Your cover with Elephant
Welcome to Elephant

Thank you for insuring your vehicle through Elephant, you can feel confident you have made the perfect choice. Why? Because you’re now saving even more on your car insurance and still benefiting from all the cover and protection you might need.

This guide describes your contract of private car insurance. Please read it carefully along with your current Policy Schedule and current Certificate of Motor Insurance. We recommend you keep your Motor Proposal Confirmation for your records. This is important, as the agreement to insure you is based on this information.

Please refer to your welcome letter or email to see which items you need to send back.

We hope you are happy with your policy. However, if it does not meet with your requirements, subject to you not making a claim please contact us within 14 days of your welcome letter or email. You will also need to return your Certificate of Motor Insurance. A charge will be made to cover the costs of setting up your policy. Changes to your policy or cancellation will incur administration charges that are payable to EUI Limited for the cost of arranging and handling your policy. Details of these charges are given in 'Your Agreement with EUI Limited', available online and included with your documents issued at inception and renewal.

We are always interested to learn what our customers think of our service. Please contact us if you have any comments or ideas. We hope you will remain a satisfied Elephant customer for many years to come.

Your Policy Schedule shows which sections of our cover apply to you

**Comprehensive cover:**
All sections apply

**Third Party, Fire & Theft only:**
- Only sections 2, 3, 5 & 6 apply
- If you have purchased the additional Windscreen cover, section 4 also applies

**Third Party only:**
- Only sections 3, 5 & 6 apply
- If you have purchased the additional Windscreen cover, section 4 also applies

**General Conditions, General Exceptions and Extra Conditions**
There are General Conditions and Exceptions which apply to individual sections of the policy. In addition there are General Conditions, General Exceptions and Extra Conditions which apply to the whole policy.
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### Definitions

Whenever the following words are bold in this booklet or in your current **Policy Schedule**, they will have the meaning given below:

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Authorised Insurers</strong></td>
<td>The insurance companies as defined in your <strong>Certificate of Motor Insurance</strong>.</td>
</tr>
<tr>
<td><strong>Certificate of Motor Insurance</strong></td>
<td>The legal document which is evidence that you have the insurance needed by Law, showing who can drive the car and for what purposes it can be used.</td>
</tr>
<tr>
<td><strong>Courtesy car</strong></td>
<td>A car provided by a <strong>Elephant</strong> approved repairer (or another company instructed by <strong>Elephant</strong>). This car is not intended to be on a like for like basis with your own car.</td>
</tr>
<tr>
<td><strong>Excess</strong></td>
<td>The amount you must pay towards any claim for damage or loss of your car. <strong>Elephant</strong> will not be responsible to you for the excess under any circumstances. You are responsible for the excess even if the accident is not your fault or not the fault of any driver named on your policy.</td>
</tr>
<tr>
<td><strong>Indemnify</strong></td>
<td>The legal principle which ensures that, after a loss, you are placed in the same financial position you were, prior to the loss.</td>
</tr>
<tr>
<td><strong>Market value</strong></td>
<td>The cost of replacing your car, with one of a similar make, model, year, mileage and condition based on market prices at the time of the loss. Use of the term ‘market’ in which you would normally shop for your car e.g. retail value, will not apply if you buy your car privately or at an auction. Non-European manufactured cars will be valued based on European import values or the nearest British equivalent, at our discretion.</td>
</tr>
</tbody>
</table>
Motor Proposal/Renewal Confirmation Form
These documents are a record of the information you have provided at the start and renewal of your policy. The information detailed on these forms must be correct.

Period of insurance
The length of time covered by this insurance, as shown on your current Certificate of Motor Insurance.

Policy Schedule
The document that shows the car we are insuring and the level of cover you have with us.

Private motor car
A privately owned motor car manufactured to carry up to eight passengers, which is designed solely for private use and has not been constructed or adapted to carry goods or loads.

Territorial limits
Great Britain, Northern Ireland, the Isle of Man and the Channel Islands, including travel between any of these.

We, us and Elephant
EUI Limited.

You, your, policyholder
The person named as the policyholder on your current Certificate of Motor Insurance.

Your car
Any private motor vehicle insured under your policy and as specified on your current Certificate of Motor Insurance and Policy Schedule.
Confirmation of your insurance

Your contract of insurance

Your contract is with EUI Limited which is an insurance intermediary. Insurance has been arranged between EUI Limited and its Authorised Insurers, whose names can be supplied on application and which appear on a written form of authority, namely your Certificate of Motor Insurance, which is evidence of your insurance.

The Authorised Insurers have agreed to Indemnify (or cover) you, subject to the terms, conditions, limitations and exclusions contained in this Document, against liability, loss, destruction or damage that may occur during any period of insurance directly sustained in connection with your car.

The parties to this contract are you and the Authorised Insurers. Nothing in this contract shall create any rights to third parties under the Contracts (Rights of Third Parties) Act 1999, and no variation to this contract, nor any supplemental or ancillary agreement shall create such rights unless expressly so stated. This does not affect any right, or remedy of a third party which exists or is available apart from under the Contracts (Rights of Third Parties) Act 1999.

Several Liability Notice

The Authorised Insurers’ obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. This means that, if there are three insurers, then each insurer is only responsible for the proportion of cover that it has agreed to provide under the contract of insurance. Each insurer is therefore not responsible for any other insurer who, for any reason, does not satisfy all or part of its obligations.

Our authority

In order that this Document may be signed and issued as evidence of the policy of insurance, the underwriters mentioned in your Certificate of Motor Insurance have entered into an agreement. This agreement allows an authorised Underwriter at EUI Limited to sign and issue this Document.

David Stevens, Active Underwriter

EUI Limited. Registered at Capital Tower, Greyfriars Road, Cardiff, CF10 3AZ.
Your promise to us
Your policy is proof of the contract between you and the Authorised Insurers. It is based on the information given by or for you when you applied for this insurance. This information is shown on your Motor Proposal Confirmation. You promise, as far as you know, that the information you have given us is true.

Reading your policy
You must read your policy as a whole. The General Exceptions and General Conditions apply to all sections of your policy.

Governing law
Unless we have agreed otherwise with you, this insurance is governed by English Law and all communication shall be conducted in English.
Comments and complaints

At Elephant, we are committed to providing the best possible service. However, we understand there may be times when we do not meet your expectations. We want you to let us know straight away if you are unhappy. We will always do our best to resolve any complaint fairly.

How to make a complaint

We understand that making a complaint can be stressful in itself. That's why we want you to be able to complain in any way you choose.

<table>
<thead>
<tr>
<th>Complaint about your policy</th>
<th>Complaint about your claim</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quality Manager</td>
<td>Claims Quality Manager</td>
</tr>
<tr>
<td>Elephant</td>
<td>Elephant</td>
</tr>
<tr>
<td>Capital Tower</td>
<td>Capital Tower</td>
</tr>
<tr>
<td>Greyfriars Road</td>
<td>Greyfriars Road</td>
</tr>
<tr>
<td>Cardiff CF10 3AZ</td>
<td>Cardiff CF10 3AZ</td>
</tr>
<tr>
<td>Tel: 0330 333 5888</td>
<td>Tel: 0330 333 5887</td>
</tr>
<tr>
<td>Email: <a href="mailto:quality@elephant.co.uk">quality@elephant.co.uk</a></td>
<td>Email: <a href="mailto:claimsquality@admiralgroup.co.uk">claimsquality@admiralgroup.co.uk</a></td>
</tr>
<tr>
<td>Fax: 0330 333 5886</td>
<td>Fax: 0333 222 5770</td>
</tr>
</tbody>
</table>

Whichever method you choose, a member of staff fully trained in complaint handling will deal with your complaint.

How to escalate your complaint

If we have given you our final response and you are still unhappy, or more than 8 weeks have passed since we received your original complaint, you may refer your complaint to the Financial Ombudsman Service (FOS).

Write to:
The Financial Ombudsman Service, Exchange Tower, London E14 9SR

Tel: 0800 0 234 567 - free for people phoning from a ‘fixed line’ (eg. a landline at home).

Or: 0300 123 9 123 - free for mobile phone users who pay a monthly charge for calls to numbers starting 01 or 02.

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

For more information about how we handle complaints, please call us and ask for a copy of ‘Our Guide to Handling your Complaint’.
Keeping your policy up to date

Important
You must tell us if any information detailed on your Motor Proposal/Renewal Confirmation Form changes, as we may not be able to arrange cover in every case. Any incorrect information could affect the amount you are able to claim or may even mean you are unable to make a claim. If the information differs significantly it could even result in your policy being declared void. Please read in accordance with General Condition 15.

The Motor Proposal/Renewal Confirmation Form is your record of the information you have provided, any changes could alter the terms of our agreement to insure you or the premium you pay. For example, if you have received motoring convictions since your policy started.

1. Please tell us before
   • you are going to modify your car, even if the alteration is only cosmetic
   • you are going to change to a different car
   • you are going to change what you use your car for (e.g. if you start using it for business travel when you were not covered for this before)
   • you would like to add another driver to your policy
   • you are going to change your car’s registration number
   • you are going to take your car abroad (see section 5 Going Abroad)

2. Please tell us immediately
   • if you or any driver named on your policy, are involved in an accident or loss, no matter how trivial and even if you do not wish to make a claim
   • if you sell your car
   • if you change your address
   • if you change where your car is kept overnight
   • if you need to change your annual mileage
   • if you or any driver named on your policy, change occupation
   • if you or any driver named on your policy, stop being resident in the UK
   • if you or any driver named on your policy, have been disqualified from driving, your entitlement to drive has been suspended or withdrawn (revoked) or your driving licence status has changed
   • if the registered owner of your car has changed
   • if you change your email address
3. **Please tell us when you renew your insurance**

- of any motoring offences including fixed penalties, convictions, driver awareness course or disqualifications **you** or any driver on **your** policy had during the year, or any pending prosecutions. **You** will need to tell **us** of the DVLA offence code if applicable.

- of any accidents, incidents, thefts, losses or claims (Fault or Non Fault) that **you** or any driver on **your** policy have made, excluding any claims made under this policy.

- if any details shown on the **Motor Renewal Confirmation Form** are incorrect.

If **we** are able to arrange cover **we** will calculate any difference in premium from the date **you** were obliged to notify **us** (even if this happened in a previous **period of insurance**). Please note the notification timescales described below.
Making a claim

If you have an accident or need to make a claim call us immediately on 0844 543 4422
Mon - Fri (8am - 9pm), Sat (9am - 5pm), Sun (10am - 4pm).

If the damage to your car is covered under this policy and your car cannot be driven, we will arrange for one of our nationwide Approved Repairers to:

- collect your car from the accident site and deliver it to the Approved Repairer, your home or your place of work within a 30 mile radius
- give you a courtesy car while your car is being repaired in our bodyshop, unless we decide your car is beyond economic repair
- clean your car inside and out following the repairs

If you do not wish to use our Approved Repairers we cannot provide you with a courtesy car, and you will need to get two estimates from repairers. If we think the repair estimate is unreasonable, we may arrange for your car to be moved to another repairer. We may move your car to a safe place, before repair or disposal.

All repairs carried out by our Approved Repairers are guaranteed for 5 years.

Glass Repair Helpline (open 24 hours a day)

If your policy includes Windscreen Damage Cover, and either your windscreen or a window is broken, please call our Glass Repair Helpline on 0844 543 4429 so that we can arrange for repair or replacement (subject to the relevant windscreen excess).

Important

We are unable to offer a courtesy car if your car was originally produced for sale outside the EC or is a classic car or camper van. We cannot guarantee to provide a courtesy car adapted for a person’s special needs or disability. This car is not meant to be like for like with your own car.

ALL ACCIDENTS MUST BE REPORTED WITHIN 48 HOURS, EVEN IF YOU ARE NOT CLAIMING YOURSELF.

To make a claim you can call our Claims Department on 0844 543 4422.
Damage to your car

1. Cover for your car and its accessories
If your car is damaged as a result of an accident you will be covered for the damage to:

- your car
- your car’s standard accessories or spare parts whilst in or on your car
- your CD player, radio, satellite navigation equipment or any other audio/visual equipment, as long as they are permanently fitted to your car. For loss or damage to this equipment, the most we will pay is 15% of your car’s market value, up to a maximum of £1,250.

2. What we will pay
We will decide how to settle your claim and will either:

- pay to repair your car, or
- pay a cash sum to replace the damaged car or item. We may reduce the settlement or ask you to contribute towards the repair costs, if the parts replaced were already worn or damaged or for audio/visual equipment that has been removed from your car.

If we give you a cash sum, the most we will pay is the market value of the car or items claimed for. If your car cannot be repaired economically, we will get it moved to a place of storage as soon as possible.

If any lost or damaged parts are no longer available, we will only pay the cost shown in the manufacturer’s latest price guide, together with reasonable fitting costs. If your car is three years old or more, we may decide to repair it with recycled parts, or with parts which have not been made by the car’s manufacturer, but are of a similar standard.

If you have bought your car by hire purchase, or you are leasing it, we will pay any money owed to that company first and then pay any remaining money to you.

Agreed Value
If your car is more than 20 years old, an agreed valuation can be obtained, subject to underwriting approval. If we do consent, the most we will pay you is the amount stated on the current Agreed Valuation Certificate.

Your Policy Schedule will show if this extra condition (endorsement) applies.
3. **What is not covered**

We will not pay:

- the first amount of any claim as shown in your current **Policy Schedule** under **excess** Details. You are responsible for the **excess** regardless of fault or the driver of **your car**
- for loss or damage to **your car** or loss of money from selling **your car** to someone who deceives you
- for the replacement of **your** CD player, radios, satellite navigation equipment or any other audio/visual equipment, if we pay **you** a cash sum to replace **your car**
- for damage to **your car** caused by it being driven after an accident
- for loss of use (including the cost of hiring a vehicle)
- for wear and tear
- loss or damage caused by theft or attempted theft or fire, if **your car** has been unlocked and unattended or the keys have been left in or on **your car**
- for any loss or damage caused by mechanical, electrical, electronic, computer failures, breakdowns or breakages
- for damage caused to **your** tyres by normal road use, including braking, cuts, punctures or bursts
- for any loss to the **market value** of **your car** as a result of it being repaired
- any modifications, unless they form part of the manufacturers standard specification, or are optional extras that we have agreed to cover. See Extra Conditions (endorsement 11)
- when **your car** is taken or driven without **your** consent by a family member, spouse or partner
- for damage to **your car** as a result of racing formally or informally against another motorist, “road rage” or a deliberate act caused by **you** or any driver insured to drive **your car**
- for replacing parts that have been contaminated or damaged as a result of putting the incorrect fuel in **your car** or failing to keep the correct amount of lubricant in **your car**; and Loss or damage to the car caused by an inappropriate type or grade of fuel being used
4. Keeping your damaged car safe

If you want us to pay for damage to your car, its accessories and spare parts, you must take steps to make sure it is kept safe until it is repaired. You can arrange to have your damaged car moved to the premises of the nearest competent repairer. We will pay any reasonable charges for safeguarding your car and getting it to and from the repairers. It is important you tell us immediately where your car is or you will be responsible for any charges that occur.

See also:
- General Exceptions
- General Conditions
- Extra Conditions (endorsements)

You must tell us about any court documentation you receive and send us any writ, summons or bill within 48 hours.
Fire and theft

1. Cover for your car and its accessories

If your car is lost or damaged as a result of fire, lightning, theft or attempted theft, you will be covered for the loss or damage to:

● your car
● your car’s standard accessories and spare parts whilst in or on your car
● your CD player, radio, satellite navigation equipment or any other audio/visual equipment, as long as they are permanently fitted to your car. For loss or damage to this equipment, the most we will pay is 15% of your car’s market value, up to a maximum of £1,250

In the event of your car keys being lost or stolen from somewhere other than your car we will pay up to £100 towards the cost of replacing the locks.

2. What we will pay

We will decide how to settle your claim and will either:

● pay to repair your car, or
● pay a cash sum to replace the lost or damaged car or item. We may reduce the settlement or ask you to contribute towards the repair costs if the parts replaced were already worn or damaged or for audio/visual equipment that has been removed from your car.

If we give you a cash sum, the most we will pay is the market value of the car or items claimed for. If your car cannot be repaired economically, we will get it moved to a place of storage as soon as possible.

If any lost or damaged parts are no longer available, we will only pay the cost shown in the manufacturer’s latest price guide, together with reasonable fitting costs. If your car is three years old or more, we may decide to repair it with recycled parts, or with parts which have not been made by the car’s manufacturer, but are of a similar standard.

If you have bought your car by hire purchase, or you are leasing it, we will pay any money owed to that company first and then pay any remaining money to you. If your car is not repairable, your car will become our property after the settlement of your claim, for further information see General Condition 10.

Agreed Value

If your car is more than 20 years old, an agreed valuation can be obtained, subject to underwriting approval. If we do consent, the most we will pay you is the amount stated on the current Agreed Valuation Certificate.

Your Policy Schedule will show if this extra condition (endorsement) applies.
3. What is not covered

We will not pay:

- the first amount of any claim as shown in your current Policy Schedule under excess Details. You are responsible for the excess regardless of fault or the driver of your car
- for loss or damage to your car or loss of money from selling your car to someone who deceives you
- for the replacement of your CD player, radios, satellite navigation equipment or any other audio/visual equipment, if we pay you a cash sum to replace your car
- for loss of use (including the cost of hiring a vehicle)
- for wear and tear
- loss or damage caused by theft or attempted theft or fire, if your car has been unlocked and unattended or the keys have been left in or on your car
- for any loss or damage caused by mechanical, electrical, electronic, computer failures, breakdowns or breakages
- for any loss to the market value of your car as a result of it being repaired
- any modifications, unless they form part of the manufacturers standard specification, or are optional extras that we have agreed to cover.
  See also Extra Conditions (endorsement 11)
- when your car is taken or driven without your consent by a family member, spouse or partner
- if the incident is not reported to the police
- for any loss or damage to your car as a result of racing formally or informally against another motorist, “road rage” or a deliberate act caused by you or any driver insured to drive your car
- for replacing parts that have been contaminated or damaged as a result of putting the incorrect fuel in your car or failing to keep the correct amount of lubricant in your car; and loss or damage to the car caused by an inappropriate type or grade of fuel being used
4. Keeping your damaged car safe

If you want us to pay for damage to your car, its accessories and spare parts, you must take steps to make sure it is kept safe until it is repaired. You can arrange to have your damaged car moved to the premises of the nearest competent repairer. We will pay any reasonable charges for safeguarding your car and getting it to and from the repairers. It is important you tell us immediately where your car is or you will be responsible for any charges that occur.

See also:
General Exceptions
General Conditions
Extra Conditions (endorsements)

You must tell us about any court documentation you receive and send us any writ, summons or bill within 48 hours.
Liability to other people

1a. Driving your car
You will be covered for everything you are legally responsible to pay due to an accident in your car and:

• someone else is killed or injured
• someone else’s property is damaged - motor third party property damage losses for private cars is limited to £20,000,000 per occurrence per policy

This cover also applies to an accident involving a trailer, caravan or broken-down car you may be towing (as long as you hold the correct driving licence entitlement to do so).

1b. Driving other cars
If you are 25 or over and qualify under this section, cover is for the policyholder only and is third party only, while driving a private motor car within our territorial limits. Your current Certificate of Motor Insurance will say if you have this cover.

You will be covered for everything listed in clause 1a when you are driving any other car as long as:

• your current Certificate of Motor Insurance says so
• you hold a valid Driving Licence and are not disqualified
• the other car is not owned by you, a rental car, nor hired to you under a hire purchase or leasing agreement
• you have the owner’s permission to drive the car
• there is a valid insurance policy in force for that car
• you are not covered by any other insurance to drive it
• you still have your car and it has not been damaged beyond repair, stolen nor sold

2. Other people using your car
You are covered for:

• anyone named on your current Certificate of Motor Insurance to drive your car, as long as they are driving with your permission, hold a valid licence and are not disqualified from driving
• anyone you allow to use (not including driving your car), for social or domestic purposes
• anyone who is getting into or out of your car
3. **Cover for legal costs**

If *we* agree in writing, *we* will pay the following legal costs and expenses following a claim:

- solicitors’ fees for representing anyone *we* insure at any coroner’s inquest, fatal accident inquiry or court of summary jurisdiction
- reasonable legal services which *we* will arrange to defend a charge of manslaughter or causing death by dangerous or reckless driving
- any other legal costs and expenses if *we* agree beforehand

4. **Cover for emergency medical treatment**

*We* will pay for:

- emergency treatment fees as set out in the Road Traffic Act

5. **What is not covered**

- anyone who has any other insurance covering the same liability
- death or injury to anyone while they are working with or for the driver of the car except as required by Road Traffic law
- any damage to property belonging to, or held in trust by, or in the charge or control of a person claiming to be insured under this section
- any loss or damage to property in the care of the *policyholder* or any person entitled to drive on the current Certificate of Motor Insurance
- any loss, damage, death or injury arising as a result of racing against another motorist, “road rage” or a deliberate act caused by *you* or any driver insured to drive *your car*

**See also:**

- General Exceptions
- General Conditions
- Extra Conditions (endorsements)

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*You* must tell *us* about any court documentation *you* receive and send *us* any writ, summons or bill within 48 hours.
Windscreen damage

1. Cover for your windscreen

We will pay:

- to repair or replace broken glass in your car’s windscreen, windows or sunroof
- to repair any scratching to the bodywork caused by the broken glass

As long as there has not been any other loss or damage.

Our Glass Repair Helpline (open 24 hours a day) is 0844 543 4429

2. What is not covered

We will not pay:

- any excess shown on your current Policy Schedule. You are responsible for the excess regardless of fault or the driver of your car
- for the replacement of the hood/roof structure of a convertible car when the glass is not repairable
- for a courtesy car
- any windscreens or windows not made of glass e.g. Perspex
- more than £25 for each glass repair or £50 for each glass replacement after we have deducted your excess, if the repair or replacement is not arranged via our Glass Repair Helpline
- more than the market value of the car at the time of loss (less any excess)

Claims under this section will not affect your No Claims Bonus.

See also:
General Exceptions
General Conditions
Extra Conditions (endorsements)
Going abroad

Your policy gives you the cover described in your current Certificate of Motor Insurance, in:

- Great Britain, Northern Ireland, Isle of Man and the Channel Islands
- any other country which is a member of the European Union
- Norway, Switzerland, Iceland, Croatia, Andorra and Liechtenstein

Your policy automatically includes an International Certificate of Motor Insurance. This provides cover for up to 30 consecutive days, in a single trip and up to a total of 90 days in a year. Please call us if you think you may exceed these. We may be able to arrange additional cover (subject to our Underwriting criteria and a charge).

The International Certificate of Motor Insurance is only valid in the following countries:

Andorra, Austria, Belgium, Bulgaria, Croatia, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Republic of Cyprus, Republic of Ireland, Romania, Slovakia, Slovenia, Spain, Sweden and Switzerland.

Your car is also covered whilst it is being transported by air, sea or rail between those countries.

Please note, in the event of a claim, you will be required to evidence your travel.

See also:
General Exceptions
General Conditions
Extra Conditions (endorsements)
Your No Claims Bonus

1. What happens to your Bonus if you claim
If you (or any driver named on your policy) make a claim or a claim is made against you, and you do not have protected or guaranteed No Claims Bonus, your No Claims Bonus will be reduced as follows:

<table>
<thead>
<tr>
<th>No Claims Bonus at last renewal</th>
<th>No Claims Bonus at next renewal date (yrs)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1 claim</td>
</tr>
<tr>
<td>1 year</td>
<td>NIL</td>
</tr>
<tr>
<td>2 years</td>
<td>NIL</td>
</tr>
<tr>
<td>3 years</td>
<td>1</td>
</tr>
<tr>
<td>4 years</td>
<td>2</td>
</tr>
<tr>
<td>5+ years</td>
<td>3</td>
</tr>
</tbody>
</table>

Important
This is a No Claims Bonus and not a no blame bonus. If a claim occurs which is not your fault and we have to make a payment, your No Claims Bonus will be reduced unless we can get back all that we paid from those responsible.
If you make a claim and your renewal premium has already been calculated, your No Claims Bonus will be amended and your premium will change.

2. Claims that don’t affect your Bonus
- payments made for windscreen damage
- payments for emergency treatment fees
- claims which aren’t your fault where we have recovered all of our money

3. Protected or Guaranteed No Claims Bonus
If eligible, you can choose to pay an additional premium at the start or at renewal of your policy, to protect or guarantee your No Claims Bonus. By doing this you can prevent your No Claims Bonus being reduced after a fault claim has been made on your policy. There are differences in the level of protection given, so, for further details, please see Extra Conditions (endorsements) 5 & 6.
If you have any questions about your No Claims Bonus, please call our Customer Services Department on 0871 882 2233. Calls to 0871 numbers are charged at 8p per minute plus network extras.

**Important: Protected No Claims Bonus**

If you make a claim during your insurance term you will not earn any No Claims Bonus entitlement for that insurance term. Where your No Claims Bonus remains unaffected, in most instances a claim will lead to some increase in premium at renewal. However, our motor premium calculation will include the No Claims Bonus discount to which you are entitled. If you make a claim after your renewal premium has been calculated, your No Claims Bonus entitlement will be amended or removed and your premium changed.

**Important: Guaranteed No Claims Bonus**

If you make a claim during your insurance term you will not earn any No Claims Bonus entitlement for that insurance term. Even though your No Claims Bonus will not be affected, in most instances a claim will lead to some increase in premium at renewal. However, our motor premium calculation will include the No Claims Bonus discount to which you are entitled. If you make a claim after your renewal premium has been calculated, your premium may change.

**See also:**
- General Exceptions
- General Conditions
- Extra Conditions (endorsements)
- Specifically Extra Conditions 5 & 6
Extra cover

1. Personal Injury Benefits
You and your spouse/civil partner, will be covered if you are accidentally injured as a result of a road traffic accident in your car, and within 3 months if the accident directly causes:

- death
- permanent blindness in one or both eyes
- total loss of one or more limbs

We will pay the injured person, or their legal representative, £5,000. The most payable in one period of insurance is £5,000. If you, or your spouse/civil partner have more than one policy with us, we will only pay out under one policy.

However you are not covered for:

- any person aged 90 or over at the time of the injury
- any injury or death caused by suicide or attempted suicide
- any deliberate injury caused by you or any driver insured to drive your car
- anyone who is driving whilst breaching General Condition 11 (Drink and drugs clause) at the time of the accident

2. Medical expenses
If your car is involved in an accident, we will pay medical expenses of up to £100 for each person injured in your car.

3. Personal sports equipment and personal belongings
We will pay up to £300 in any one incident for loss, or damage to, any personal sports equipment caused by accident, fire, theft or attempted theft, whilst it is in your car.

We will pay up to £100 for personal belongings in your car if they are damaged or stolen. This amount is increased to £500 if it is a Camper Van, to include extra cover for non standard fixtures and fittings.

If you ask us to pay someone else, we will have no further responsibility to you, once we have done so.

You are not covered for loss or damage to:

- money, credit or debit cards, stamps, tickets, vouchers, documents or securities
- goods or samples carried in connection with any trade or business
• any property insured under another policy
• property from an open and/or unlocked convertible car, unless the property is locked in the boot or glove compartment
• loss or damage caused by theft or attempted theft or fire if your car has been unlocked and unattended, or the keys have been left in or on your car
• sports equipment externally attached to your car

4. Courtesy cars
Following a claim, we will only insure a courtesy car provided by one of our approved repairers or a garage instructed by us.

If you have an accident or make a claim (excluding glass damage only), and our Approved Repairers are authorised to do the work, you will get free use of a courtesy car, whilst your car is being repaired.

Unfortunately we cannot guarantee like for like. The courtesy car will be insured by us under your car insurance, on the same terms and conditions as your own car.

Important:
A courtesy car will not be provided if your car has been stolen, is beyond economical repair, if you choose a repairer not on our Approved Repairer panel, your own car was originally produced for sale outside the EC, or is a classic car or Camper Van. We cannot guarantee to provide a vehicle adapted to any special needs or disability.

See also:
General Exceptions
General Conditions
General Exceptions to your cover

You will not be covered for any liabilities you may have for any of the following:

1. Any accident, injury, loss, theft or damage which happens while your car is:
   - used by a person or for any purpose not shown on your current Certificate of Motor Insurance
   - driven by you if you do not hold a valid Driving Licence or are breaking the conditions of your Driving Licence
   - driven with your consent by someone who does not hold a valid Driving Licence or are breaking the conditions of their Driving Licence
   - taken or driven without your consent by a family member, spouse, partner or a person who normally lives with you
   - used by you or any driver shown on your current Certificate of Motor Insurance for criminal purposes or deliberately used to cause harm, loss or damage
   - rented out or used for hiring, merchandise delivery or for any purpose in connection with the Motor Trade
   - used on the Nurburgring Nordschleife, or for racing formally or informally against another motorist, pace-making, competitions, rallies, track days, trials or tests, speed trials or speed tests, either on a road, track, or at an off-road 4x4 event

2. Any liability you have under any agreement unless you would have had the liability even if the agreement did not exist.

3. Loss of use of your car and for any indirect losses which result from the incident which caused you to claim.

4. Any legal liability of whatsoever nature directly or indirectly caused by or contributed by or arising from:
   - ionising radiations or contamination by radioactivity from any nuclear fuel or any nuclear waste from the combustion of nuclear fuel or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof irrespective of whether other causes have contributed to such loss, destruction or damage

5. All loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause of event contributing concurrently or in any other sequence to the loss: any act of terrorism, war, civil war, invasion, act of foreign enemy, hostilities, or warlike operations (whether war be declared or not) mutiny, civil commotion assuming the proportions or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, confiscation, nationalisation, requisition or any act of any person acting on behalf or in connection with any organisation with activity directed towards the overthrow by force or its Government de jure or de facto. Except so far as to meet the requirement of the Road Traffic Act.
The Policy excludes any death, injury, or damage to property caused by or in the course of an act of terrorism.

For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation or government, which it is reasonable to conclude was committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

6. Any accident, injury, loss or damage (except under Section 3 - Liability to other people) caused by:
   - earthquake
   - riot or civil commotion outside Great Britain, the Isle of Man or the Channel Islands

7. The ownership, operation, maintenance or use of any car principally used for:
   - transportation of high explosives or any other similar explosive
   - bulk transportation of liquefied petroleum, gasoline or any inflammable liquid
   - transportation of chemicals or gasses in liquid, compressed or gaseous form


9. Any accident, injury, loss or damage when your car is in an area where aircraft are usually to be found taking off, landing, manoeuvring or parked or in an area where airport ground equipment is parked or on service roads leading to it.

10. Any accident, injury, loss or damage arising from the use of public emergency service vehicles, military and law enforcement vehicles, motor coaches and omnibuses, tramways (including trolley-buses) or any vehicles on rails, contractors plant and equipment.
General Conditions of your cover

1. Your duties
You will be provided with the cover set out in this policy if:

- you or anyone else claiming cover under the policy has kept to all the terms and conditions of the policy
- the information confirmed on your Motor Proposal/Renewal Confirmation Form or when registering a claim is true and correct

2. Claims procedure
If you or your car is involved in any type of claim, accident or loss regardless of fault, you must tell us about it within 48 hours.

Also you must:

- immediately report to the police any claim involving theft, or when your car is taken without your consent, and obtain a crime reference number within 24 hours
- give us all the information about the claim that we need
- send us any court documentation you receive in connection with any claim, accident or loss as soon as you receive them including any writ, summons or bill
- tell us at once if you are charged with an offence, receive any notice of prosecution, inquest or fatal enquiry

Failure to comply with the above could result in the claim being refused and/or your policy being cancelled.

You must not:

- admit that the accident was your fault
- attempt to negotiate the settlement of the claim unless we have given you our permission in writing

We are entitled to:

- conduct the defence or settlement of any claim on your behalf
- take legal action over any claim in your name or the name of any person insured on the policy for our own benefit
- admit negligence for any accident or claim on your behalf
- exchange information with other parties involved with the accident or claim. However, we will treat your information carefully and only reveal it in cases where we believe it is necessary
• appoint an Approved Repairer to repair your car. In the unlikely event the repairs are considered unsatisfactory, the Approved Repairer will have the option to rectify their work. Should the repairs still be considered unsatisfactory, you may then use another repairer providing we have confirmed it and agreed the work to be carried out.

Payments made under compulsory insurance regulations and right of recovery
If the Law in any country in which your policy operates requires us to settle a claim on your behalf, which, if this Law had not existed, we would not be obliged to pay, we shall be entitled to recover such payments either from you or the driver.

3. Care of your car
You or any person covered by the policy must:
• protect your car from loss or damage
• make sure your car is roadworthy
• allow us to inspect your car at any reasonable time we ask

If an accident happens and the condition of the vehicle caused or contributed to the accident, no cover under the policy will be provided and instead, our responsibility will be restricted to meeting obligations as required by Road Traffic law. In those circumstances, we will recover from you or the driver or any party responsible for the condition of the vehicle, all sums paid (including all legal costs), whether in settlement or under a judgement, of any claim arising from the accident.

4. Cancelling your policy
You may cancel this policy at any time by contacting us.

We will cancel your policy from the date you contact us, or from any later date you ask. You cannot cancel your policy from an earlier date.

In all cases, you must either complete the online ‘Declaration to Surrender’ form or return the original Certificate of Motor Insurance to us.

If there is an outstanding premium, it must be paid within 10 days of your policy being cancelled. Where possible, we will apply for any outstanding amounts from the payment details held on file. Delayed payments will incur additional charges.

Cancellation will incur administration charges that are payable to EUI Limited for the cost of arranging and handling your policy. Details of these charges are given in ‘Your Agreement with EUI Limited’, available online and included with your documents issued at inception and renewal.

If a claim is made or has arisen during the period of insurance, the full premium for the year will be due and no refund will be given. This applies in all circumstances regardless of the payment method.
Your Cancellation Rights
If you cancel your policy within 14 days from the receipt of your welcome letter or email, you will receive a full refund minus an administration charge.

Should you cancel outside the 14 days, you will be charged on a daily pro rata basis for the time you have had on cover, plus an administration charge. We will refund any remaining premium.

Our Cancellation Rights
We can cancel your policy at any time by sending 7 days notice in writing to your last known address if you:

- break any of the General Conditions of your cover
- ignore or fail to comply with General Exceptions 1, 8 and 9
- fail to respond to written requests for further information or documentation
- misrepresent the information detailed on your Motor Proposal/Renewal Confirmation Form
- harass or use abusive or threatening behaviour towards our staff
- behave in a manner that makes it inappropriate for us to continue your insurance
- due to non payment (we will give you 14 days notice in writing if we intend cancelling due to non payment of your monthly instalments, in order to give you time to resolve the matter)

If we cancel your policy, you will be charged on a daily pro rata basis for the time you have had on cover, plus an administration charge. We will refund any remaining premium.

Should your car be stolen and/or deemed a total loss, we will cancel your policy without prior notice by writing to your last known address. We may deduct any outstanding premium and charges owed from any claim settlement we make to you. If your car is a total loss please refer to General Condition 10.

If you have any questions on cancelling your policy, please call our Customer Services Department on 0871 882 2233. Calls to 0871 numbers are charged at 8p per minute plus network extras. Or you can write to us at Elephant, Capital Tower, Greyfriars Road, Cardiff, CF10 3AZ.

5. Payment of your premium and/or other charges
Unless you ask us to change your payment details, we will debit the payment details we have on file to collect any premium due. If we are unable to collect any amount by the due date, we will cancel your policy in line with General Condition 4.
If a claim is made and you have not paid in full, we may deduct the outstanding premium from any claim settlement we make to you. We will not refund premium for changes made to your policy after a claim.

Unless you contact us we will automatically apply for your renewal premium from the payment details we have on file, shortly after your renewal date. This is to make sure there is no interruption in your insurance cover.

If you pay by instalments and have received a default notice during your current period of insurance, we will not be able to offer the Direct Debit option at renewal. To renew your policy you will have to pay in full.

If you are due a refund, we will credit the bank account or card used to pay for the majority of the policy premium.

6. Settling disagreements

If we have agreed to settle a claim, but there is a disagreement in the amount to be paid, the problem must be referred to the Quality Manager. If the matter remains in dispute, the problem can be referred to the Financial Ombudsman Service. Please see 'Comments and complaints'.

**Important**

Card payers must contact us immediately if the card is lost or stolen. We also need to know if the card account is closed or the cardholder decides to cancel the authority.

7. Dual insurance

If you have other insurance which covers the same liability, loss or damage, we will only pay the share of the claim that is attributable to your policy. This does not apply to personal injury benefits.

8. Car sharing

We will not cover any loss arising out of the use of your car for the carriage of passengers for hire or reward. However, you can accept money for fuel if you carry passengers for social or similar purposes as part of a car sharing arrangement as long as:

- your car is not made or adapted to carry more than eight passengers
- you are not carrying the passengers as customers of a passenger-carrying business
- you do not make a profit from carrying the passengers
9. Fraud
If you or anyone acting for you recklessly or deliberately misrepresents information we require at any time during the policy that would impact either the terms and conditions or our ability to offer cover itself, your policy and all other policies to which you are connected through EUI Limited will be cancelled or voided. We will seek to recover any costs we have incurred and will not return any premium.

We will not pay a claim which is in any part fraudulent, false, exaggerated or if you or anyone acting for you makes a claim in a fraudulent or false way, or where we have been given any documents which are false or stolen. Your policy and all other policies to which you are connected through EUI Limited will be cancelled or voided. We will seek to recover any costs that have been incurred and will not return any premium.

10. Total loss of your car
If your car is a total loss, all cover including the driving of other cars extension, if applicable, is cancelled for you and any other drivers on the policy. Once we make a payment to you, your car will become our property. We will deduct any outstanding premium and charges owed from any claim settlement we make to you.

11. Drink and drugs clause
If an accident happens whilst you or any person entitled to drive under Section 5 of your current Certificate of Motor Insurance:

- is found to be over the prescribed limit for alcohol
- is driving whilst unfit through drink or drugs, whether prescribed or otherwise
- fails to provide a sample of breath, blood or urine when required to do so, without lawful reason

No cover under the policy will be provided and instead, liability will be restricted to meeting the obligations as required by Road Traffic law. In those circumstances, we will recover from you or the driver, all sums paid (including all legal costs), whether in settlement or under a Judgment, of any claim arising from the accident.

12. Suspension of cover
If you sell your car and you are thinking of replacing it before the policy expires, providing no claims have been made, you can suspend your policy. If you pay by monthly instalments, your payments must be up to date.

We will suspend the policy once we receive your completed online ‘Declaration to Surrender’ or the original Certificate of Motor Insurance. When you buy your next car, you need to call our Customer Services Department on 0871 882 2233. Calls to 0871 numbers are charged at 8p per minute plus network extras.
We will reinstate your cover and adjust your outstanding balance. If you have not replaced your car by your renewal, we will cancel your policy from the date we suspended your policy in line with General Condition 4.

13. Instructions
For your benefit and to ensure an efficient administration process, it is our policy to deal with your spouse, partner or parent and any other person who is named on your policy. If you would like someone else to deal with your policy on your behalf, please let us know.

If an accident happens, to ensure an efficient and speedy claim process we will take instruction from you or any other person provided they are named on your policy. If you would like someone else to deal with your claim on your behalf, please let us know.

14. Residency
You will only be provided with the cover set out in this policy, if you and any additional drivers on your policy, are permanently resident in Great Britain, Northern Ireland, the Isle of Man, Alderney, Guernsey and Jersey.

If you intend to leave the country for 30 days or more and you are not taking your car, you must call our Customer Services Department on 0871 882 2233 to tell them. Calls to 0871 numbers are charged at 8p per minute plus network extras.

15. Changes in Circumstances
You must tell us if any information detailed on your Motor Proposal/Renewal Confirmation Form changes, as we may not be able to arrange cover in every case. If we are able to arrange cover, we will calculate any difference in premium from the date you were obliged to notify us (even if this happened in a previous period of insurance). If we are not able to arrange cover, your policy will be cancelled or even declared void.

Any incorrect information could result in an additional premium, affect the amount you are able to claim or may even mean you are unable to make a claim. If the information differs significantly it could even result in your policy being declared void.

Changes to your policy or cancellation will incur administration charges that are payable to EUI Limited for the cost of arranging and handling your policy. Details of these charges are given in ‘Your Agreement with EUI Limited’, available online and included with your documents issued at inception and renewal.

Please read in accordance with ‘Keeping your policy up to date’.
Extra Conditions (endorsements)

These Extra Conditions (endorsements) only apply if shown on your current Policy Schedule. Please read your current Policy Schedule to see which of these endorsements apply to your policy.

1. Provisional licence holder
   You will not be covered if your car is being driven by, or is in the possession of, a Provisional Driving Licence holder who is not keeping to the terms and limitations of their Licence.

5. Protected No Claims Bonus
   If you have Protected No Claims Bonus and:
   - you make two claims within three consecutive insurance terms the protection will be removed at renewal
   - you make three claims within three consecutive insurance terms the protection will be removed at renewal and your No Claims Bonus reduced by two years
   - you make four claims within three consecutive insurance terms the protection will be removed at renewal and your No Claims Bonus reduced to one year
   - you make more than four claims within three consecutive insurance terms the protection will be removed at renewal and your No Claims Bonus reduced to zero

Important: Protected No Claims Bonus
   If you make a claim during your insurance term you will not earn any No Claims Bonus entitlement for that insurance term. Where your No Claims Bonus remains unaffected, in most instances a claim will lead to some increase in premium at renewal. However, our motor premium calculation will include the No Claims Bonus discount to which you are entitled. If you make a claim after your renewal premium has been calculated, your No Claims Bonus entitlement will be amended or removed and your premium changed.

Please read in conjunction with Section 6 Your No Claims Bonus.
6. Guaranteed No Claims Bonus

Your No Claims Bonus will not be affected at renewal if you make a claim on this policy.

**Important: Guaranteed No Claims Bonus**

If you make a claim during your insurance term you will not earn any No Claims Bonus entitlement for that insurance term. Even though your No Claims Bonus will not be affected, in most instances a claim will lead to some increase in premium at renewal. However, our motor premium calculation will include the No Claims Bonus discount to which you are entitled. If you make a claim after your renewal premium has been calculated, your premium may change.

Please read in conjunction with Section 6 Your No Claims Bonus.

8. County council interest (loan agreement)

The company or organisation named against this endorsement in your current Policy Schedule has a loan agreement with you in connection with your car.

9. Note owner interest

Your car is owned by the person or organisation named against this endorsement.

11. Standard parts replacement

Your policy does not cover any non standard parts (modifications). Manufacturer’s optional extras are only covered if they have been declared and we have agreed to arrange cover for them.

If you make a claim for loss or damage to your car, we will only pay the cost of replacing parts needed for your car to meet the manufacturer’s specification.

13. Audio/Visual equipment limit

For loss or damage to this equipment, the most we will pay is 15% of your car’s market value, up to a maximum of £1,250. Audio/visual equipment may include your CD player, radio, satellite navigation equipment as long as they are permanently fitted to the car.

14. No suspension of cover

We will not suspend any cover on this policy.
15. Drink and drugs clause
If an accident happens whilst you or any person entitled to drive under Section 5 of your current Certificate of Motor Insurance:
- is found to be over the prescribed limit for alcohol
- is driving whilst unfit through drink or drugs, whether prescribed or otherwise
- fails to provide a sample of breath, blood or urine when required to do so, without lawful reason

No cover under the policy will be provided and instead, liability will be restricted to meeting the obligations as required by Road Traffic law. In those circumstances, we will recover from you or the driver, all sums paid (including all legal costs), whether in settlement or under a Judgment, of any claim arising from the accident.

16. Suspension of cover
All cover under this policy is suspended.

18. Agreed Value
This endorsement amends or provides cover as stated.

Your car is covered for an agreed value instead of the market value in recognition of supporting evidence supplied by you, providing it is more than 20 years old and you have a current Agreed Valuation Certificate from us.

If your car is lost, stolen or damaged beyond repair, the most we will pay you is the agreed value as stated on the current Agreed Valuation Certificate.

You are covered to attend Club Rallies and Competitions as long as your use does not involve racing, pace making, rallying, track days trials or speed tests either on a road, track, private grounds or at an off road 4x4 event.

19. Camper Vans
This endorsement amends or provides cover as stated.

The policy definition of your car includes Camper Vans.

We will pay up to £500 for personal belongings including non standard fixtures and fittings if they are damaged or stolen.

You are covered to attend Club Rallies and Competitions as long as your use does not involve racing, pace making, rallying, track days trials or speed tests either on a road, track, private grounds or at an off road 4x4 event.
Privacy and Security Statement

1. Introduction
This Privacy Statement will help you understand how we collect, use and protect your personal information when you interact with us. Please take a few moments to read the sections below and learn how we may use your personal information. You should also show this notice to anyone else who may be insured to drive under your policy. You acknowledge that by providing your personal information to us, you consent in its processing in accordance with this Privacy Statement. We are unable to offer you any insurance product unless you provide explicit consent for the collection and use of such sensitive data as defined in the Data Protection Act 1998.

2. Collecting Information
Personal
When providing information about others who may be insured you confirm that you have the consent of these individuals to supply their personal information.

We will collect your personal information when:

- you ask for a quote
- you purchase our products and services
- you make customer enquiries
- you register for information or other services
- you register a claim
- you respond to communications or surveys

The type of personal information we may collect could include:

- name and address, date of birth and gender
- telephone numbers and email address

- credit/debit card details
- lifestyle and other information

We may also collect information defined as "sensitive data" within the Data Protection Act 1998. This includes:

- medical history
- claims history
- criminal convictions etc.

We may also monitor or record calls, emails, SMS messages or other communications in accordance with UK law, and in particular for:

- business purposes such as quality control and training
- processing necessary for entering into or performance of a contract
- prevention of unauthorised use of our telecommunication systems and websites
- ensuring effective systems operation
- meeting any legal obligation
- protecting your vital interests
- prevention or detection of crime
- for the legitimate interests of the data controller

Please visit www.ico.gov.uk for further information.

All personal information will be held in the strictest confidence and used only for the purposes for which we collect it. If you would like us to remove any personal information from our records, then please write to us at our Customer Services Department, Capital Tower, Greyfriars Road, Cardiff CF10 3AZ. We will make all reasonable efforts to delete your information from our files if it is deemed appropriate.
Non-personal information collected online

Cookies
If you would like information regarding cookies or our use of them, please read our online Cookie policy at elephant.co.uk.

3. How your information will be used

General
We will use your information for:
- processing your quotes
- administering your policy including claims handling
- fraud prevention and detection
- credit scoring or other automated decision-making systems
- administering debt recoveries
- verifying your identity when required
- undertaking market research and statistical purposes
- keeping you informed about promotions and new developments by email, telephone or post

Dealing with Other People
Policy Administration (with the exception of General Condition 4 - Cancellation)
It is our policy to deal with your spouse, partner or parent and any other person who is named on your policy. If you would like someone else to deal with your policy on your behalf on a regular basis please let us know.

Claim Process
To ensure an efficient and speedy claim process we will take instruction from you or any other person provided they are named on the policy. If you would like someone else to deal with your claim on your behalf please let us know.

If you give us information about another person, in doing so you confirm that they have given you permission to provide it to us to be able to process their personal data (including any sensitive personal data) and also that you have told them who we are and what we will use their data for, as set out in this Statement.

Marketing
EUI Limited will contact you from time to time by telephone, post, email or SMS to keep you informed with news, products or services, including but not limited to car insurance (e.g. other automotive or financial products, or other carefully selected offers or promotions which we feel may be of interest to you). Other carefully selected companies may also contact you by post. If you have opted in to receive emails, SMS or telephone calls from other selected companies, you may also be contacted about other products that we believe may be of interest to you by these contact methods.

If you do not want your personal information to be used this way, please check https://secure.elephant.co.uk/optOut/optOut.php or write to the Marketing Department, EUI Limited, Capital Tower, Greyfriars Road, Cardiff, CF10 3AZ, who will ensure that your information is not used for these purposes.
At renewal
In order to offer **you** continuous cover on **your** policy, EUI Limited will arrange for **your** policy to be automatically renewed. **You** should be aware that **we** can only guarantee automatic renewal when:

- **you** have made **us** aware of any changes to **your** policy details
- the credit/debit card details have not changed
- the credit/debit card holder has given their explicit consent to his or her card being charged at renewal

Unless **we** hear to the contrary at renewal, EUI Limited is entitled to assume that **your** details have not changed and **you** have the consent of the card holder.

If **you** wish to make changes to **your** policy then, unless **you** inform **us** otherwise, EUI Limited will charge the payment details (card or bank account) held on record for any additional amount due.

**You** may inform **us** of any changes or opt out of automatic renewal at any time by contacting **our** Customer Service department. **We** will also contact **you** with a reminder that **your** insurance is due for renewal.

4. Confidentiality
**We** will endeavour to treat **your** personal information as private and confidential.

**We** would like to bring to **your** attention **our** obligations to disclose information in the following four exceptional cases permitted by law, and the other situations set out below. These are:

- where **we** are legally compelled to do so
- where there is a duty to the public to disclose
- where disclosure is required to protect **our** interest
- where disclosure is made at **your** request or with **your** consent

Also, from time to time **we** will employ agents and subcontractors to process **your** personal information on **our** behalf. The same duty of confidentiality and security will apply to them and all processing will be carried out under **our** instruction.

If **you** make a complaint about the service **we** have provided, **we** may be obliged to forward details about **your** complaint, including **your** personal information, to the relevant ombudsman. **You** can be assured that they are similarly obliged to adhere to the Data Protection Act and keep **your** personal information strictly confidential.

In the unfortunate event that **you** have to make a claim then **we** will need to disclose information with any other party involved in that claim. This may include:

- third parties involved with the claim, their insurer, solicitor or representative
- medical teams, the police or other investigators

Credit Reference
When **you** apply to **us** to open an account, **we** make a number of checks to assess **your** application for credit and verifying identities to prevent and detect crime and money laundering. To obtain this information, **we** will check the following records about **you** and anyone else who may also be insured and whose personal details have been provided as part of the insurance application.

- **our** own records
● Credit Reference Agency (CRA) records. When we search these records CRAs will place a search footprint on your credit file that may be seen by other lenders. They supply us with both public (including the electoral register), and shared credit and fraud prevention information.

● Fraud Prevention Agency (FPA) Records

We make searches about you at credit reference agencies who will supply us with information, including the Electoral Register and credit information. The agencies will record details of the search whether or not your application proceeds. The searches will not be seen or used by lenders to assess your ability to obtain credit. We may use scoring methods to assess this application and to verify your identity. Credit searches and other information which is provided to us and/or the credit reference agencies, about you and those with whom you are linked financially, may be used by EUI Limited and other companies if you, or other members of your household, apply for other facilities including insurance applications and claims. This information may also be used for debt tracing and the prevention of money laundering as well as the management of your account. Alternatively, we may ask you to provide physical forms of identification.

We may also make periodic searches at CRAs and FPAs to manage your account with us.

Information on applications will be sent to and recorded by CRAs. When you borrow from us, we will give details of your account(s) and how you manage it/them to CRAs. If you borrow and do not repay in full and on time, CRAs will record the outstanding debt. This information may be supplied to other organisations by CRAs and FPAs to perform similar checks, and to trace your whereabouts and recover debts that you owe. Records remain on file for six years after they are closed, whether settled by you or defaulted.

If you give us false or inaccurate information and we suspect or identify fraud, we will record it and may also pass this information to FPAs and other organisations involved in crime and fraud prevention.

If you borrow from us and do not make payments that you owe us, we will trace your whereabouts and recover debts.

Your data may also be used for other purposes for which you give your specific permission or, in very limited circumstances, when required by law or where permitted under the terms of the Data Protection Act 1998.

How to Find Out More

This is a condensed guide to the use of your personal information. If you would like to read the full details of how your data may be used please phone our Customer Services Department on 0871 882 2233 (Calls to 0871 numbers are charged at 8p per minute plus network extras), or write to us at Pricing Department, Floor 23, Capital Tower, Greyfriars Road, Cardiff, CF10 3AZ.

You can contact the CRAs currently operating in the UK; the information they hold may not be the same so it is worth contacting them all. They will charge you a small statutory fee.

● Call Credit, Consumer Services Team, PO Box 491, Leeds, LS3 1WZ or call 0870 060 1414 or log on to www.callcredit.co.uk
Your cover with Elephant | Privacy and Security Statement

● Equifax, Credit File Advice Centre, PO Box 1140, Bradford, BD1 5US or call 0844 335 0550 or log on to www.equifax.co.uk
● Experian, Consumer Help Service, PO Box 8000, Nottingham, NG80 7WF or call 0844 481 8000 or log on to www.experian.co.uk

Please contact us on 0800 052 3144 if you want to receive details of the relevant fraud prevention agencies.

If necessary we may also have to investigate your claims and conviction history in the course of administering the claim. You can be assured that we will keep such investigations strictly confidential.

Insurers pass information to the Claims Underwriting and Exchange Register, run by Insurance Database Services (IDS) and the Motor Insurance Anti-Fraud and Theft Register, run by the Association of British Insurers (ABI). This helps insurers check information and prevent fraudulent claims. When we deal with your request for insurance we may search these registers.

Under the conditions of your policy, you must tell us about any incident (such as an accident or theft) which may give rise to a claim. When you tell us about an incident we will pass information to the Registers.

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

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

If you are involved in a road traffic accident (either in the UK, the EEA or certain other territories), insurers and or the MIB may search the MID to obtain relevant information.

Persons (including his or her appointed representatives) pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID.

It is vital that the MID holds your correct registration number. If it is incorrectly shown on the MID you are at risk of having your vehicle seized by the Police. You can check that your correct registration number details are shown on the MID at www.askmid.com.

Fraud prevention and detection notice
In order to prevent and detect fraud insurers may, at any time:

• share information about you with our other group companies
• pass details to Insurance Hunter, a central insurance application and claims checking system, whereby it may be checked against information held by Insurance Hunter and shared with other insurers
If false or inaccurate information is provided and fraud is identified details will be passed to fraud prevention agencies.

Law enforcement agencies may access and use this information.

We and other organisations may also access and use this information to prevent fraud and money laundering, for example, when:

- checking details on applications for credit and credit related or other facilities
- managing credit and credit related accounts or facilities
- recovering debt
- checking details on proposals and claims for all types of insurance
- checking details of job applicants and employees

Please contact us on 0800 052 3144 if you want to receive details of the relevant fraud prevention agencies.

We and other organisations may access and use, from other countries, the information recorded by fraud prevention agencies.

We may also disclose information about you and your policy:

- to companies within the Admiral Group (For the purposes of this Privacy Statement, “Admiral Group” means Admiral Group plc and any company or entity in which Admiral Group plc owns more than 15% of the issued share capital. Companies in the Admiral Group shall include, without limitation, EUI Limited, Admiral Insurance Company Ltd, Admiral Insurance (Gibraltar) Ltd, Admiral Technologies Ltd, Able Insurance Services Ltd and any other company that is incorporated within the Admiral Group at any time in the future)
- in the event that we undergo re-organisation or are sold to a third party, in which case you agree that any personal information we hold about you may be transferred to that re-organised entity or third party
- where it is necessary to deliver the products and services bought by you. For example, we may disclose your personal information to a credit card company to validate your credit card details and obtain payment. It may also be necessary for us to pass your personal information to the organisation from whom you have ordered any products or services other than your EUI Limited insurance product, such as a travel insurance or a personal accident cover provider, etc. At all times, EUI Limited will remain the Data Controller unless we inform you otherwise

5. Information security

On our websites we protect any information you have given us by providing you with a User ID and password. We also use industry standard secure sockets layer (SSL) 128 bit encryption technology to encrypt sensitive information in transit to our servers.

The User ID and password helps us to protect your personal information. You may need a User ID and password to access your personal information on our website. You must keep this password safe and must not disclose it to anyone. We will accept no responsibility or liability if a third party
obtains and uses your User ID and password. You must tell us immediately if you have lost your User ID or password, or if you believe a third party may have obtained it. Please also tell us if you would like us to change your User ID or password for any reason.

When you ask for a quote from us, we will process the data on a secure server. Microsoft Internet Explorer and Netscape Navigator will confirm that you are in a secure area by displaying an unbroken key or lock in the bottom right hand corner of your browser window.

Some organisations have a security feature called a firewall to protect their computer systems. These firewalls may prevent you from connecting to our secure server to get a quote. If you are at work and cannot connect to our site, please speak to your IT administrator to learn more.

Please be aware that communications over the Internet, such as emails or webmails, are not secure unless they have been encrypted.

Your communications may route through a number of countries before being delivered – this is the nature of the Internet. We cannot accept responsibility for any unauthorised access or loss of personal information that is beyond our control.

It may be necessary to transfer your personal information to other Group companies or service providers located outside of the European Economic Area. The data protection and other laws of these countries may not be as comprehensive as those in the UK or the EEA – in these instances we will take steps to ensure that your privacy rights are respected.

6. Access to your information

You can write to us at any time to obtain details of the personal information that we may hold about you. Please write to the Data Protection Officer, EUI Limited, Capital Tower, Greyfriars Road, Cardiff CF10 3AZ. Please provide your name, address and policy number and tell us what information you would like.

We will take all reasonable steps to confirm your identity before providing you with details of any personal information we may hold about you. Please provide two forms of identification such as a copy of a driving licence, passport, or document containing your signature, and a copy of a recent utility bill that confirms your address.

In accordance with the Data Protection Act 1998, we are entitled to charge £10 to cover the administration costs. Please make cheques payable to “EUI Limited”.

7. Privacy support

We reserve the right to amend or modify this Privacy Statement at any time and in response to changes in applicable law.

The Data Controller is EUI Limited (registered number 02686904). Admiral, Bell, Diamond and Elephant are trading names of EUI Limited. At all times EUI Limited will remain the ultimate data controller. In this Privacy Statement “we”, “us” and “our” means EUI Limited.

If you have any enquiry about our data protection and privacy practices, please write to the Data Protection Officer as above.
Useful Numbers

You can make changes to your policy quickly and easily with our online customer services section.

Visit elephant.co.uk to find out more!

Useful numbers

Claims line: 0844 543 4422
Renewals line: 0844 848 0050
Customer services 0871 882 2233

Calls to 0871 numbers are charged at 8p per minute plus network extras.

Please note, if you are trying to contact the Claims Department outside of opening hours you will be redirected to a contracted third party recovery service who will begin the claim procedure for you.

Helplines

Glass repair: 0844 543 4429
(open 24 hours a day)

Breakdown: 0800 458 9283*

Accident recovery: 0871 882 8269
(following an insured incident)

Calls to 0871 numbers are charged at 8p per minute plus network extras.

*available only if you have purchased our breakdown service.

Your car insurance schedule will show if you have paid for the Elephant breakdown service.