is needed by law.

#### 3. Right of recovery

Where there has been a breach of policy conditions and we pay a claim in order to comply with the law applying to any country in which this policy operates, either:

- a) following a Court Judgment/Order; or
- b) following negotiation to mitigate the loss

We shall be entitled to recover the amount paid and any associated costs from You or the person who caused the accident. If any claims or other monies are paid to You by mistake for any reason, or a claim has been paid which We later find to be fraudulent, false or exaggerated, You must repay the amount paid by us.





If any claims or other money are paid to You or any third party for any reason or because of a claim under this Policy and following such payment it is found that this Policy has been cancelled or voided, or there is basis for this Policy to be cancelled or voided, then you shall repay to us all such money.

#### **4. Other insurance**

If any liability, loss or damage is covered by any other insurance, We will only pay Our share of the claim in accordance with our legal liability. This condition does not apply to Section 5 - Personal Accident.

#### **5. Keeping to this Policy**

We will only provide the cover described in this Policy if:

- anyone claiming cover has kept to all its Terms, Conditions and Endorsements; and
- the information You gave on Your Statement of Insurance and declarations is correct and complete to the best of your knowledge and belief.

#### **6. Non-payment of premiums**

We reserve the right to cancel this Policy immediately on written notice in the event of non-payment of the premium. We reserve the right to deduct this amount from the claim's settlement.

#### **7. Fraud**

You must not act in a fraudulent manner. If You or anyone acting for You:

- mislead Us in any way, including who is the main user of the car, in order to obtain insurance from Us, with more favourable Terms or to reduce Your premium; or
- make a claim under the Policy knowing the claim to be false or fraudulently exaggerated in any respect; or
- submit a document in support of a Policy or claim knowing the document to be forged or false in any respect; or
- make a claim in respect of any loss or damage caused by Your wilful act or with Your connivance.

Then:

- We shall not pay the claim.
- We shall not pay any other claim which has been or will be made under the Policy.
- We may cancel or declare the Policy void.
- We shall be entitled to recover from You the amount of any claim already paid under the Policy.
- We shall not make any return of premium.
- We may inform the Police of the circumstances.

#### **8. Victim of Crime**

The circumstances of any claim which arises as a result of You being a victim of crime must be reported to Police as soon as practicable. You must fully cooperate with all resulting Police enquiries and any resulting prosecution of offenders.





## Section 10

This Section contains important notes about rights of cancellation. You must read these notes carefully. To cancel this Policy, You should contact Your broker.

### Your Cancellation Rights

You may cancel this Policy at any time by notifying Your broker of the cancellation in writing. Due to the short-term nature of this insurance there will be no refund of premium if you decide to cancel.

### Our Cancellation Rights

#### During the Period of Insurance

We have the right to cancel Your Policy at any time by giving You seven days' notice in writing where there is an exceptional or valid reason for doing so. We will send Our cancellation letter to the latest address We have for You and will set out the reason for cancellation in Our letter. Due to the short-term nature of this policy there will be no refund of premium if We decide to cancel. Exceptional or valid reasons may include but are not limited to:

- a. Where We have been unable to collect a premium payment. In this case We will contact You requesting payment. If We do not receive payment We will write to You notifying a period for payment, after which We may cancel Your Policy. If We have not received Your payment by the end of the period notified to You, We will issue a letter confirming We have cancelled Your Policy.
- b. Where You are required in accordance with the Terms of this Policy Wording document to co-operate with Us, or send Us information or documentation and You fail to do so in a way that significantly hinders Our ability to process a claim, or Our ability to defend Our interests.
- c. Where We do not receive evidence of Your No Claim Bonus, licences for all drivers named on Your Policy or any other valid requests to support the accuracy of information You gave Us and on which Your insurance Terms are based upon.
- d. Where You do not take care of Your Car as required in the Section 9 - General Conditions Applying to the Whole Policy.
- e. Where necessary to comply with any applicable laws or regulations.
- f. If We decide for reasons of strategy or cost that it is no longer viable for Us to continue to provide cover within the particular country or market sector that applies to Your Policy.
- g. In the unlikely event that for any of the reasons listed in Section 8 - General Exclusions Applying to the Whole Policy - We expect to experience unsustainable losses for the particular country or market sector that applies to Your Policy.

Alternatively, We have the right to cancel Your Policy immediately, at any time during the Period of Insurance, where there is evidence of fraud or a valid reason for doing so. We will still send Our cancellation letter to the latest postal or email address We have for You and will set out the reason for cancellation in Our letter. Valid reasons allowing Us to immediately cancel may include but are not limited to:

- a) Where You deliberately or recklessly tell Us something which is untrue or misleading in response to any question We ask You when You take out cover under this Policy, or amend Your cover under this Policy.
- b) Where You have carelessly misrepresented relevant information which, if correctly represented at the time of application, would have caused Us to decline Your application for cover.
- c) Where We have evidence of fraud or dishonesty.
- d) Where We have evidence of abusive or threatening behaviour.
- e) If We discover that Your Car is currently impounded by any government or public authority.
- f) Not having paid or agreeing to pay the premium.
- g) If You are in breach of any of the Terms, Exceptions, Exclusions, Conditions or Endorsements contained in or endorsed upon this Policy.
- h) In the event that Your Car has been deemed a total loss or has been stolen and not recovered but You have not changed the vehicle insured under Your Policy within 14 days of the claim being settled.



## Section 11

### Changes which may affect Your cover

The Terms of Your Policy and premium are based on the information You have given us. You are required by the Consumer Insurance (Disclosure and Representations) Act to make reasonable care to answer all questions honestly, accurately and to the best of your knowledge. Failure to supply accurate and complete answers may mean Your policy is invalid and that you will not be covered in the event of a claim.

This Policy does not cover any non-standard parts (modifications). Manufacturer's optional extras are only covered if they have been declared and We have agreed to arrange cover for them.

If You make a claim for loss or damage to Your Car, We will only pay the cost of replacing parts needed for Your Car to meet the manufacturer's standard specification. Failure to notify Us of a modification may result in Your Policy being cancelled or treated as if it never existed, or in Your claim being rejected or not fully paid.

## Section 12

### General Information

#### Data Protection Notice

This Data Protection Notice explains how We may use Your details. It tells You about the registers and databases that We and others have in place, which help to detect and prevent fraudulent applications and claims, and must be shown to any party related to the insurance. All phone 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. Your privacy is important to Us and We assure You that We will respect Your personal information. We will share information with other insurers and We will use Your information to manage Your insurance with Us, including underwriting, claims handling and statistical analysis. Please be aware this may include disclosing Your personal information to any agents who provide services on Our behalf, including those located outside the European Economic Area. By accepting this insurance You consent to such use of Your personal data. Please refer to the supplementary document titled "Data Protection Notice"

#### *Sensitive Data*

In order to assess the Terms of the insurance contract or administer claims which arise, We may also need to collect sensitive data such as medical history or criminal convictions. We will not use this data except for the specific purpose for which You provide it and to provide the services described in this Policy Wording document.

For more information on Data Protection legislation You may also write to the Information Commissioner's Office at: Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF.

Telephone: 0303 123 1113

E-mail: [casework@ico.org.uk](mailto:casework@ico.org.uk)

#### *Access to Your Information*

You can write to Us at any time to obtain details of the information held about You. Please write to: Data Protection Officer, Somerset Bridge Ltd, Lysander House, Catbrain Lane, Cribbs Causeway, Bristol, BS10 7TQ. Email: [DPO@sbgl.co.uk](mailto:DPO@sbgl.co.uk).



### **Motor Insurance Database (MID)**

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

- i. Electronic Licensing
- ii. Continuous Insurance Enforcement
- iii. Law enforcement (prevention, detection, apprehension and / or prosecution of offenders)
- iv. The provision of government services and/or other services aimed at reducing the level and incidence of uninsured driving

If You are involved in a road traffic incident (either in the United Kingdom, the EEA or certain other territories), insurers and / or the MIB may search the MID to obtain relevant information. Persons (including his or her appointed representatives) pursuing a claim in respect of a road traffic incident (including citizens of other countries) may also obtain relevant information which is held on the MID.

It is vital that the MID holds Your correct registration mark. If it is incorrectly shown on the MID You are at risk of having Your Car seized by the police. Please let Us know immediately if Your vehicle registration mark is showing incorrectly on Your documents. It is a legal requirement in Great Britain to have continuous insurance in place for Your Car and if there is no record on the MID showing Your Car is insured and You have not declared it as “off road” by completing a SORN (Statutory Off Road Notification), You may receive a letter from the DVLA advising that You could receive a fine or prosecution and the Car could also be clamped, seized and ultimately destroyed. You can check that Your correct registration number details are shown on the MID website at [www.askmid.com](http://www.askmid.com).

**You should show this notice to anyone insured to drive Your Car covered under this Policy.**

### **DVLA My Licence**

This Section explains how We may use details You provide Us with. You should show this notice to anyone covered or proposed to be covered under this Policy / prospective Policy. For details relating to information held about You by the Driver and Vehicle Licensing Agency (“DVLA”) please visit [www.dvla.gov.uk](http://www.dvla.gov.uk).

- I. For Insurance underwriting purposes, i.e. to examine the potential risk in relation to Your (and/or a third party’s) prospective Policy so that We can:
  - Provide Your (or any person included on the proposal) Driving Licence Number (“DLN”) to the DVLA to confirm Your (or relevant person included on the proposal) licence status, entitlement and relevant restriction information and Endorsement/conviction data. Searches may be carried out prior to the date of the insurance Policy and at any point throughout the duration of Your insurance Policy, including at the mid-term adjustment or renewal stage. A search of the DLN with the DVLA should not show a footprint against Your (or another relevant person included on the proposal) driving licence.
  - Search Your (or any person included on the proposal) ‘No Claims Bonus’ details against a No Claims Bonus database (“NCB”) to obtain information in relation to Your ‘No Claims Bonus’ entitlement. Such searches may be carried out against Your (or the relevant person included on the proposal) DLN, name, date of birth, Vehicle Registration Mark (“VRM”) and / or postcode. A search of the DLN against the NCB should not show a footprint against Your (or another relevant person included on the proposal) driving licence. Searches may be carried out at point of quote and if an insurance Policy is inception at the renewal stage.
- II. For Anti-Fraud Purposes, i.e. to detect and prevent fraudulent claims and/or activities by:
  - Undertaking searches against Your (or any person included on the proposal) DLN against details held by the DVLA to confirm Your licence status, entitlement and restriction information and Endorsement/conviction data. This helps insurers check information to



prevent fraud and reduce incidences of negligent misrepresentation and non-disclosure. A search of the DLN with the DVLA should not show a footprint against Your (or another relevant person included on the proposal) driving licence.

- Search Your (or any person included on the proposal) 'No Claims Bonus' details against a No Claims Bonus database ("NCB") to obtain information in relation to Your 'No Claims Bonus' entitlement. Such searches may be carried out against Your (or the relevant person included on the proposal) DLN, name, date of birth, Vehicle Registration Mark ("VRM") and / or postcode. A search of the DLN against the NCB should not show a footprint against Your (or another relevant person included on the proposal) driving licence.

We will pass details of Your 'No Claims Bonus' to certain organisations to be recorded on a NCB database. This will occur if information requires updating or correcting at any stage, and also at the renewal stage of Your Policy and upon or after the cancellation of Your Policy prior to the expiry date.

### ***Fraud Prevention and Detection***

If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information.

In order to prevent and detect fraud We may at any time share information about You with other organisations and public bodies including the police. We may check and/or file Your details with fraud prevention agencies and databases, and if You give Us false or inaccurate information and We suspect fraud, We will record this.

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

- Help make decisions about the provision and administration of insurance, credit and related services for You and members of Your household.
- Trace debtors or beneficiaries, recover debt, prevent fraud and to manage Your accounts or insurance policies.
- Check Your identity to prevent money laundering, unless You furnish Us with other satisfactory proof of identity.

In addition, We may undertake credit searches and conduct additional fraud searches, which may include requests for copy of driving licences, utility bills and other documentation (such as proof of occupation) to establish the identity of any person applying for insurance and validity of Policy information.

### ***Credit Searches and Accounting***

In assessing an application for insurance or Policy renewal, We may search files made available to Us by credit reference agencies. They keep a record of that search. We may also pass to credit reference agencies information We hold about You and Your payment record with Us. Credit reference agencies share information with other organisations, enabling applications for financial products to be assessed or to assist the tracing of debtors, or to prevent fraud. We may ask credit reference agencies to provide a credit scoring computation. Credit scoring uses a number of factors to work out risks involved in any application. A score is given to each factor and a total score obtained. Where automatic credit scoring computations are used by Us, acceptance or rejection of Your application will not depend only on the results of the credit scoring process.

Please contact Your Broker if You want to receive details of the relevant fraud prevention agencies. We and other organisations may access and use from other countries the information recorded by fraud prevention agencies. Some of the registers We make use of are:

- The Claims and Underwriting Exchange (CUE). This is administered by the Motor Insurance Bureau (MIB). The CUE database is used by most United Kingdom insurers and holds details of most motor and household insurance claims.



- Insurance Hunter. This is a central insurance anti-fraud system to which other insurers also have access. This database is designed to combat activities such as identity theft and money laundering.
- The Motor Insurance Anti-Fraud and Theft Register (MIAFTR). This central database contains details of stolen and written off vehicles. This is administered by the MIB.

To protect Your interests, We will check any information provided against these registers for completeness and accuracy. If We find that false or inaccurate information has been given to Us, or We suspect fraud We will take action, which could result in prosecution. You should show this notice to anyone insured to drive Your Car covered under this Policy.

## Section 13

### Regulatory Information

#### Your Insurer

The insurer of Your Policy will be clearly shown on Your Certificate of Motor Insurance:

- Watford Insurance Company Europe Limited, P.O. Box 1338, First Floor Grand Ocean Plaza, Ocean Village, Gibraltar. Registered in Gibraltar number 112869. Authorised and regulated by the Gibraltar Financial Services Commission.
- Alwyn Insurance Company Limited, P.O. Box 1338, First Floor Grand Ocean Plaza, Ocean Village, Gibraltar. Registered in Gibraltar number 106261. Authorised and regulated by the Gibraltar Financial Services Commission.

#### Several Liabilities Notice

Your Policy is underwritten by more than one insurer. The insurer(s) of Your Policy are detailed on your Certificate of Motor Insurance. If, for any reason one of the insurers is unable to fulfil all or part of its responsibility to You under Your Policy, You may be entitled to compensation from the Financial Services Compensation Scheme (FSCS). This is because the remaining insurers are not responsible for compensating You for the insurer that is unable to fulfil its obligations to You. Further information about the compensation scheme arrangements can be found under the General Information section of this document.

#### Financial Services Compensation Scheme (FSCS)

We are covered by the FSCS. You may be entitled to compensation from the scheme in the unlikely event We cannot meet Our obligations to You. This depends on the type of insurance, size of the business and the circumstance of the claim.

Further information about the compensation scheme arrangements is available from FSCS ([www.fscs.org.uk](http://www.fscs.org.uk)).

#### Complaints

##### *Complaints Procedure*

It is always Our intention to provide You with a high level of customer service. However, if Our service ever falls below the standard You would expect, please let Us know in writing by emailing [Complaints@sbgl.co.uk](mailto:Complaints@sbgl.co.uk) You may also contact Us by post; please send this to:

Complaints Department  
Somerset Bridge Limited

Office 3A-C Leisure Island Business Centre, 23 Ocean Village Promenade, Gibraltar.

If You make a complaint and it cannot be resolved immediately or within 3 working days, We will send You a written acknowledgement. This acknowledgement letter will let You know who is dealing with Your concerns.



We will endeavour to resolve the matter as soon as possible. We will fully investigate Your complaint using all the information available to Us, and Our Complaints Department will make every effort to address Your concerns.

To ensure We deal with Your complaint fully Our investigations can sometimes take a little longer. If they do, We will provide You with a final response within eight weeks or explain Our position and provide timescales for responding. If Our investigations are likely to take longer than four weeks We will keep You fully informed of the position until We are able to provide You with a final response.

### ***The Financial Ombudsman Service (FOS)***

Should We fail to offer You a final response within eight weeks of the initial date of Your complaint, or if You are not satisfied with Our response, You may refer the dispute to the Financial Ombudsman within six months of receiving Our final response letter. If you do not refer your complaint in time, the Ombudsman will not have our permission to consider your complaint and so will only be able to do so in very limited circumstances. For example, if the Ombudsman believes that the delay was as a result of exceptional circumstances. Their address is:

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

Tel: 0800 023 4567 or 0300 123 9 123

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

**Nothing in this process will adversely affect Your rights of law.**

### ***If Your complaint concerns Your Broker***

Please contact Your broker directly using the contact details listed on their website.

### ***Customer Comments***

To ensure that We provide the kind of service You expect We welcome Your feedback in order that We can improve Our products and services. If You have any comments or suggestions about Our cover, services or any other feedback please email [information@sbgf.co.uk](mailto:information@sbgf.co.uk).

## **Use of Language**

Unless otherwise agreed, the contractual Terms and other information relating to this contract will be in English.

## **Important Legislation**

### ***Consumer Insurance (Disclosure and Representations) Act 2012***

Under the Consumer Insurance (Disclosure and Representations) Act 2012, You have a duty to take reasonable care to answer all questions as fully and as accurately as possible. If You volunteer information which is over and above that requested, You must do so honestly and carefully.

You should check Your Statement of Insurance to ensure that all facts given are correct. It is an offence to make any false statement or withhold any information for the purpose of obtaining a Certificate of Motor Insurance.

Failure to answer all questions fully and accurately could invalidate Your insurance cover and could result in all or part of a claim not being paid.

### ***Deregulation Act 2015***

The Deregulation Act 2015 changed the way Certificates of Motor Insurance are treated. Previously, it was a requirement for a Certificate of Motor Insurance to be delivered to a motorist before their insurance was considered to be valid, this is no longer the case. There is now a greater reliance on the Motor Insurance Database (MID) for identifying that the relevant cover is in place for a motor vehicle.



Prior to the Deregulation Act 2015, it was an offence for a motorist not to return their Certificate of Motor Insurance when the Period of Insurance ended, this is now longer necessary.

In order to confirm that You have effective motor insurance for Your Car, We strongly recommend that You check MID, which can be accessed at [www.askmid.com](http://www.askmid.com).

Please note that if You have any communications from Us regarding the cancellation of Your Policy, MID will be updated in line with such communication. The holding of a Certificate of Motor Insurance no longer evidences that You have a valid and existing Policy of insurance.