

Take out another insurance product and get 10% off each one

HOME INSURANCE 0800 051 8000

ANNUAL TRAVEL INSURANCE 0800 051 7000

PET INSURANCE 0800 051 9000

Lines open 8am-8pm Monday to Friday, 9am-5pm on Saturdays and 10am-3pm on Sundays

Or visit www.virginmoney.com



Virgin Car Insurance is underwritten by UK Insurance Limited. Registered Office: The Wharf, Neville Street, Leeds LS1 4AZ. Registered in England no: 1179980. UK Insurance Limited is authorised and regulated by the Financial Services Authority. Calls may be recorded. Virgin Money Personal Financial Service Ltd. Registered Office: Discovery House, Whiting Road, Norwich NR4 6EJ. Registered in England no 3072766. Virgin Money Personal Financial Service Ltd is authorised and regulated by the Financial Services Authority. VIRMON/MPB/0808

2007311

Printed on paper from sustainable
and recycled sources



Virgin Car Insurance

Your policy

virginmoney.com

Welcome to Virgin Car Insurance

Thank you for choosing Virgin Car Insurance. This policy booklet gives full details of your cover and should be read along with your Schedule and Certificate of Motor Insurance. Please keep all your documents in a safe place. If you have any questions about your policy, please call us on the number shown in the Schedule. We have not provided You with a personal recommendation as to whether this policy is suitable for Your specific needs.

Your right to cancel

If this cover does not meet Your requirements, please return all Your documents within 14 days of receipt. We will return any premium paid in full provided no claims have been made on the policy during that time. Please return your documents to: Virgin Money Car Insurance, PO Box 106, 37 Broad Street, Bristol BS99 7NQ.

How to make a claim

To notify Us of a claim please call 0870 024 0725.

How to complain

Should there ever be an occasion when You need to complain, please call Us on Our priority number 0870 024 0722. If Your complaint relates to a claim, please contact Your claims handler whose details will be shown in Your claims documentation.

If You wish to write, then address Your letter as follows:

- Claims related complaints to **Customer Relations Department, Virgin Car Insurance, Cote Lane, Pudsey LS28 5GF.**
- All other complaints should be addressed to **Customer Relations Department, Virgin Car Insurance, PO Box 106, Broad Street, Bristol BS99 7NQ.**

If we cannot resolve the differences between us, You may refer your complaint to the Financial Ombudsman Service (FOS). Their address is: South Quay Plaza, 183 Marsh Wall, London E14 9SR, telephone 0845 080 1800.

Details about our regulator

UK Insurance Limited is authorised and regulated by the Financial Services Authority. The Financial Services Authority website which includes a register of all regulated firms can be visited at www.fsa.gov.uk/register or the Financial Services Authority can be contacted on 0845 606 1234. We have not provided You with a personal recommendation as to whether this policy is suitable for Your specific needs.

Under the Financial Services and Markets Act 2000, should UK Insurance Limited be unable to meet their liabilities to policyholders, compensation may be available. Insurance advising and arranging is covered for 100% of the first £2,000 and 90% of the remainder of the claim, without any upper limit.

For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit. Information can be obtained on request or by visiting the Financial Services Compensation Scheme website at www.fscs.org.uk

This is a legal document and may seem complicated. We have provided this commentary to help You understand Your Policy, but it does not form part of the contract. The commentary will always be secondary to the Policy wording itself.

We rely on the information You supply. If that information is inaccurate or incomplete, Your Policy may not be valid.

YOUR MOTOR INSURANCE POLICY

Your Motor Insurance Policy is provided by UK Insurance Limited.

This Policy is evidence of the contract between You and UK Insurance Limited, based on the information given to Us.

In return for receiving and accepting the premium, We will provide insurance in the terms of the Policy for those Sections shown in the Schedule as applying in respect of accident, injury, loss or damage occurring in the Territorial Limits during the Period of Insurance.

Under European law You and We may choose which law will apply to this contract.

English law will apply unless both parties agree otherwise.

MAIN DEFINITIONS

Accessories means a product specifically designed for attachment to Your Car. Some Accessories will constitute modifications as detailed in the Schedule.

Market Value means the replacement value of the same make and model of a similar age and condition vehicle as determined by reference to standard trade guides.

Partner means a person You are living with as if You are married to them.

Policy means this booklet, the Schedule and the Certificate of Motor Insurance. They are to be read together and any word or expression to which a specific meaning has been given has the same meaning wherever it appears.

Territorial Limits means Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man, the Channel Islands and includes transit between any of these.

We, Us, Our, Company and **The Insurer** mean UK Insurance Limited.

You and **Your** mean the Policyholder.

Your Car means the motor vehicle identified in the Schedule.

These are the definitions of terms used throughout Your Policy.

The Schedule shows the car We are insuring, the cover and the Sections of the Policy which apply. The Certificate is legal evidence of insurance and shows who may drive Your Car and the purposes for which it may be used.

The Certificate specifies the registration mark of Your Car so You must notify Us before any change of car is made.

Remember to tell Us of any change in the information You supplied or any amendment You require. If You fail to do so, You may not have the protection of Your Policy.

CONTENTS

Section A	Third Party Liability	7
	Exceptions to Section A	9
	Towing	9
Section B	Accidental Damage Cover	10
	Exceptions to Section B	11
	Excess Amount	11
Section C	Cover for Fire and Theft Damage Only	12
	Exceptions to Section C	12
	Excess Amount	12
Section D	Windscreen Damage	13
	Excess Amount and Requirements	13
Section E	Personal Accident	14
Section F	Additional Benefits	15
	1. Medical Expenses	15
	2. Personal Effects	15
Section G	Foreign Use	16
	1. Use Abroad	16
	2. E.U. Compulsory Cover	16
Section H	Uninsured Loss Recovery	17
	Cover provided under this Section	17
	Exceptions to Section H	19
	Conditions for Section H	20
	No Claim Discount	22
	General Exceptions	23
	Conditions	25
	Car Sharing Extension	28
	Your Consumer Credit Agreement	29

SECTION A – THIRD PARTY LIABILITY

1. Indemnity to the Policyholder

We will indemnify You against legal liability for damages, claimants costs and expenses in the event of an accident involving:

- a) Your Car.
- b) The driving by You, with the owner's permission, of any motor car not belonging to You and not hired to You under a hire purchase agreement provided that:
 - i) You are entitled by Your effective Certificate of Motor Insurance to drive such a car.
 - ii) You observe the licence conditions applicable.
 - iii) There is no other insurance in force which covers the same claim.
 - iv) The car is being driven in Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man or the Channel Islands.

In respect of:

- i) Death of or bodily injury to any person.
- ii) Damage to property up to a maximum of twenty million pounds subject to General Exception 5.

2. Indemnity to other persons

We will, in the terms of Section A1 above, indemnify:

- a) Any other person stated in the effective Certificate of Motor Insurance to be a person entitled to drive, who is driving Your Car with Your permission, provided such person observes the licence conditions applicable to the driving of Your Car.
- b) Any person, using but not driving Your Car for social, domestic and pleasure purposes with Your permission.
- c) At Your request, any passenger other than the driver in Your Car.
- d) The employer or business partner of anyone indemnified under this Section.
- e) The legal representatives, in the event of the death of the person indemnified, in respect of the liability incurred by such person.

This section shows the cover provided for claims made by other parties for bodily injury or damage to their property.

This part covers claims made against You.

Cover operates for accidents involving Your Car or (if You are permitted in the Certificate) whilst You are driving someone else's car.

If Your Certificate permits You to drive someone else's car then it should only be in the event of an emergency.

This Section does not cover any loss or damage to Your Car or the car You are driving.

This covers claims made against people other than yourself from incidents involving Your Car. It covers:

- a) Other drivers of Your Car if permitted.
- b) Others You have allowed to use Your Car for social, domestic and pleasure purposes.
- c) Passengers for liability they may incur.
- d) The employer or business partner of any of the above.
- e) In the event of death of any of the above, their legal representatives.

Legal costs and expenses incurred with Our written consent will be paid.

We will pay the solicitor's fee for representing or defending You as shown.

If any person covered by this Policy is charged with manslaughter or causing death by reckless or dangerous driving We will arrange and pay for their defence as shown.

The compulsory fee for emergency medical treatment following an accident will be paid. A payment under this paragraph only will not affect Your No Claim Discount.

We reserve the right to recover Our outlay if We have to pay a claim simply due to the requirements of the law of a country.

3. Costs and expenses

a) Legal costs

In the event of an accident involving a car, the use of which is insured by this Policy, at Our option:

- i) We will pay all legal costs and expenses incurred with Our written consent.
- ii) We will pay the solicitor's fee incurred with Our written consent for:
 - a) Representation at any Coroner's Inquest or Fatal Accident Inquiry in respect of any death.
 - b) Defending in any court of summary jurisdiction any proceedings in respect of any act causing or relating to any event which may be the subject of indemnity under this Section.
- iii) We will arrange for and pay the reasonable cost of legal services to defend You or any person entitled by this Policy to drive any motor car, the use of which is insured by this Policy, against a charge of manslaughter or causing death by reckless or dangerous driving, if the death in connection with the charge may be the subject of indemnity under this Section.

b) Emergency treatment

We will pay for emergency treatment fees as required by the Road Traffic Acts and such payment will not affect the allowance of No Claim Discount.

4. Compulsory Motor Insurance

If the law of any country in which this Policy operates obliges Us to make any payment which We would not otherwise have paid, We reserve the right to recover the amount from You or from the person who incurred the liability.

EXCEPTIONS TO SECTION A

We shall not be liable:

1. To indemnify any person under Section A2:
 - a) Who is aware that the person driving does not hold a licence to drive a motor car the use of which is insured by this Policy, unless such a driver has held and is not disqualified from holding or obtaining such a licence.
 - b) Who fails to take all reasonable steps to ensure that the person driving observes the licence conditions applicable to the driving of such a motor car.
 - c) Unless such person observes and fulfils the terms of the Policy insofar as they can apply.
 - d) If there is any other insurance in force covering the same liability.
2. In respect of death of or bodily injury to any person arising out of and in the course of such person's employment by the person claiming to be indemnified, except so far as is necessary to meet the requirements of relevant legislation.
3. For loss of or damage to any car, the use of which is insured by this Policy, or to any property belonging to or held in trust by or in the custody or control of the person claiming to be indemnified.

Towing

This Policy shall be operative whilst any car insured by this Policy is towing a trailer or a disabled mechanically propelled vehicle as allowed by law.

Section A of this Policy applies to the towed trailer or the disabled mechanically propelled vehicle during such towing.

We shall not be liable in respect of any claim arising:

- a) Out of damage to or loss of the towed trailer or vehicle or property being carried in or on the towed trailer or vehicle.
- b) Whilst such trailer or vehicle is being towed for reward.

We are not obliged to provide cover or settle claims under Section A2 where any person seeking the protection of this Policy:

- a) Is aware that the driver has never held a licence to drive the car or is disqualified from driving.
- b) Does not take reasonable measures to ensure the driver observes the licence conditions.
(For example, a provisional driving licence holder must be accompanied by a driver aged over 21 who has held a full driving licence for three years.)
- c) Does not observe the requirements of this Policy.
- d) Has other insurance covering the claim being made.

Where We are required to do so by law, We will deal with claims of this nature.

Claims for damage to any car or any property belonging to any person seeking the protection of this Policy are not covered under this Section.

This confirms that You can tow a caravan, trailer or disabled vehicle.

The cover provided is only in respect of claims made against You.

No cover is provided in respect of loss of or damage to the caravan, trailer or disabled vehicle or any contents.

You must not tow for reward.

SECTION B – ACCIDENTAL DAMAGE COVER

This Section shows how We insure Your Car against loss or damage.

In addition to Your Car, the cover includes its Accessories when fitted or kept in Your locked garage.

The maximum amount payable is the Market Value unless You are entitled to a replacement car.

We are entitled to possession and ownership of Your damaged or lost car if We settle a write-off claim.

If Your Car is less than one year old We may offer You a new car. The circumstances under which We do this are shown opposite.

These are the ways We may settle Your claim.

If the car is on hire purchase or belongs to someone else We may settle with the owner.

If any part is no longer manufactured or is otherwise unobtainable all We can do is pay what it would have cost, plus fitting.

After an accident We will pay the cost of protecting Your Car, removing it to the repairer and returning it to You at Your address.

Cover for loss or damage to car entertainment, telephone and satellite navigation equipment is limited to the amount specified in the Schedule.

This cover applies only to Your Car

1. We will indemnify You against loss of or damage to Your Car. This includes its Accessories whilst thereon or whilst in Your locked private garage.
2. The maximum amount payable by Us will be the Market Value at the time of the loss or damage unless You are entitled to claim for a replacement car as detailed below in paragraph 3. If We settle on the basis that Your Car is a total loss or uneconomical to repair, We will become entitled to possession and ownership of Your Car.
3. If within one year of its first registration as new in Your name:
 - a) Your Car is lost by theft and not recovered, and is the subject of a claim under Section C; or
 - b) Damage covered by the terms of this Policy is caused to Your Car to an extent greater than 60% of the manufacturer's list price (inclusive of V.A.T.) at the time of such damage,

We will at Your request and subject to the consent of any other interested party known to Us, replace Your Car with a new car of the same make, model and specification if immediately available in the United Kingdom.

4. At Our own option We may repair, reinstate or replace Your Car or any part thereof or its Accessories or may pay the amount of the loss or damage.
5. If Your Car is the subject of a hire purchase agreement or belongs to someone else, settlement may be made to the legal owner of Your Car whose receipt will constitute a discharge of Our liability.
6. The claim shall be limited, in respect of any lost or damaged part or Accessory which is unobtainable, to the cost shown in the manufacturer's last published list price, plus the reasonable cost of fitting.
7. If Your Car is disabled by reason of damage insured by this Policy, We will pay the reasonable cost of protecting and removing it to the nearest approved or independent repairer and delivery to You after its repair, not exceeding the reasonable cost of its transport to Your address in the Schedule.
8. We will pay for the loss of or damage to permanently fitted car audio/sound reproduction equipment, telephone equipment, satellite navigation equipment and in-car entertainment equipment up to the amount specified in the Schedule.

EXCEPTIONS TO SECTION B

We will not be liable to pay for:

- a) Loss of use, depreciation, diminution in value or wear and tear.
- b) Mechanical, electrical, electronic or computer failures, breakdowns or breakages.
- c) Failure of any electronic equipment to correctly recognise, accept, respond to or process any date or part of a date or any data or instruction.
- d) Failure of any product, equipment or machinery containing, connected to or operated by means of a data processor chip.
- e) Damage to tyres by punctures, cuts or bursts, or caused by application of brakes.
- f) Loss or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
- g) Deliberate damage by any person described in the effective Certificate of Motor Insurance.
- h) Loss arising from Your Car being impounded as a result of a road traffic or vehicle licensing offence.

Excess amount

Our liability in respect of each and every claim under this Section shall be reduced by the amount shown in the Schedule as the Own Damage Excess plus any other excess specified in the Schedule as a Driver's Excess, together with any applicable Young or Inexperienced Driver's Excess.

For the purposes of the Young or Inexperienced Driver's Excess, an Inexperienced Driver is a person who has not held a full driving licence to drive Your Car for at least one year if issued in the United Kingdom or for at least two years if issued elsewhere.

Loss or damage not covered under this Section is specified opposite. For example:

- Reduction in value due to repaired damage is not covered, nor will We pay the cost of replacement parts which are damaged due to an electrical failure.
- Claims arising from computer or data processor failure to recognise the actual calendar date are not covered.
- You will not be covered if You or any person described in the effective Certificate of Motor Insurance deliberately damage Your Car.
- Loss to Your Car arising whilst it is impounded by the authorities is not covered.

An excess is the amount for which You are responsible for each and every claim for loss or damage to Your Car. For example, if You have a £50 excess and Your Car is damaged to an amount of £250, You pay £50 towards the cost of repairs and We pay the balance of £200. Your contribution is an uninsured loss but may be recoverable if the claim involves a negligent third party.

There are 3 types of excess:

1. A Voluntary Excess which You choose and for which a discount in premium is allowed.
2. A Compulsory Excess which We impose, for example, in respect of a particular driver or type of car.
3. A Compulsory Excess due to the age or inexperience of individuals.

The excess amounts are shown in the Schedule.

SECTION C – COVER FOR FIRE AND THEFT DAMAGE ONLY

This section provides cover for loss or damage to Your Car by fire or theft but does not cover You for the cost of repairing or replacing parts which are damaged following mechanical breakdown or electrical failure, e.g. damage to the wiring loom as a result of an electrical short.

Damage caused during an attempt to take Your Car is also covered.

Theft or damage is not covered unless the car is fully locked and secured and the key(s) and device(s) are removed when it is left unattended or unoccupied.

Theft by a family member or member of the same household as You is not covered unless the person is reported to the police for prosecution.

Loss by deception or fraud is not covered, e.g. if You attempt to sell Your Car and allow the purchaser or purchaser's agent to take possession before the payment method clears You will not be covered if the payment fails.

The Excess amount is shown in the Schedule.

We will indemnify You in the terms of Section B but only so far as concerns loss of or damage to Your Car, including its fitted Accessories caused by:

- a) Fire, lightning or explosion.
- b) Theft or attempted theft.

EXCEPTIONS TO SECTION C

We will not be liable under Section C(b) above if:

- i) The car is unattended or unoccupied and the doors and boot are not locked or any windows or roof opening/hood has not been secured/closed or if any key(s) or other device(s) used to gain entry/operate the car is not removed from the car.
- ii) At the time of the incident, the car is being driven or used without Your permission by any person in Your family or household, unless the person is reported to the police for prosecution for taking the car without Your consent.
- iii) The loss is as a result of deception or fraud.
- iv) The loss arises whilst Your Car is in the custody or control of any person with Your permission who is not covered under this Policy.

Excess amount

Our liability in respect of each and every claim under this Section shall be reduced by the amount shown in the Schedule as Excess Amount for Fire and Theft – Section C.

SECTION D – WINDSCREEN DAMAGE

If damage to Your Car is limited to accidental breakage of glass in the windscreen or windows, and/or any scratching of bodywork resulting solely and directly from such breakage, We will indemnify You in the terms of Section B against such damage.

Excess amount & requirements

Our liability in respect of each and every claim under this Section will be reduced by the amount shown in the Schedule as the Excess Amount for Section D and will be subject to the limit/requirements specified.

A payment under this Section will not affect the allowance of No Claim Discount.

This Section provides cover for damage to glass in the windscreen or windows.

This cover includes bodywork scratching resulting from such damage.

The excess and requirements applicable to this Section are shown in Your Schedule.

A claim under this Section will not affect Your No Claim Discount.

SECTION E – PERSONAL ACCIDENT

This section provides benefits for both You and Your spouse/Partner in the event of fatal or certain serious injuries following an accident involving Your Car.

The cover also applies when either of You are travelling in any other car.

There are certain restrictions on this cover which are shown opposite.

If You or Your spouse/Partner sustain bodily injury as detailed in Your Schedule, as a direct result of an accident involving Your Car or whilst travelling in or getting into or out of any other private car, We will pay to the injured person or to such person's legal representatives the benefit shown in the Schedule.

Provided that:

Death or loss occurs within three months and as a direct result of the accident.

We will not be liable to pay:

- i) In respect of bodily injury caused by suicide or attempted suicide.
- ii) More than the amount shown in the Schedule in respect of bodily injury to any one person as a result of any one accident.
- iii) More than one benefit amount to any one person as a result of any one accident.

If the injured person is insured by Us against Personal Accident under any other car insurance Policy, benefits shall be recoverable under only one Policy.

SECTION F – ADDITIONAL BENEFITS

1. Medical Expenses

If You, or any person in Your Car, sustain any bodily injury as a direct result of an accident involving Your Car, We will, at Your request refund the cost of medical treatment in connection with such injury up to the amount shown in the Schedule for each person injured, provided indemnity is not being sought under any other motor insurance Policy.

2. Personal Effects

We will indemnify You against loss of or damage to personal effects whilst in or on Your Car if caused by fire, lightning, explosion, theft or attempted theft or by accidental means. At Your request, We will indemnify the owner of the lost or damaged property.

Provided that:

- a) Our liability shall be limited to the amount shown in the Schedule in respect of any one occurrence.
- b) We shall not be liable in respect of loss of or damage to:
 - (i) Money, stamps, tickets, documents or securities.
 - (ii) Goods or samples carried in connection with any trade or business.
 - (iii) Property insured against loss or damage under any other Policy.
- c) Reasonable precautions have been taken to safeguard the lost or damaged property.
- d) Payment to any person other than You will be paid direct to such other person who will observe, fulfil and be subject to the terms, provisions, exceptions and conditions of this Policy, insofar as they can apply and whose receipt shall be a full discharge of Our liability for such other person's loss or damage.

We will pay for necessary medical treatment after an accident up to the amount shown in the Schedule.

Personal effects in Your Car are also covered.

The maximum amount We will pay as a result of any one incident is shown in the Schedule.

Certain items are not covered as specified opposite.

You must take reasonable care of Your property – for example, don't leave it in an unlocked or open car or where it is visible.

SECTION G – FOREIGN USE

This section describes the cover available if You take Your Car abroad.

Unless You extend the Policy to include foreign use, cover is very restricted and there is no cover for loss or damage to Your Car.

The cover You have applies only to the Territorial Limits specified at the beginning of this Policy under Definitions.

To extend this cover when travelling abroad please apply to Us before Your intended trip and We will normally issue a Green Card. The cover will then operate in the countries shown in the Green Card and when travelling by sea, rail or air between the countries.

The Policy automatically provides the minimum cover necessary to use Your Car in all E.U. member countries and in certain other countries. The minimum cover within the E.U. is limited to third party only, as required by the E.C. Directive. To ensure You are fully protected You should apply for Foreign Use as outlined.

1. Use Abroad

Subject to Our consent and to the payment of any additional premium requested, We will issue an International Motor Insurance Certificate/Green Card in respect of Your Car.

This Policy will then provide the same level of cover as You have in the Territorial Limits for the agreed period:

- a) In any country specified (and not deleted) in the Green Card.
- b) In direct connection with the transit by sea, rail or air between such countries by a recognised carrier.

2. European Union (E.U.) Compulsory Cover

We will provide the minimum insurance to allow You to use Your Car:

- a) In any member country of the E.U.
- b) In any other country which the Commission of the E.U. is satisfied has made arrangements to meet the requirements of Article 7(2) of the E.C. Directive on Insurance of Civil Liberties arising from the use of Motor Vehicles (no. 72/166/CEE).

SECTION H – UNINSURED LOSS RECOVERY

This section only applies if it is shown on the Motor Policy Insurance Schedule. The cover provided by this section is legal expenses insurance.

Definitions which apply to Uninsured Loss Recovery

(See also Main Definitions on page 5). In this section H, the words below will have the following meanings

Costs means the professional fees and expenses reasonably and necessarily charged by Your Solicitor in proportion to the value of Your claim and how complicated it is. We will also pay costs which You are ordered to pay by a court or other organisation and any other costs We agree to in writing.

The most We will pay for all costs will be £50,000 for any claim or claims arising from any one incident.

Period of Insurance means the period You are insured for on the Motor Policy Insurance Schedule.

Solicitor means any suitably qualified person appointed to represent You under this section.

Territorial Limits means Great Britain, Northern Ireland, the Isle of Man, the Channel Islands, any country which is a member of the European Union and any country which the Commission of the European Community approves as meeting the requirements of Article 7(2) of the European Community Directive on insurance arising from using motor vehicles (number 72/166/CEE).

Uninsured Losses means losses which You cannot recover from any insurance policy.

You, Your means any person identified in the current Certificate of Motor Insurance as being authorised to drive or use Your Car. This also includes any passengers.

Cover provided

We will pay for the Costs of recovering Uninsured Losses which arise directly from any road-traffic accident involving Your Car causing:

- Your death or injury.
- Damage to Your Car.
- Damage to any property in Your Car which You own or are legally responsible for, or
- Any other Uninsured Losses You suffer.

This Section gives You the legal protection outlined if You have paid the additional premium. Your Schedule will state if You have this cover.

Some definitions under this Section are different to those used for the rest of the Policy. Some extra definitions are specific to this Section.

We will pay the costs of legal proceedings under this Section if You are killed or injured, or You incur uninsured losses.

Examples of uninsured losses include Policy Excess, costs of a hire car and medical expenses.

SECTION H - UNINSURED LOSS RECOVERY

Cover provided by Uninsured Loss Recovery only applies if:

- At the time of the accident, Your Car is being driven or used for a purpose allowed and by a person identified in Your Certificate of Motor Insurance.
- The date of the accident is within the Period of Insurance and the accidental happens within the Territorial Limits.
- Any legal proceedings will be carried out within the Territorial Limits by a court or other organisation which We agreed to; and
- It is always more likely than not that You will be successful with Your claim for damages.

EXCEPTIONS TO SECTION H

Exceptions which apply to Section H

(See also General Exceptions on pages 23 to 24)

You are not covered for any of the following:

1. Costs You have paid or will have to pay before We agree to them.
2. Any dispute with Us about this section of the Policy other than as shown in Condition 5 (page 21)
3. Any Costs if You stop or settle a claim, or withdraw instructions from the Solicitor without good reason. If this occurs You will then have to refund any Costs and expenses We have paid or agreed to pay during Your claim
4. Any fines, penalties, compensation or damages which You are ordered to pay by a court or other organisation

This specifies the Costs that We will not pay.

CONDITIONS FOR SECTION H

[See also Conditions on pages 25 to 27]. If You do not keep to these conditions, We may cancel this section, refuse any claim and withdraw from any current claim.

1. You must do the following:

- Tell Us about Your claim as soon as possible.
- Let Us have full details of Your claim and any other information that We or the Solicitor ask for (You must pay any costs involved in providing this information).
- Fully co-operate with the Solicitor and Us, and not do anything which might damage Your claim. If We ask, You must tell the Solicitor to give Us any documents, information or advice that they have or know about.
- Tell Us about any developments affecting Your claim.
- Tell Us if the Solicitor refuses to continue to act for You or if You withdraw Your instructions.
- Tell Us if anyone makes a payment into court or offers to settle Your claim.
- Try to get back any Costs that We have to make, and if You do get them back, pass them to Us; and
- Get Our agreement before You negotiate or settle a claim.

2. Appointing a Solicitor

- We have chosen a panel of legal firms to provide legal services. These firms may make payments to Us for being members of the panel. While You are responsible for any legal Costs they charge, Your Policy will cover them as long as You keep to the Policy conditions.
- You have the right to appoint a Solicitor of Your choice to safeguard Your interests from the time You have the right to make a claim under this Policy. This includes the right to appoint the Solicitor of Your choice to serve Your interest in any inquiry or proceedings or if a conflict of interests arises. However, upon presentation of a claim, We may appoint a Solicitor to safeguard Your immediate interests if We consider it necessary.
- We or You will appoint the Solicitor to act for You according to Our standard terms of appointment. (You can ask Us for a copy.)
- You must not enter into any agreement relating to charges with the Solicitor without getting Our permission first.
- If a Solicitor refuses to continue acting for You with good reason, or if You dismiss them without good reason, Your cover will end immediately unless We agree to appoint another Solicitor.

3. You must tell Your Solicitor to do the following:

- Get Our written permission before instructing a barrister or an expert witness.
- Tell Us immediately if it is no longer more likely than not that You will be successful with Your claim.

4. We can do the following:

- Contact the Solicitor at any time, and he or she must co-operate fully with Us at all times.
- Decide to settle Your claim by paying the amount in dispute.
- Refuse to pay further Costs if You do not accept a reasonable offer to settle Your claim; and
- Refuse to pay further Costs if it is no longer more likely than not that You will be successful with Your claim.

5. Disputes

You have the right to refer any disagreement between You and Us to arbitration (where an independent person, known as an arbitrator, makes a decision to settle the dispute). The arbitrator will be a solicitor, barrister or other suitably qualified person You and We agree on. If we cannot agree, the arbitrator will be chosen by the president of the Law Society (or other similar organisation) for that part of the Territorial Limits whose law governs this section of the Policy. We and You must keep to the arbitrator's decision. Whoever loses the arbitration will pay for all the costs and expenses of the arbitration.

You may also refer any disagreement between You and Us to the Financial Ombudsman Service, which is a service offered to You free of charge.

[See page 2 for details of Our complaints procedure.]

6. Cancellation

We can cancel Your Uninsured Loss Recovery cover by sending You, the Policyholder, seven days' notice in writing to Your last known address. You, the Policyholder, can cancel Your Uninsured Loss Recovery cover by telling Us.

We will only refund the part of the premium You have not used when We cancel the cover. We will not refund any premium when You cancel the cover or if a claim has been made.

If the cover is cancelled, it will not affect Your rights to any claim which happened while the cover was in force.

Conditions 1, 2, 5 and 6 on pages 25 and 26, which apply to the whole policy, do not apply to Uninsured Loss Recovery.

This section describes certain responsibilities and procedures.

You must co-operate with Us fully when dealing with the Solicitor.

You have the right to appoint a Solicitor. At the time of a claim, We may appoint a Solicitor if We consider it necessary.

We must reach agreement regarding the Solicitor's Costs.

You have the right to refer any disagreement to an arbitrator.

You also have the right to refer to the Financial Ombudsman Service.

Either party may cancel this cover.

NO CLAIM DISCOUNT

Your premium will be adjusted if no claim is made. However, this is a no claim discount and not a 'no blame discount'. If a loss occurs which is not Your fault and We have to make a payment, then Your No Claim Discount will be reduced unless We can recover Our outlay. For example, Your Car may be damaged by fire or by a hit and run driver who remains untraced.

In the event of no claim being made or arising under this Policy, any premium for renewal will be reduced in accordance with Our scale applicable at the renewal date. Details are available on request.

We will not give proof of Your No Claim Discount unless You have paid all the premiums You owe. Your entitlement to No Claim Discount is not transferable to another person.

GENERAL EXCEPTIONS

These general exceptions apply to the whole Policy

We shall not be liable in respect of:

1. Any accident, injury, loss or damage occurring whilst any car insured by this Policy is:
 - a) Used for any purpose not permitted by the effective Certificate of Motor Insurance.
 - b) Driven by any person not described in the effective Certificate of Motor Insurance as a person entitled to drive.
 - c) Driven by You unless You hold a licence to drive such a car or have held and are not disqualified from holding or obtaining such a licence.
 - d) Driven with Your permission by any person who to Your knowledge does not hold a licence to drive such a car unless such person has held and is not disqualified from holding or obtaining such a licence.

Whilst Your Car is in the custody or control of a member of the Motor Trade and used only for the purpose of its service, upkeep or repair, the indemnity provided to You is not affected by exceptions 1a) and 1b) above.

2. Any accident, injury, loss or damage:
 - a) If You fail to observe the licence conditions which apply to the driving of any car insured by this Policy.
 - b) If You fail to take all reasonable steps to ensure that all other persons driving the car observe the licence conditions.
3. Any liability accepted by agreement or contract unless that liability would have existed otherwise.
4. Any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power except so far as is necessary to meet the requirements of the Road Traffic Acts.
5. Any accident, injury, loss or damage arising which directly or indirectly relates to Terrorism, except as is strictly required under the Road Traffic Act 1988.

Terrorism means any act or the use or threat of force (whether or not in the United Kingdom) which (including but not limited to):

 - a) Endangers the life of a person or persons or involves serious violence against a person or persons;
 - b) Involves damage to property;

Throughout the Policy You have seen Exceptions which apply to the individual Sections. These General Exceptions apply to the whole Policy.

For the Policy to operate it is essential that these requirements are complied with:

- a) The car is only used for the purposes described in Your Certificate.
- b) The car is only driven by those persons shown as entitled to drive in Your Certificate.
- c) You hold or have held a licence and You are not disqualified.
- d) You make sure the persons You permit to drive Your Car hold or have held a licence and are not disqualified.

When Your Car is with a Motor Trader for servicing or repair You continue to have the protection of this Policy.

You must observe Your driving licence conditions and take all reasonable steps to ensure that any other permitted drivers observe their licence conditions.

If You accept any liability under a contract or an agreement regarding the use of Your Car You may not be covered. Please contact Us before entering into any such agreement.

In the event of a war or similar occurrence We will only pay for claims made under the requirements of the Road Traffic Acts.

In the event of a Terrorist act using Your vehicle e.g. Your Car is stolen and used to carry a bomb, We will only pay a maximum of £250,000 towards property damage claims. If You have Accidental Damage cover or Fire and Theft cover, damage to Your own car continues to be covered.

Any claims arising from anything to do with irradiated nuclear fuels or waste are not covered, nor are claims arising from nuclear assemblies.

Claims resulting from riots are only covered in Great Britain, the Isle of Man and the Channel Islands.

The Policy does not operate in areas where aircraft have access.

The failure of a computer or electronic data processor to correctly recognise the true calendar date is not covered. Subsequent loss or liability covered by this Policy is nevertheless insured.

You cannot use your policy to collect or drive a seized or impounded car unless it's the car covered under this insurance policy.

- c) Creates a serious risk to the health and safety of the public or to any member of the public;
- d) Interferes with or disrupts any electronic or satellite system; or
- e) Involves the use of firearms, explosives or substances of a biological, chemical or nuclear nature or other means;

and which is committed by a person or any group of people, whether acting alone or in connection with any organisation or government, for political, religious or ideological purposes and/or to influence any government or to put any member of the public in fear.

6. Any expense, consequential loss, legal liability or any loss or damage to property directly or indirectly caused by, arising from or contributed by:
 - a) Ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - b) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or component thereof.
7. Any accident, injury, loss or damage (except under Section A – Third party liability) arising during or in consequence of riot or civil commotion occurring elsewhere than in Great Britain, the Isle of Man or the Channel Islands, unless it be proved by You that the accident, injury, loss or damage was not occasioned thereby.
8. Airside use of Your Car except so far as is necessary to comply with the Road Traffic Acts. Airside means any area where aircraft are normally to be found landing, taking off, manoeuvring or parked.
9. Any loss or damage directly caused by or liability arising from:
 - i) Failure of any electronic equipment to correctly recognise, accept, respond to or process any date or part of a date or any data or instruction,
 - ii) Failure of any product, equipment or machinery containing, connected to or operated by means of a data processor chip, except for subsequent loss or subsequent liability covered by this Policy.

Recovery of Seized Vehicles

We will not cover use to secure the release of a motor car, other than Your Car, which has been seized by, or on behalf of, any government or public authority.

CONDITIONS

1. You or Your legal representatives shall:
 - a) Give Us notice, as soon as reasonably possible, of any accident, injury, loss or damage and send to Us every legal document, letter and any other information in Your possession without delay.
 - b) Inform Us immediately when You become aware of any civil or criminal proceedings, inquest or Fatal Accident Inquiry in connection with any event for which there may be liability under this Policy and send Us immediately any correspondence or other documents received.
 - c) Co-operate with Us fully, providing such assistance and information as may be required.
2. Except with Our written consent, no admission, offer, promise, repudiation, payment or indemnity shall be made or given by or on behalf of You or any person claiming indemnity under this Policy.
We shall be entitled to take over and conduct in Your name or in the name of such person the defence or settlement of any claim or to prosecute in Your name or in the name of such person, for Our own benefit, any claim for indemnity or damages and shall have full discretion in the conduct of any proceedings or in the settlement of any claim. You and such person must give Us all the information and assistance We may require.
3. You and any other person in charge of Your Car must take all reasonable steps to protect it against loss or damage. You must maintain it in an efficient and roadworthy condition and You must allow Us free access to examine Your Car at any reasonable time.
4. If at the time any claim arises there is any other insurance covering the same loss, damage or liability, We will not be liable except under Section E – Personal Accident – to pay more than Our rateable proportion of any loss, damage, compensation, costs or expense except as otherwise stated in this Policy.
5. This Policy may be:
 - a) Cancelled by Our sending seven days written notice to You at the address last known to Us and in that event We will return the premium less the proportionate part corresponding to the period the Policy has been in force. The effective Certificate of Motor Insurance remains Our property and must be returned to Us immediately in accordance with the Road Traffic Acts.
 - b) Cancelled or suspended by You at any time by returning the Certificate of Motor Insurance to Us with seven days notice in writing.
Any premium adjustment will be calculated from the date We receive the Certificate from You.

The procedures for reporting accidents and losses to Us are:
a) Contact Us by telephone with full details as soon as possible.
b) Immediately advise Us as soon as You become aware of any court proceedings, inquest or inquiry.

No-one may admit any liability or negotiate without Our written permission.

Once You have asked for indemnity under this Policy We have the right to conduct the negotiations as We see fit.

You must keep Your Car in an efficient and roadworthy condition, and take all reasonable measures to avoid loss or damage, e.g. when leaving it unattended the ignition key must be removed and the car locked.

If any other Policy provides similar cover for certain losses (other than Personal Accident) We will only pay Our pro rata proportion; the other insurer should do the same.

We may cancel the Policy giving You seven days written notice.

Failure to return the Certificate is an offence under the Road Traffic Acts.

You may cancel or suspend the Policy and may be entitled to a premium adjustment, calculated in accordance with Our Cancellation Rates, provided no claims or losses have arisen and You surrender the Certificate. The premium adjustment will be calculated from the date We receive the Certificate from You.

When a claim has been accepted but We disagree over the amount to be paid, the matter shall be referred to arbitration. When this occurs an award must be made before any legal action is taken against Us.

The insurance cover described in this Policy only operates if any person claiming the protection complies with its terms and conditions and the information given to Us in the proposal is to the best of Your knowledge truthful and complete.

If any information changes during the Period of Cover You have to inform us of the changes or You may not have the protection of the Policy. Mid term amendments made to Your Policy may result in an amendment fee being charged. Details can be found on Your Schedule.

Our agreement to provide cover is conditional upon receiving payment of the premium.

Provided no claim or loss has arisen in the current period of cover We will:

- i) In the event of cancellation, return the premium after applying Our Cancellation Rates shown in the Schedule for the period the Policy has been in force.
 - ii) In the event of suspension, hold the premium until cover is reinstated or until the Policy expiry date shown in the Schedule. Any return premium will generally be applied on Your instructions and calculated in accordance with Our Cancellation Rates shown in the Schedule. A single period of suspension must exceed 28 consecutive days to qualify for a credit. If You are paying by instalments, the annual premium remains due and payments must be maintained during the period of suspension.
6. If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted), such difference shall be referred to an arbitrator in accordance with the relevant law. Where any difference is by this condition to be referred to arbitration an award must have been made before You take any legal action against Us.
7. We will only provide the insurance cover described in this Policy if:
- a) All its terms, limitations, provisions, conditions and endorsements have been complied with.
 - b) The statements made and information given to Us orally or otherwise and in the Proposal Confirmation and Declaration which form the basis of this contract are complete and correct to the best of Your knowledge and belief. It is Your responsibility to ask all the drivers who are covered by the Policy any questions You need to confirm the information is correct.
 - c) Should any of the information You have given us change during the Period of Cover, You must inform Us of the changes immediately. If You do not, You may not have the protection of the Policy. Changes made during the Period of Cover may result in an amendment fee being charged in addition to any change in the yearly premium. Details of any charges will be shown on Your Policy Schedule.
8. Where payment of premium is not made, any cover otherwise provided by this Policy will be inoperative from the date such payment was due.

9. Where payment of premium is by instalments, the insurance remains an annual contract and the following conditions also apply:

- i) Should You fail to pay any instalment by the due date, such failure will entitle Us to regard this as cancellation by You in accordance with Condition 5b) of the Policy and all cover will cease from the due date. You must return the Certificate of Motor Insurance immediately.
- ii) The amount of any claim payable by Us for loss or damage to Your Car may be reduced by the total of the unpaid premium for the full Period of Insurance.

10. If any claim or part of a claim is made fraudulently or falsely the Policy shall become void and any claim under it shall be forfeited.

11. This Policy may be automatically renewed by Us on the renewal date. If We intend to automatically renew, We will notify You of Our intention prior to expiry together with details of the renewal premium. If You do not wish to renew this Policy You should inform Us prior to the renewal date.

12. The parties to this Policy are You and Us and any person or company who is not a party to this Policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Policy but this does not affect any right or remedy of a third party that exists or is available apart from that act.

If We agree that payment may be made by instalments, the Policy remains an annual contract and the full annual premium is therefore payable.

If We do not receive payment of an instalment, We are entitled to consider this as though You have instructed Us to cancel the Policy and cover will cease from the due date.

The Certificate must be returned immediately. In the event of a claim We may, at Our discretion, deduct any remaining and unpaid premium from the settlement amount.

If any aspect of a claim is fraudulent, the Policy will be declared void and the claim will not be met. We will also involve the authorities to instigate criminal proceedings.

We may offer automatic renewal on this Policy. If We do so, You will receive prior notice, but You must contact Us before the renewal date if You do not wish to proceed.

This Policy is between You and Us. No other person or party has a right to enforce any term of this Policy under the Contracts (Rights of Third Parties) Act 1999. Other third party rights are not affected.

CAR SHARING EXTENSION

This allows You to enter into a car sharing agreement.

If You enter into such an agreement You can accept contributions from Your passengers provided You do not make a profit and You comply with the other requirements set out opposite.

The receipt of contributions in respect of the carriage of passengers for social or similar purposes, as part of a car sharing arrangement, will not be regarded as the carriage of passengers for hire or reward or the use of a car for hiring provided that:

- a) The car is not constructed or adapted to carry more than eight passengers excluding the driver.
- b) The passengers are not being carried in the course of a business of carrying passengers.
- c) The total contributions received for the journey do not involve an element of profit.

Note: If in doubt whether a car sharing arrangement is covered by the terms of this Policy please consult Us.

YOUR CONSUMER CREDIT AGREEMENT

Your right to cancel your Consumer Credit Agreement

If You have chosen to pay by instalments You may cancel the Consumer Credit Agreement within 14 days of receipt. If You would like to cancel the Consumer Credit Agreement, please call Us on 0870 024 0722 or write to Us at the address shown on Your documents. We will refund any premium paid in full provided that no claim has been made. If a claim has been made then We will deduct any remaining and unpaid premium from the settlement amount.

If You do not cancel the Consumer Credit Agreement, You must continue to pay the instalments for Your Policy otherwise We will cancel Your cover and terminate the Consumer Credit Agreement.

Please note that if You cancel Your Consumer Credit Agreement within 14 days, You have the option to continue cover under Your Policy as long as You pay the full premium. Otherwise, cover under Your Policy will also be cancelled.

Other important information about your Consumer Credit Agreement

If You have a complaint relating to Your Consumer Credit Agreement You should refer to the "How to complain" section in Your Policy booklet.

You may terminate Your Consumer Credit Agreement at any time. However, if You wish cover to continue under the Policy then the outstanding balance must be settled in full.

We may terminate Your Consumer Credit Agreement if You fail to pay any instalment by the due date. For full details see Your Consumer Credit Agreement.

It is possible that other taxes or costs not imposed by Us or paid through Us may apply to Your Consumer Credit Agreement.

UK Insurance Limited is the underwriter of Your Policy and provides credit to You in order that You may pay Your Policy premiums in instalments.

English law will apply to Your Consumer Credit Agreement and it is subject to the jurisdiction of the English courts. We have supplied Your Consumer Credit Agreement and other information in English and We will continue to communicate with You in English.