



# Broker Highway Car Insurance policy document

[allianz.co.uk/brokercustomer](https://allianz.co.uk/brokercustomer)



# WELCOME TO ALLIANZ

Thank you for choosing Broker Highway Car insurance. We hope you'll be happy with the cover and service you get from us. This policy document tells you everything you need to know about your insurance, please keep it safe with your schedule and certificate of insurance. You can get a copy of the policy documents you have been provided in braille, large print or in an audio format by contacting us or your broker.

## A little bit more about us...

Your policy is underwritten by Highway Insurance Company Limited, part of the Allianz Group. You can find out more about us at [allianz.co.uk/brokercustomer](https://allianz.co.uk/brokercustomer).

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# DEFINITION OF TERMS AND WORDS

## Definitions

The following words or phrases have the same meaning wherever they appear and are shown in bold throughout this **policy**.

<b>Advanced Driver-Assistance Systems (ADAS)</b>	Electronic systems fitted to <b>your</b> vehicle, such as sensors and cameras to detect nearby obstacles or driver errors, that assist drivers on journeys.
<b>Automated Vehicles</b>	A vehicle lawfully allowed to drive itself, without human involvement, in England, Scotland and Wales as defined by the Automated and Electric Vehicle Act 2018.
<b>Certificate of Motor Insurance</b>	Legal evidence of <b>your</b> insurance. It is one part of the <b>contract of motor insurance</b> . It shows the cars <b>we</b> are insuring, who may drive the <b>insured car</b> (where 'any authorised driver' is stated, refer to the <b>schedule</b> for restrictions), what it may be used for and the <b>period of insurance</b> .
<b>Contract of Motor Insurance</b>	The <b>policy</b> , the <b>schedule</b> (including <b>endorsements</b> ), the <b>certificate of motor insurance</b> , the information <b>you</b> gave <b>us</b> in the <b>proposal form</b> or <b>statement of insurance</b> and declarations that <b>you</b> have made, all form the <b>contract of motor insurance</b> .
<b>Cyber Incident/ Cyber Act</b>	<p>A malicious or criminal act affecting any computer or motor vehicle, including but not limited to: computer virus, hacking, denial of service or unauthorised access, corruption or deletion of data.</p> <p>An error, failure or unavailability affecting any computer system used by a motor vehicle.</p>
<b>Endorsements</b>	Something which alters <b>your</b> insurance cover. <b>Your</b> cover will be affected by any <b>endorsement</b> that is shown on the <b>schedule</b> (such <b>endorsements</b> may add exclusions to the cover). More than one <b>endorsement</b> may apply. If <b>you</b> do not comply with any <b>endorsements</b> , this <b>contract of motor insurance</b> may no longer be valid and <b>we</b> may refuse to deal with any claim.

<b>Excess</b>	The amount <b>you</b> have to pay towards each claim <b>you</b> make under this <b>contract of motor insurance</b> . There may be more than one <b>excess</b> , part of which may be voluntary (where <b>you</b> have chosen to take an <b>excess</b> to receive a discount on <b>your</b> premium). The amount of the <b>excess</b> is shown on the <b>schedule</b> .
<b>Family or Household</b>	Any member of the <b>policyholder's</b> family, or any other person, who is a permanent or temporary resident at the <b>policyholder's</b> address.
<b>General Conditions</b>	These describe <b>your</b> responsibilities, general information and the procedures that apply in certain situations, such as when there is a claim or the <b>contract of motor insurance</b> is cancelled.
<b>General Exclusions</b>	These describe the things that are not covered by the <b>contract of motor insurance</b> . They are in addition to the exclusions shown under the headings 'What is not covered' in each of the Sections detailing the cover provided.
<b>Geographical Limits</b>	Great Britain, Northern Ireland, the Isle of Man and the Channel Islands. It also includes travelling by sea, air or rail between these places. Section 6 explains the cover that applies when driving abroad.
<b>Highway Insurance Company Limited</b>	An insurance company, part of the Allianz Group, authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.
<b>Insurance Broker</b>	The person or company <b>you</b> purchased this insurance from.
<b>Insured Car</b>	The car(s) shown on the current <b>schedule</b> and <b>certificate of motor insurance</b> .
<b>Insured Vehicle</b>	Any motor vehicle insured comprehensively with <b>Highway Insurance Company Limited</b> that appears on a current <b>certificate of insurance</b> and for which a premium has been paid for car hire cover.

<b>Market Value</b>	The cost at the date of the accident or loss of replacing the <b>insured car</b> , if possible, with one of a similar make, model, age, condition and mileage. <b>We</b> will usually ask an engineer to give <b>us</b> advice about the <b>market value</b> of the <b>insured car</b> , refer to guides of car values and any other relevant sources. In assessing the <b>market value</b> , <b>you</b> should consider the amount that could reasonably have been obtained for the <b>insured car</b> if <b>you</b> sold it immediately before the accident, loss or theft.
<b>On board diagnostics (OBD)</b>	A vehicle self-diagnostic and reporting capability using the vehicles on board computer.
<b>Over the air (OTA)</b>	Software updates and settings installed wirelessly, such as functionality, performance and safety updates.
<b>Period of Insurance</b>	The length of time covered by this <b>contract of motor insurance</b> , as shown on the current <b>schedule</b> and <b>certificate of motor insurance</b> .
<b>Personal Belongings</b>	Certain property in the <b>insured car</b> , which <b>you</b> wear or use in everyday life which belongs to <b>you</b> or anyone travelling in the <b>insured car</b> . Section 5 of this <b>policy</b> sets out the cover and limits which apply, and the items of <b>personal belongings</b> which are not covered.
<b>Policy</b>	This <b>policy document</b> , which sets out the details of cover and all the terms and conditions which apply. It is one part of the <b>contract of motor insurance</b> .
<b>Private Motor Car</b>	How the other car is described on <b>your certificate of motor insurance</b> when allowing the driving other cars extension. Driving other cars and this definition is given with the intention of allowing <b>you</b> to drive <b>private motor cars</b> only under the extension of cover. It does not extend cover to car derived vans, vans, motorcycles, or any other motor vehicle.

<b>Proposal Form or Statement of Insurance</b>	The documents filled in by <b>you</b> , or on <b>your</b> behalf by an <b>insurance broker</b> , or someone else, and all other information <b>you</b> gave and declarations made at the time the insurance was arranged and on which <b>we</b> have relied when agreeing to offer this <b>contract of motor insurance</b> . If <b>you</b> do not give <b>us</b> full information at the start, and tell <b>us</b> about changes, this <b>contract of motor insurance</b> may no longer be valid and <b>we</b> may refuse to deal with any claim.
<b>Schedule</b>	Forms part of the <b>contract of motor insurance</b> and confirms details of <b>you</b> , the <b>insured car(s)</b> and the cover which applies. It is one part of the <b>contract of motor insurance</b> .
<b>Standard Accessories</b>	Accessories made available for the vehicle by the manufacturer as optional extras and for which a receipt must be provided. <b>Standard accessories</b> do not include modifications to the <b>insured car</b> , signwriting or any other accessory fitted to it not provided by the vehicle manufacturer.
<b>USB or Portal updates</b>	Updates to <b>your</b> vehicles systems using a <b>USB</b> or any plug-in portal device.
<b>We, our, us</b>	<b>Highway Insurance Company Limited.</b>
<b>You, Your</b>	The person, company or trading name (including subsidiary companies) shown as the insured on the <b>schedule</b> and <b>certificate of motor insurance</b> .

# IMPORTANT INFORMATION

## Privacy Policy

### A summary of our privacy notice

**Highway Insurance Company Limited** is the controller of personal information. **We'll** keep **you** informed about how **we** use personal information in the document 'Privacy Policy', which is available:

- Online at [allianz.co.uk/brokercustomer/privacy-notice](https://allianz.co.uk/brokercustomer/privacy-notice)

**You** have a number of rights concerning personal information. **You** can ask for a person to review an automated decision, and in certain circumstances to:

- Access the personal information **we** hold about **you** or anyone on the policy.
- Correct personal information **you** think is inaccurate or to update information **you** think is incomplete.
- Have personal information deleted in certain circumstances.
- Restrict **us** processing personal information, under certain circumstances.
- Receive personal information if a portable format. This only applies to information **you** have provided to **us**.
- Object to **us** processing personal information, under certain circumstances.

If **you** want to find out more or exercise these rights, contact GI Customer Support, Allianz, County Gates, Bournemouth, BH1 2AT or email **us** at [gicustomersupport@allianz.co.uk](mailto:gicustomersupport@allianz.co.uk)

**You** can also contact **our** Data Protection Officer: Data Protection Officer, 57 Ladymead, Guildford, Surrey, GU1 1DB, or email at [dataprotectionofficer@allianz.co.uk](mailto:dataprotectionofficer@allianz.co.uk)

## IMPORTANT INFORMATION CONTINUED

### How To Make A Complaint

If **you** have a complaint about **your policy** or the service **you** have received, please contact the broker that arranged it. If they are unable to resolve **your** complaint **you** may refer **your** complaint to the Financial Ombudsman Service within six months of receiving their final response letter.

Should **you** be unhappy with the service provided by Highway Insurance Company Limited please contact **us** by phone on **0330 678 5556** (Text Phone user? Text Phone users in the UK can contact **us** by dialling 18001 first. Text phone users contacting **us** from outside of the UK should call 00 44 151 494 1260 and give the relay assistant the number **you** need to call. Opening hours Mon-Fri 9am-5pm). If **you** prefer to write, please address **your** letter to Complaints, Allianz, County Gates, Bournemouth, BH1 2AT. Email: **personalbrokercomplaints@allianz.co.uk**.

When contacting **us** please ensure **you** quote **your policy** or claim number as appropriate. A copy of **our** internal complaint's procedure is available on request.

If **we** cannot resolve **your** complaint, **you** may refer **your** complaint to the Financial Ombudsman Service within six months of receiving **our** final response letter. The address is: Financial Ombudsman Service, Exchange Tower, London, E14 9SR.

Telephone **0800 023 4567** or **0300 123 9 123** (from mobile or non BT lines)

Email **complaint.info@financial-ombudsman.org.uk**.

Website at **www.financial-ombudsman.org.uk**

Making a complaint will not affect **your** right to take legal action.

## **IMPORTANT INFORMATION CONTINUED**

### **Financial Services Compensation Scheme**

What happens if **we** are unable to meet **our** liabilities?

If **we** are unable to meet **our** liabilities to **our policyholders**, **you** may be able to claim compensation from the Financial Services Compensation Scheme (FSCS). There are different levels of compensation, depending on what kind of insurance **you** have:

Compulsory insurance such as third party motor insurance, is covered for 100% of the claim.

Non compulsory insurance, such as home insurance, is covered for 90% of the claim.

**You** can get further information from the Financial Services Compensation Scheme. 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU. Telephone **0800 678 1100** or **0207 741 4100** or Email **enquiries@fscs.org.uk**.

# CONTRACT OF MOTOR INSURANCE

This **policy**, the **schedule**, the **certificate of motor insurance**, information **you** gave **us** in the **proposal form or statement of insurance** and declarations that **you** have made, form a legally binding **contract of motor insurance** between **you** and **Highway Insurance Company Limited**. This **contract of motor insurance** is a contract personal to **you** and **you** cannot transfer it to anyone else.

**We** agree to insure **you** under the terms of this **contract of motor insurance** against any liability, loss or damage that occurs within the **geographical limits** during the **period of insurance** for which **you** have paid, or agree to pay, the premium.

**You** must read this **policy**, the **schedule** and the **certificate of motor insurance** together. The **schedule** tells **you** which sections of the **policy** apply and identifies any **endorsements**. Please check all three documents carefully to make sure that they give **you** the cover **you** want and that **you** comply with all the relevant terms and conditions, including any **endorsements**.

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.

Unless **we** agree with **you** to apply the laws of another country, English Law will apply to this contract (unless **you** live in Guernsey or Jersey, where Guernsey or Jersey law will apply). All communications will be in English.

# CONTRACT OF MOTOR INSURANCE CONTINUED

## YOUR COVER

The current **schedule** shows what **you** are covered for. The different kinds of cover are:

- Comprehensive – Sections 1, 2, 3, 4, 5, 6, 7 and 8 apply.
- Third Party Fire and Theft – Sections 1, 2, 6 and 7 apply.
- Third Party Only – Sections 1, 6 and 7 apply.
- Fire and Theft Only – Section 2 only.

## USE

This **contract of motor insurance** only covers **you** if **you** use the **insured car** in the way described in **your certificate of motor insurance** (under ‘Limitations as to Use’) and any **endorsements**.

## COOLING-OFF CANCELLATION RIGHT

**We** hope **you** are happy with the cover this **policy** provides. However, **you** have the right to cancel it within 14 days of receiving the **policy**, without giving any reason. **You** may cancel using this “cooling-off” period by telling **us**, or **your insurance broker**. If **you** do cancel within the first 14 days of receiving **your** documents, **we’ll** refund any money **you** have paid less a charge for the time **you** have had on cover plus a cancellation fee of £25 plus Insurance Premium Tax. No refund will be provided if a total loss payment has been paid under this **policy**.

## CONTRACT OF MOTOR INSURANCE CONTINUED

### CANCELLING YOUR POLICY (OUTSIDE THE COOLING-OFF CANCELLATION RIGHT)

**You** may cancel this **contract of motor insurance** at any time by telling us, or **your insurance broker**, in writing or by email or telephone and cancellation can take effect immediately or from a later date, although it cannot be backdated to any earlier date.

#### Made a claim

If the contract of motor insurance is cancelled and a claim has occurred which has not been settled or has been settled but we have not been able to recover any payments made (excluding windscreen claims), we will not provide a refund of premium.

#### Not made a claim

If you or someone else has not made a claim in the current period of insurance, we will refund part of your premium. We will work out the refund on a pro-rata basis less a cancellation charge of £25 plus Insurance Premium Tax to cover our administration costs.

**We**, or **our** authorised agent, may cancel this **contract of motor insurance** by giving **you** seven days notice in writing to **your** last known address if there is a good reason for doing so. Valid reasons may include but are not limited to, if

- If **you** do not pay **your** premium, premium deposit or any instalment payment on or before the due date;
- If **you** or anyone else covered by this insurance has not met all the terms and conditions of this **policy**;
- If a change in **your** circumstances means **we** can no longer provide cover;
- Where **we** identify misrepresentation, fraud or financial crime or any attempt to gain an advantage under this insurance to which **you** are not entitled;
- If **you** do not provide **us** or **your insurance broker** with documents **we** have requested to help validate **your** details.

The insurance will end immediately the seven days' notice runs out. If **you** have just taken out the **policy** or renewed it with **us** and the premium is unpaid, **we** will cancel **your** insurance from the start/renewal date.

**We** will refund the balance of **your** premium that applies to the remaining **period of insurance** unless fraud or financial crime has been identified.

## CONTRACT OF MOTOR INSURANCE CONTINUED

If a refund is paid, a cancellation charge of £25 plus Insurance Premium Tax to cover **our** administration costs will be deducted from the refund.

If **you** or someone else has made a claim under this **contract of motor insurance**, **we** will cancel **your** cover but may not refund any premium. If **you** are paying by instalments, **you** must still pay the balance of the full annual premium.

If **you** produce a cancelled **certificate of motor insurance** to any person with the intention of deceiving that person into accepting it as genuine, **you** may be prosecuted.

## CHANGES TO YOUR DETAILS

**You** must tell **your insurance broker** as soon as possible if any of **your** details on **your proposal form** or **statement of insurance** change including:

- Changes made to **your** car which improve its value, appearance, performance or handling.
- Changing **your** car.
- Change of Owner.
- Change of Registered Keeper.
- Changes in the way **you** use **your** car.
- Change of address or where **you** keep **your** car.
- Change of occupation, including part time work.
- Change in the main user of the car.
- Details of any motoring convictions, fixed penalty offences or licence **endorsements** for any person who may drive the vehicle.
- Details of any criminal convictions for any person who may drive the vehicle.
- Details of any accidents, thefts, loss or damage, regardless of blame or whether a claim was made or not, for any person who may drive the vehicle.

## CONTRACT OF MOTOR INSURANCE CONTINUED

This is not a full list and **you** should contact **your insurance broker** for advice if **you** are not sure whether a change will affect **your** cover.

If **you** do not tell **your insurance broker** about any relevant changes, **we** may:

- Reject or reduce **your** claim.
- Cancel the **policy** and/or treat it as though it never existed, or
- Do both of the above.

When **you** advise of any permanent or temporary changes to **your policy** during the **period of insurance**, a premium adjustment charge of £10 plus Insurance Premium Tax will be made in addition to any other change in premium to cover **our** administration costs. This charge is in addition to any administration fees charged by **your insurance broker**.

If **your** change of circumstances means that **we** can no longer provide cover, **we** or **our** authorised agent will give **you** notice of cancellation, See Cancelling **your Policy** (Outside the Cooling off Cancellation Right).

# CONTRACT OF MOTOR INSURANCE CONTINUED

## Additional Information – The Following Does Not Form Part Of The Contract Of Motor Insurance

### Car Crime – Learn How to Beat the Criminals

Most crime prevention methods are common sense:

- Never leave valuables on show.
- Use good quality locks and security devices.\*
- Always ensure **your** steering lock is on when **you** leave **your** car and use a steering wheel lock.\*
- Fit locking wheel nuts to **your** wheels.
- Don't make life easier for thieves, always remove the keys from **your** vehicle and lock it when **you** leave it, even temporarily. Not to do so may invalidate **your** cover so lock it or lose it!
- Remove any entertainment equipment if **you** can.
- Always park **your** vehicle in a secure location, in **your** own garage or a secure public garage if possible.
- Always lock **your** vehicle and activate any alarm &/or immobiliser when **you** leave it.

**You** can obtain further information from **your** local Crime Prevention Officer at **your** local Police station.

\* **We** recommend **you** install security devices such as steering wheel locks, alarms and immobilisers that are accredited by Thatcham Motor Insurance Repair and Research Centre. For further information visit: <http://www.thatcham.org/>

## SECTION 1 LIABILITY TO OTHERS: THIRD PARTY COVER

### What is covered

**We** will insure **you** against everything **you** legally have to pay to people who claim for damages, costs and expenses if they arise from a claim caused by an accident while **you** are driving, or in charge of the **insured car**, or if **you** kill or injure other people. **We** will also cover **you** for **your** legal liability for damage to their property (including any related indirect loss) up to £20,000,000 and for costs and expenses incurred up to £5,000,000. **We** will also insure **you** while the **insured car** is towing a caravan, trailer or broken-down car, so long as the towing is allowed by law and the caravan, trailer or broken-down car is attached properly to the **insured car** by towing equipment made for this purpose.

### What is not covered

- Loss or damage to the **insured car**, caravan, trailer or broken-down car.
- Any amount above £20,000,000 for damage to other people's property (including any related indirect loss) and any amount above £5,000,000 for costs and expenses incurred.
- Property belonging to (or in the care of) **you** or **your** passengers or in any caravan, trailer or broken-down car.
- Death or injury to the person driving or in charge of the **insured car** or to any person being carried in or on, or getting into or out of, a caravan or trailer.
- Legal liability when **you** are towing any caravan, trailer or broken-down vehicle for profit.
- If **your** current **certificate of motor insurance** states that business use is allowed, liability for death or injury to any employee of the person insured, arising during the course of their employment, except where needed by law.
- Any liability, injury, loss or damage resulting from anything sold, transported or supplied by **you** or on **your** behalf.

## **SECTION 1 LIABILITY TO OTHERS: THIRD PARTY COVER CONTINUED**

### **Driving other cars – What is covered**

If **your certificate of motor insurance** says so, **we** will insure **you** to drive any **private motor car** that **you** do not own, is not registered to **you** and **you** have not hired under a hire-purchase or leasing agreement.

### **Driving other cars – What is not covered**

- Legal liability unless **your certificate of motor insurance** states that **you** are covered to drive other **private motor cars**.
- Any loss or damage to the **private motor car** **you** are driving.
- Driving without the owner's permission.
- Use of a **private motor car** outside the **geographical limits**.
- Legal liability which is covered by any other insurance **you** have to drive the **private motor car** being driven under this section.
- Legal liability if **you** no longer have possession of the **insured car** or it has been damaged so much that it is not worth repairing or has been stolen and **you** have not got it back.
- Loss or damage to any property belonging to (or in the care of) any driver or passenger who is making a claim under this Section.
- Death or injury to the person driving or in charge of the other **private motor car**.
- Use of a car derived van, van, motorcycle or any other motor vehicle that is not a **private motor car**.
- Use to secure the release of any **private motor car** which has been seized or confiscated by or on behalf of any government or public authority.
- Use of a **private motor car** unless there is a current and valid **policy** of insurance in force for the vehicle being driven under this Section.

## **SECTION 1 LIABILITY TO OTHERS: THIRD PARTY COVER CONTINUED**

### **Automated Vehicles**

If **your** vehicle is automated, **we** will cover for any accidents, injuries, deaths or property caused by **your automated vehicle**, when it is lawfully driving itself on a road or other public place in England, Scotland or Wales.

### **Automated Vehicles - What is not covered**

- Accidents outside of England, Scotland and Wales.
- Any vehicle which has not been identified on the Secretary of State's list of motor vehicles that may drive themselves.
- Unlawful use of **your automated vehicle**.
- Any loss or injury caused if **you** fail to install any updates required by **your** vehicle manufacturer for **your automated vehicle**.
- Any claims for **your** vehicle under sections 2,3 and 4.
- Property which is owned by the insured.

### **Insuring others – What is covered**

**We** will also insure the following people under this Section.

- Any person **you** allow to use the **insured car** as long as **your** current **certificate of motor insurance** says they can and they are not excluded from driving by an **endorsement** shown in the **schedule**.
- Any person (other than the person driving) being carried in, or getting in or out of the **insured car** or any person who causes an accident while they are travelling in, or getting in or out of, the **insured car**.
- **Your** employer or business partner (but only if **your** current **certificate of motor insurance** states that business use is allowed).
- If anyone covered by this **contract of motor insurance** dies, **we** will cover their legal representative to deal with any claims made against that person's estate.

## **SECTION 1 LIABILITY TO OTHERS: THIRD PARTY COVER CONTINUED**

### **Insuring others – What is not covered**

- Legal liability if **your** current **certificate of motor insurance** does not cover the person using the **insured car** or if the person using the **insured car** is excluded from driving or using the **insured car** as a result of the **general exclusions, general conditions** and **endorsements**.
- Legal liability if the **insured car** is being used for business and **your** current **certificate of motor insurance** does not state that business use is allowed.
- Any liability, injury, loss or damage resulting from anything sold, transported or supplied by **you** or on **your** behalf.

### **Costs of Legal Representation – What is covered**

Following a claim under this **contract of insurance**, **we** will pay the reasonable legal costs and expenses relating to;

- Solicitors' fees for representing anyone **we** insure at a coroners inquest, fatal accident inquiry or court of summary of jurisdiction; and
- The defence of anyone **we** insure against any legal proceedings for manslaughter or causing death by dangerous driving.

In assessing whether legal costs and expenses are reasonable the following will be considered;

- The level of experience required of the legal representative taking into account the nature of the case.
- The level of costs charged by the legal representative.
- Whether legal representation for a defence of prosecution is likely to affect the outcome.

**We** may, at any time, stop paying the legal costs.

## **SECTION 1 LIABILITY TO OTHERS: THIRD PARTY COVER CONTINUED**

### **Costs of Legal Representation – What is not covered**

- Any costs which have not first been agreed in writing by **us** or arising from a claim caused by an accident which is not covered under this **contract of motor insurance**.
- Any costs where **we** have chosen to stop payments or arising from a claim which is not covered as a result of the **general exclusions, general conditions** and **endorsements**.

### **Emergency Medical Treatment – What is covered**

**We** will pay for the Emergency Treatment Fees, as required by the Road Traffic Acts, after an accident involving the **insured car**. **We** must, by law, provide this cover.

If this is the only payment **we** make, **your** No Claims Discount will not be affected.

### **Emergency Medical Treatment – What is not covered**

- Any amount that is more than the compulsory fee.

## SECTION 2 FIRE AND THEFT

### What is covered:

**We** will cover **you** for loss or damage to the **insured car** that is caused by fire, lightning, explosion, theft or attempted theft. This includes **standard accessories** on it or kept in **your** private garage. **We** will also pay for loss or damage to the **insured car's** fitted entertainment equipment up to the limit stated on the **schedule**.

### We will also insure the following people under this Section.

- Any person employed by a motor garage or similar business, which **you** do not own, which has the **insured car** for the purpose of maintenance, repair, testing or servicing.
- Any person employed by a hotel, restaurant or similar business, which **you** do not own, where the **insured car** is being parked for **you**.

### What is not covered

- Any car which is not the **insured car** and any loss or damage if **you** do not have cover under this section.
- Wear and tear, mechanical, electrical, electronic and computer failure, (including failure caused by hacks, viruses, **Cyber Incidents/Cyber Act** or malware) breakdowns or breakages.
- Loss or damage caused by **OTA, OBD, USB** or **Portal updates** that are not supplied by **your** car's manufacturer unless **we** have previously agreed to the update.
- Loss or damage caused by failure to install and/or accept any safety critical updates to **your** car through **OTA, OBD, USB** or **Portal updates** recommended or required by **your** car's manufacturer.
- Compensation for **you** not being able to use the **insured car**, any delay where **we** have to get new parts or accessories or they are unavailable, or the value of the **insured car** reducing for any reason.
- Any other indirect loss, such as travel expenses or loss of earnings.
- Loss or damage to the **insured car** by theft or attempted theft if the **insured car** has been left unlocked.

## SECTION 2 FIRE AND THEFT CONTINUED

- Loss or damage to the **insured car** by theft or attempted theft if the ignition key or other ignition device is left in, on or attached to or left in the immediate proximity of the **insured car**.
- Loss or damage to the **insured car** by theft or attempted theft if the engine has been left running.
- Loss or damage to the **insured car** by theft or attempted theft if the **insured car** has been left with a window or roof open.
- Loss or damage from repossession of the **insured car** and returning it to its rightful owner.
- Loss or damage from any agreement or proposed transaction for selling or hiring the **insured car** or someone taking the **insured car** by fraud, financial crime, trickery or deception or attempting to purchase the **insured car** by fraudulent means.
- Loss or damage arising from the **insured car** being taken or driven by a person who is not an insured driver but is a member of the **policyholder's family or household**, or being taken or driven by an employee or ex-employee unless **you** report the person to the police for taking **your** car without **your** consent.
- Loss or damage caused deliberately by **you** or any person driving the **insured car** with **your** permission.
- Any additional damage resulting from the **insured car** being moved by **you** after an accident, fire or theft.
- Any amount above the limit stated on the **schedule** for fitted entertainment equipment.
- Any storage charges unless **you** tell **us** about them and **we** agree in writing to pay for them.
- **Personal belongings** unless **you** have cover under Section 5.
- Keys, remote control or security devices (whether lost or stolen) unless **you** have cover under Section 8.
- Tapes, cassettes, compact and minidisks, Citizens-Band radios, phones or phone equipment.

## SECTION 2 FIRE AND THEFT CONTINUED

- Any loss or damage up to the amount of the **excess** that appears on **your schedule**.
- Any satellite navigation equipment or accessories, whether permanently fitted or not, that are not **standard accessories**.
- Any loss or damage caused by failure to maintain the **insured car** and safeguard it from such loss or damage.
- Any loss or damage from the **insured car** being confiscated, disposed of or destroyed by or under order of any government or public or local authority order.

## SECTION 3 ACCIDENTAL DAMAGE

### What is covered

We will cover **you** for loss or damage to the **insured car**. This includes **standard accessories** on it or kept in **your** private garage. We will also pay for loss or damage to the **insured car's** fitted entertainment equipment up to the limit stated on the **schedule**.

We will also insure the following people under this Section.

- Any person employed by a motor garage or similar business, which **you** do not own, which has the **insured car** for the purpose of maintenance, repair, testing or servicing.
- Any person employed by a hotel, restaurant or similar business, which **you** do not own, where the **insured car** is being parked for **you**.

### What is not covered

Any loss or damage described in 'what is not covered' under the Fire and Theft section of this **policy**. We also do not cover the following:

- Damage to tyres caused by wear and tear, braking, punctures, cuts or bursts.
- Damage caused by frost, unless **you** have taken care to stop the damage happening and have followed the manufacturer's instructions to avoid liquid freezing in **your** car.

## SECTION 3 ACCIDENTAL DAMAGE CONTINUED

### New car replacement

If, within one year of **you** buying the **insured car** from new and **you** were the first registered owner, it is:

- Stolen and not recovered, or
- Damaged so that repairs will cost more than 60% of the manufacturer's price list (including taxes and the cost of accessories) at the time of the loss or damage;

**We** will replace the **insured car** with a new one of the same make, model and specification.

If a replacement car of the same make, model and specification is not available **we** will, where possible, provide a similar car of identical list price.

### New car replacement does not apply if:

- **You**, or anyone **we** know who has an interest in the **insured car**, does not agree.
- The **insured car** is more than one year old at the time of the loss or damage.
- **You** were not the first registered owner of the **insured car**.
- **You** did not buy the vehicle from new.
- The repairs cost less than 60% of the manufacturer's price list (including taxes and the cost of accessories).
- **You** wish to have the claim settled on a cash basis when the most **we** will pay is the **market value** of the **insured car** and its **standard accessories** at the time of the loss or damage.

**We** are not liable for the consequences of any delay in getting the replacement car.

## SECTION 4 WINDSCREEN AND WINDOWS

**You** are covered for the damage to the car's windscreen, panoramic windscreen, windows, sunroof, panoramic sunroof, panoramic glass roof or for the bodywork scratched as a direct result of a damaged windscreen, panoramic windscreen, sunroof, panoramic sunroof or panoramic glass roof.

**You** will need to pay an **excess** if **your** windscreen or windows are repaired or replaced. **Your schedule** will show how much **you** will need to pay and also the additional **excess** should **you** choose to use a non-approved repairer.

**You** are not covered for any loss or damage if **you** do not have cover under this section.

**You** are also not covered for any loss or damage which is not included above.

## SECTION 5 PERSONAL ACCIDENT, PERSONAL BELONGINGS AND MEDICAL EXPENSES

### Personal Accident – What is covered

If **you**, **your** husband, **your** wife or **your** civil partner (as defined in the Civil Partnership Act 2004) are involved in a car accident, **we** will pay the amounts shown below if, within three months of the accident, it directly causes one of the following:

- Death **£5,000**
- Total loss of one or more limbs **£5,000**
- Permanent blindness in one or both eyes **£5,000**

The most **we** will pay is the limit for any one cause of death or injury during any one **period of insurance**. If the injured person is insured by **us** under any other **contract of motor insurance**, **we** will only pay out under one contract. **We** will only make a payment if the injury or death is directly connected with an accident involving the **insured car**, and not if it happens while **you**, **your** husband, **your** wife or **your** civil partner were travelling in or getting into or out of any other **private motor car** that **you** do not own and is not hired or leased to **you**.

### Personal Accident – What is not covered

- Any loss if **you** do not have cover under this Section.
- Death or bodily injury caused by suicide or attempted suicide or self-injury.
- Death or bodily injury, if at the time of an accident, **you** or **your** spouse or civil partner is driving under the influence of alcohol or drugs or any other substance and this is an offence under the driving laws of the country in which the accident happened.
- Death or bodily injury caused by disease, physical sickness or disability.
- Anyone failing to keep to the law regarding the use of seat belts.

### Personal Belongings – What is covered

**We** will pay up to £100 for **personal belongings** in **your** car, if they are lost or damaged because of an accident, fire, theft or attempted theft. If someone else owns the property, **you** can ask **us** to settle the claim with the owner of the property. **We** may need proof of purchase.

## SECTION 5 PERSONAL ACCIDENT, PERSONAL BELONGINGS AND MEDICAL EXPENSES CONTINUED

### Child seat cover

If **you** have a child seat fitted in **your** car and **your** car is involved in an accident, provided **you** are making a claim under Section 3 of this **policy**, **we** will pay for the cost of a replacement of a similar model and standard even if there is no apparent damage, subject to the provision of the purchase receipt for the original item.

### Personal Belongings – What is not covered

- Any loss or damage if **you** do not have cover under this Section.
- **Personal belongings** covered by any other insurance.
- Money, stamps, tickets, documents, securities, jewellery or furs.
- Goods or samples connected with **your** work or any other trade, or any container for these things.
- Televisions, portable DVD players, phones, phone equipment, phone accessories, computers, computer equipment, computer accessories, computer game console, computer games and computer accessories.
- Keys, remote control or security devices.
- Property taken from an unlocked vehicle or which **you** have not taken reasonable care to protect from loss or damage.
- The theft of **personal belongings** unless kept out of sight in the locked boot or other enclosed storage compartment of **your** car.
- The theft or attempted theft of **personal belongings**, if **your** car has been left unlocked, left with the keys in, on or attached to or left in the immediate proximity of **your** car, or left with a window or roof open.

### Medical Expenses – What is covered

If **you** or **your** passengers are injured because of an accident involving the **insured car**, **we** will pay up to £150, in addition to the compulsory Emergency Medical Treatment fee (see Section 1), for each person for any medical treatment they receive.

### Medical Expenses – What is not covered

Any medical expenses if **you** do not have cover under this Section.

## SECTION 6 DRIVING ABROAD

### Minimum Insurance – What is covered

This **policy** provides the minimum cover **you** need by law to use **your** car in the following countries, including their member states.

Great Britain, Northern Ireland, The Isle of Man, The Channel Islands, Andorra, Austria, Belgium, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Faroe Islands, Finland, France, Germany, Gibraltar, Greece, Greenland, Hungary, Iceland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Montenegro, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, San Marino, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland and the Vatican City. It also includes travelling between these countries by air, rail or sea, including loading and unloading.

### Minimum Insurance – What is not covered

- Damage to the **insured car**.
- Customs and Excise duty.

### Cover in addition to Minimum Insurance – What is covered

**We** will extend **your** cover to apply to:

- Any country as mentioned above.
- The **insured car** whilst it is being transported by rail, sea or air between countries which **you** have cover for. If **you** are travelling by sea, it must be by a recognised sea route and the journey should not take longer than 65 hours.

For up to 90 days of the **period of insurance** as long as:

- The **insured car** is taxed and registered within the **geographical limits**, and
- **Your** main permanent home is within the **geographical limits** and **your** visit abroad is only temporary.

## SECTION 6 DRIVING ABROAD CONTINUED

### Cover in addition to Minimum Insurance – What is not covered

- Driving other cars (see Section 1) even if stated on the **certificate of motor insurance**.
- Customs and Excise duty.
- Use for more than 90 days of the **period of insurance**.
- Loss or damage in any country which is not mentioned above.
- The **insured car**, unless it is being used for purposes described in the **certificate of motor insurance**.
- Any additional accommodation or travel costs or expenses incurred.

### Additional information when travelling abroad

The EU countries and the other countries mentioned above which follow EU directives and have been approved by the Commission of the EU, agree that a Green Card is not necessary for travelling between them. **Your certificate of motor insurance** is proof of compulsory motor insurance in these countries.

### Towing Abroad

You should check if **you** need to register **your** trailer or caravan before towing it abroad.

If **you** do, it means **you** will need to display a separate registration plate and **you** will need to carry a green card for the trailer or caravan (but not **your** car).

## SECTION 7 NO CLAIMS DISCOUNT AND PROTECTED NO CLAIMS DISCOUNT

If no claim is made, **we** will apply the premium discount in line with **our** no claim discount scale current at the time of renewal.

If a claim is made against **your** insurance **policy** (excluding windscreen claims) and **we** are unable to recover any payments that are made, or **you** have not protected **your** no claims discount, **your** no claims discount will be reduced.

**Your** no claim discount will not be affected if **we** only pay for the emergency treatment charges under the Road Traffic Acts or if **your** claim is only for repair or replacement of windows, windscreen, glass roof or sunroof

**You** cannot transfer **your** no claims discount to anyone else. If more than one car is insured, the no claim discount is earned separately for each car.

**You** may ask **us** for information on how a claim may affect **your** no claim discount.

### No Claim Discount Step Back Table

	Claims in The Last 5 Years:				
	No claims	1	2	3	4 or more
<b>Last Years No Claims Discount:</b>					
<b>0</b>	1	0	0	0	0
<b>1</b>	2	0	0	0	0
<b>2</b>	3	0	0	0	0
<b>3</b>	4	1	0	0	0
<b>4</b>	5	2	0	0	0
<b>5</b>	6	3	1	0	0
<b>6</b>	7	3	1	0	0
<b>7</b>	8	3	1	0	0
<b>8</b>	9	3	1	0	0
<b>9+</b>	9	3	1	0	0

## SECTION 7 NO CLAIMS DISCOUNT AND PROTECTED NO CLAIMS DISCOUNT CONTINUED

### Protected No Claims Discount

If **you** paid an extra premium to protect **your** no claims discount, **your** no claims discount protection will be removed at the next renewal date if **you** make 2 or more claims in a 5-year consecutive period (excluding windscreen claims) where **we** are unable to recover any payments that have been made.

**Your** no claims discount protection will be removed at the next renewal date and the number of years no claims discount will be reduced in accordance with the table below.

No claims discount protection does not protect the overall price of **your** insurance **policy**.

### Protected No Claim Discount Step Back Table

	Claims in The Last 5 Years:					
	No claims	1	2	3	4	5 or more
Last Years No Claims Discount:						
5	6	5	5	3	1	0
6	7	6	6	3	1	0
7	8	7	7	3	1	0
8	9	8	8	3	1	0
9	9	9	9	3	1	0

## **SECTION 8 LOCK REPLACEMENT – STOLEN KEY COVER**

### **What is covered**

**We** will pay up to £750 to replace **your** car keys, lock transmitter or entry card if they are stolen, providing they were not left in, on or attached to or left in the immediate proximity of **your** car.

**We** will also replace all the locks on **your insured car**.

This will be subject to the theft **excess** which is shown on **your schedule**.

## **ELECTRIC CAR COVER**

This section provides additional information when insuring **your** electric vehicle which is not referenced elsewhere in this policy document.

### **Battery Cover**

Cover is provided as identified in this section, whether **you** own the battery or the battery is leased.

If **you** lease the battery, **you** will need to know exactly what **your** responsibilities are. Please ensure **you** read all documentation **you** receive from the manufacturer so **you** fully understand **your** responsibility as the battery owner.

### **What is covered (Battery)**

- Theft of, or accidental damage to the battery as per section 2 and section 3.

### **What is not covered (Battery)**

- Misuse of the car battery, including but not limited to, overcharging/undercharging, deliberate acts and self repair/replace; or
- Cost to repair or replace a non-functional battery.

## **ELECTRIC CAR COVER CONTINUED**

### **Charging cables and charging points**

It is **your** responsibility to ensure that the charging cable is safeguarded against any trips or falls and/or injury to any persons or property, including malicious damage.

### **Charging on your driveway or in your garage – What is covered**

- Theft of, fire or accidental damage to **your** charging cable and **your** charging point as per section 1, section 2 and section 3.
- Loss or damage to **your** car as a direct result of **your** charging cable or charging point as per section 2 and section 3.

### **Charging on your driveway or in your garage – What is not covered**

In addition to sections 1, 2 and 3, **we** will not cover for misuse of the charging cables, including but not limited to, overcharging/undercharging, deliberate acts and self repair/replace;

- Cost to repair/replace faulty charging cables; or
- Cost to repair/replace faulty charging points.

### **Charging away from your driveway or garage – What is covered**

- Theft of, fire or accidental damage to **your** charging cable as per section 1, section 2 and section 3.
- Loss or damage to **your** car as a direct result of a charging point or cable as per section 2 and section 3.

### **Charging away from your driveway or garage – What is not covered**

- Misuse of the charging cable, including but not limited to, overcharging/undercharging, deliberate acts and self repair/replace;
- Cost to repair/replace faulty charging cables;
- Any theft, fire, accidental or malicious damage to any charging point;
- Cost to repair/replace faulty charging points.

### **Out of charge recovery**

In the event that **your** car runs out of electric charge in Great Britain, **we** will recover **you** to **your** home or the nearest charging point, whichever is nearest.

Please call 0330 678 7113 should **you** require this service.

# CLAIMS HANDLING

**We** aim to provide **you** with the best claims service that **we** can. If **you** use the services **we** have put in place to achieve this, **we** can provide a better service than when the claim is outside **our** control.

There are some important points that **you** should be aware of if **you** are involved in an accident or **your** car is stolen.

## Accident

- **You** must STOP at the scene of the accident, do not drive away until **you** have exchanged details with the other party involved.
- Give **your** name, address and insurance details.
- Get the name, address, phone number, vehicle registration and any other information **you** can from the other driver or drivers, passengers, witnesses and any attending police officer.
- Note the exact location and any relevant road signs or markings.
- If there is an injury and **you** did not give **your** details at the scene, report the incident to the police within 24 hours.

## Theft

- Report the theft to the police immediately and take a note of the officer's name, number, constabulary and crime reference number.
- If **you** know where the vehicle is after its theft, make sure that it is safe and secure.

## CLAIMS HANDLING CONTINUED

### Claims Procedure

If any accident, injury, loss or damage occurs **you**, or **your** legal representative, must do the following:

Inform **us** by calling **our** Contact Centre (UK) on 0330 678 5548 as soon as is reasonably possible. If **your** claim is for glass only call **our** approved repairer on 0330 678 5591.

- Send **us**, unanswered, every letter **you** receive about a claim as soon as possible.
- Tell **us**, as soon as **you** know, about any prosecution, coroner's inquest or fatal accident injury.
- Do not admit liability or negotiate a settlement without **our** written permission.
- Give any information, help and co-operation **we** need, including going to court if necessary.

### We may do the following

- Take over, defend or settle any claims in **your** name, or that of any other person insured.
- Take action (which **we** will pay for) in **your** name, or that of any other person insured, to get back any money **we** have paid.

### Windscreen Damage – Ring 0330 678 5591

(See Section 4)

If **you** use **our** approved repairer the **policy** limit may not apply. If **you** use another supplier, **we** will only pay up to the limit shown on the **schedule**.

# CLAIMS HANDLING CONTINUED

## Handling Your Claim

(See Sections 2, 3 and 8)

### We will do the following:

- Get an agent to take the **insured car** to the nearest Approved Repairer or another safe place if **you** cannot drive it.
- Refer **you** to an Approved Repairer. **You** can take the car to them or they will collect it and return it to **you** after an estimate has been prepared.
- Send the car to an Approved Repairer, or another repairer of **your** choice, if **we** disagree with the estimate for repairing it provided by a non-approved repairer.
- If the **insured car** is being repaired by an Approved Repairer from **our** network, they will endeavour to provide **you** with a class A courtesy car for the duration of the repair to the **insured car**. Provision of a courtesy vehicle is entirely at the discretion of the Approved Repairer and is subject to availability. **We** will not accept any responsibility for losses arising where an Approved Repairer is unable to supply a courtesy car.
- Treat the **insured car** as stolen if it has not been recovered within 30 working days after **you** reported the theft to **our** Contact Centre. It must still be missing when **we** pay **your** claim.
- Have **your** vehicle examined by **our** own or **our** appointed engineer.

### You must do the following:

- Get **our** permission before ordering any new part or accessory, and before paying for any transport outside the **geographical limits**.
- Tell **us** straightaway if the **insured car** is stolen and **you** later get it back, or discover where it is.
- Send **us** the **certificate of motor insurance**, the Vehicle Registration document and Department of Transport Test (MOT) Certificate if the **insured car** needs one, keys and any other documents **we** ask for before **we** pay **your** claim.

# CLAIMS HANDLING CONTINUED

## Paying Your Claim

(See Sections 2, 3, 4 and 8)

### We will do the following:

- Pay the reasonable cost of protecting the **insured car**.
- Pay the reasonable cost for the **insured car** to be brought back to the address shown on the **schedule**. (**We** will not pay the cost of any transport outside the **geographical limits** unless **we** agree to do so first.)
- Entirely at **our** discretion and subject to payment of the **policy excess**, arrange to:
  - a) repair the damage at **our** Approved Repairer, **we** may decide to use suitable parts or accessories which are not supplied by the original manufacturer, or alternatively authorise repairs at a repairer of **your** choice subject to the provision of satisfactory estimates,
  - b) pay **you** the cost of replacing or repairing the damaged parts, including their fitting, or
  - c) treat the **insured car** as a total loss and pay **you** the **market value** of the vehicle less the **excess** just before the loss or damage happened.
- Pay the last known cost shown in the manufacturer's price list and the reasonable cost of fitting if any lost or damaged part or accessory is no longer available.
- Not pay the whole cost of any repair or replacement that leaves the vehicle in a better condition than before the loss or damage (**you** will pay part of the cost of the repair or replacement).
- Not refund any premium if the **insured car** is written off or there is any claim. Once **you** accept **our** offer or **we** have paid the claim (or both) the **insured car** becomes **our** property, unless **we** agree otherwise.
- Settle the claim to the legal owner, up to the **market value**, if the **insured car** is part of a hire-purchase or leasing agreement, or belongs to someone else.

## CLAIMS HANDLING CONTINUED

- **We** will not pay the VAT element of any claim if **you** are registered for VAT.
- If **we** declare the **insured car** a total loss (write off), **you** must pay whatever **you** owe **us** before **we** will pay **your** claim, or **we** may take what **you** owe **us** from anything **we** pay **you**.

### **You must do the following:**

- Pay any **excess** direct to the repairer when **you** collect **your** vehicle.
- Pay the VAT direct to the repairer when **you** collect **your** vehicle if **you** are registered for VAT.
- Reimburse **us** any amount paid to any repairer in respect of a claim under the **contract of motor insurance** in relation to the VAT element of the total cost, if **you** are registered for VAT.

# GENERAL EXCLUSIONS

These **general exclusions** apply to the whole of this **contract of motor insurance** and describe the things which are not covered. These apply as well as the exclusions shown under 'What is not covered' in each of the Sections detailing the cover provided.

This **contract of motor insurance** does not cover claims arising from any of the following.

- 1 Any accident, injury, loss or damage that happens while the **insured car** is being:
  - Used for a purpose which it is not insured for.
  - Driven or in the charge of anyone who is not described in the **certificate of motor insurance** as a person entitled to drive or who is excluded from driving by any **endorsements** or covered by another insurance.
  - Driven or in the charge of anyone who does not have a valid driving licence, has not held a driving licence, is disqualified from driving or is prevented by law from holding a licence.
  - Driven or in the charge of anyone who does not meet the terms and conditions of their driving licence as required by DVLA / DVLNI rules and regulations and any relevant law.
  - Driven or in the charge of anyone who does not meet all the conditions described in the **endorsements on your schedule** and all the **general conditions** in this **policy**.
  - Kept or used in an unsafe or unroadworthy condition. (**You** may be asked to provide details to show the **insured car** was regularly maintained and kept in good condition.)
  - Kept or used without a current Department of Transport Test (MoT) certificate if one is needed.
  - Kept or used in any way that breaks any security requirements imposed by an **endorsement**.
  - Used to carry passengers or goods in a way likely to affect the safe driving and control of the vehicle, or
  - Used in or on restricted areas of airports, airfields or military bases.

## GENERAL EXCLUSIONS CONTINUED

- 2 Any liability that **you** have agreed to accept unless **you** would have had that liability anyway.
- 3 Anyone who does not meet all the conditions described in the **endorsements** on **your schedule** and all the **general conditions** in this **policy** and any other condition of this **policy**.
- 4 Any use connected with the motor trade, unless this use is described in the **certificate of motor insurance** (under Limitations as to Use).
- 5 Hiring out the **insured car** for money. (**You** can accept money from passengers if **you** give them a lift so long as **you** do not make a profit, **you** are not carrying them as part of a business or in the course of **your** employment, and the **insured car** has no more than eight seats, not including the driver.)
- 6 Racing of any description or being used in any contest, competition, rally or speed trial (apart from treasure hunts).
- 7 The **insured car** being used for hire or reward, racing, pacemaking, testing, trials, de-restricted toll road (including Nurburgring), rallies or track days, for any use in connection with the Motor Trade other than by a member of the Motor Trade for the purposes of overhaul, upkeep or repair.
- 8 Any accident, injury, loss or damage caused directly or indirectly by:
  - War, invasion, act of foreign enemy, hostilities (whether war is declared or not), revolution, act of terrorism or similar event.
  - Riot or civil unrest that happens outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.
  - Earthquake.
  - Ionising radiations or contamination from nuclear fuel or nuclear waste or from the burning or explosion of nuclear fuel.
  - The radiation, toxic, explosive or other dangerous properties of any nuclear installation, reactor, or other nuclear assembly or its component part.
  - Any weapon or device using atomic or nuclear fission or fusion or radioactive force or matter.
  - Pressure waves caused by aircraft and other flying objects, or
  - Carrying any dangerous substances or goods.

## GENERAL EXCLUSIONS CONTINUED

- 9 Any liability, loss or damage that happens outside the **geographical limits** (apart from the cover detailed in Section 6 – Driving Abroad).
- 10 Any proceedings brought against **you** outside the **geographical limits**, unless they result from using the **insured car** in a country which **we** have agreed to extend this insurance to cover (see Section 6 – Driving Abroad).
- 11 Any liability, injury, loss or damage caused directly or indirectly by:

- Pollution, or
- Contamination.

unless the pollution or contamination is directly caused by one incident at a specific time and place during the **period of insurance** and is:

- Sudden.
- Identifiable.
- Not deliberate.
- Unexpected.

**We** will consider the pollution to have happened at the time the incident took place.

- 12 Any death, injury, loss or damage caused directly or indirectly as a result of any deliberate act by **you** or any person driving the **insured car**.
- 13 **We** will not pay more than **our** legal liability under compulsory motor insurance legislation for any claim, if the driver of **your** car at the time of the incident:
- Is found to be over the permitted limit for alcohol;
  - Is unfit to drive through alcohol or drugs, whether prescribed or otherwise; or
  - Fails to provide a swab sample or a sample of breath, blood or urine when required to do so, without lawful reason.

Where **we** are required to make a payment in such circumstances, **we** reserve the right to recover any such amounts from **you** or the driver of **your** car at the time of the accident.

## GENERAL EXCLUSIONS CONTINUED

### 14 Sanctions

Allianz can't provide **you** with cover and won't be liable to pay any claim if doing so exposes Allianz to any sanction, prohibition or restriction under United Nations resolutions. This also includes the trade or economic sanctions, laws or regulations of the United Kingdom, European Union or United States of America. If **you** are found to be subject to, or associated with, such sanctions **we** may cancel or void **your policy** (treat it as if it never existed), including all other **policies** which **you** may have with **us**, and apply a cancellation charge

### 15 Cyber Incidents/Cyber Acts

**We** will not pay for any loss, damage or liability directly or indirectly caused or contributed to by:

- A **Cyber Act** affecting **your** vehicle
- Loss of, corruption, or access to data due to a **Cyber Incident** or **Cyber Act**.

### 16 Over the Air

Loss or damage caused by failure to install and/or accept any safety critical updates to **your** car through **OTA, OBD, USB** or **Portal updates** recommended or required by **your** car's manufacturer.

Loss or damage caused by **OTA, OBD, USB** or **portal updates** that are not supplied by **your** car's manufacturer unless **we** have previously agreed to the updates.

# GENERAL CONDITIONS

The following **general conditions** apply to the whole of this **contract of motor insurance**. These describe **your** responsibilities, general information and the procedures that apply in certain situations, such as when there is a claim or the **contract of motor insurance** is cancelled. If **you** do not meet the terms and conditions of this **contract of motor insurance**, it could make the cover invalid or mean **we** will refuse to pay **your** claim.

## Keeping to the Policy Terms

**Your** premium is based on the information **you** gave **us** when **your** cover started and when **you** renew it. If any details in **your proposal form or statement of insurance** change, **you** must tell **us** as soon as possible. If **you** are not sure whether **you** need to tell **us** about certain facts, **you** should give **us** the information anyway, or contact **your insurance broker** for advice. **You** should keep a record of the information **you** give in relation to this **contract of motor insurance**. If **you** did not or do not give full and accurate information, this **contract of motor insurance** may be invalid and **we** may refuse to deal with any claim **you** might make.

This insurance will only apply if:

- The person claiming has kept to all the terms and conditions of this **contract of motor insurance**; and
- All the information **you** have supplied is correct and complete to the best of **your** knowledge and belief.

## Misrepresentation.

If **you** or anyone representing you:

- Provides **us** with misleading or incorrect information to any of the questions asked when applying for, amending or renewing this insurance;
- Deliberately misleads **us** to obtain cover, gain a cheaper premium or more favourable terms;
- Provides **us** with false documents;
- Makes a fraudulent payment by bank account and/or card;

## GENERAL CONDITIONS CONTINUED

**We** may:

- Agree to amend **your policy** to record the correct information, apply any relevant **policy** terms and conditions and collect any additional premium due including any premium adjustment charge to cover **our** administration costs;
- Reject a claim or reduce the amount of payment **we** make;
- Cancel or void **your policy** (treat it as if it never existed), including all other policies which **you** have with us, and apply a cancellation premium charge.

Where fraud or financial crime is identified **we** will:

- Not return any premium paid by you.
- Recover from **you** any costs **we've** incurred.
- Pass details to fraud prevention and law enforcement agencies who may access and use this information. Other insurers may also access this information.

### Claims Fraud

If **you** or anyone representing you:

- Makes a claim or part of any claim that is fraudulent, false or exaggerated;

**We** may:

- Reject the claim or reduce the amount of payment **we** make;
- Cancel **your policy** from the date of the fraudulent act and not return any premium paid;
- Recover from **you** any costs **we've** incurred relating to the fraudulent claim and any further claims notified after the date of the fraudulent act;
- Pass details to fraud prevention and law enforcement agencies who may access and use this information. Other insurers may also access this information.

## GENERAL CONDITIONS CONTINUED

### Right of recovery

If the law of any country which this **contract of motor insurance** covers requires **us** to make payments which, but for that law, **we** would not otherwise have paid, **you** must repay the amount to **us**.

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 to **us**. If **we** have refunded any premium following cancellation, **we** can take any money **you** owe **us** from any payment **we** make.

### Care of the Car

The **insured car** must be covered by a valid Department of Transport Test (MoT) Certificate if **you** need one by law.

**You** or any person driving the **insured car** with **your** permission, must take care to avoid loss of or damage to the **insured car**. For example, **you** should remove it to a safe place as soon as possible if it breaks down. **You** should also take care of the keys to the **insured car** to prevent them being lost or stolen.

**You** must always take the keys out of the ignition and remove them completely when the **insured car** is left at any time whatsoever (regardless of whether the vehicle is still within **your** sight) and make sure that **you** do not leave belongings on display. **You** should close all the windows and sun-roofs and lock all the doors. Alarms, immobilisers and tracking devices should be turned on when fitted.

If **you** or any person driving the **insured car** with **your** permission, do not take care of the **insured car** and meet any security requirements, this **contract of motor insurance** may no longer be valid and **we** may not pay any claim.

## GENERAL CONDITIONS CONTINUED

**You** or any other person covered by this insurance must do the following:

- Protect the **insured car** from loss or damage.
- Keep the **insured car** in a roadworthy condition. (**You** may be asked to provide details to show the **insured car** was regularly maintained and kept in good condition.)
- Not move or drive the **insured car** in a way likely to affect safe driving or control or in a way which could cause loss or damage to it.
- Not move or drive the **insured car** after an accident, fire or theft if to do so may cause additional damage.
- Allow **us** to examine the **insured car** at any reasonable time.

### Other Insurance

If there is any other insurance covering the same claim, **we** will only pay **our** share of the claim, even if the other insurer refuses the claim.

### Advanced Driver-Assistance Systems

When using a vehicle fitted with **ADAS**, **you** must follow the manufacturer's instructions and load any software and/or safety related updates. If **you** don't, the following will apply:

- **Your** insurance won't be valid.
- **We** may void or cancel (treat it as if it never existed).
- **We** won't pay any claims for loss or damage.

If **we** need to make a payment under the Road Traffic Act, **we** reserve the right to recover any amounts from **you** or the driver of **your** vehicle.

In the event that a claim is made, **we'll** repair or recalibrate any advanced driving assistance systems. If **we're** not repairing **your** vehicle, **you** must immediately arrange for the defect to be rectified, replaced or recalibrated.

## GENERAL CONDITIONS CONTINUED

### Renewal

Each renewal of the **policy** represents a new contract of insurance, **we** may amend the terms and condition's at renewal which includes:

- Imposing terms such as the application of **excess** or **endorsements**;
- Increasing **your** premium;
- Excluding cover;
- Amending the **policy** wording;
- Declining to renew **your policy**.

Notification will be provided to **you** by **your** broker prior to the renewal date of **your policy**.





If there is an accident or theft, call us on

**0330 678 5548**

If you suffer windscreen or glass damage, call us on

**0330 678 5591**

**[allianz.co.uk/brokercustomer](https://allianz.co.uk/brokercustomer)**

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