Car insurance
Your policy booklet
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</table>
Thank you for taking out car insurance with Direct Choice.

This booklet, your Schedule and any endorsements make up your policy and together they contain all the details of your cover. Please make sure you read them together to check you have all the cover you need. We’ve given you an overview of our three cover levels on the following page, so you can quickly see whether the policy you have chosen is appropriate for you.

All the other important information we need to let you know is shown on pages 6-9, including what we do with your personal information and how we are doing our best to combat fraud.

The remaining pages give you more specific information about your policy, including an explanation of words that have particular meanings in this booklet, before getting down to the real detail of exactly what is and isn’t covered. There are some things that we always exclude from cover and these are shown in the General Exceptions on pages 40 and 41; while the General Conditions that follow explain what you need to do to ensure you have the full protection of your policy. Please read these, as failure to comply with them could affect your cover.

Some of the cover detailed in this booklet is optional and therefore not automatically included in your policy. Please refer to your Schedule to see whether you have chosen it. If not, and you would like to do so, we will be happy to give you a quote.

Finally, if you need our help, you’ll find our claims and customer service numbers on the back cover.

Roger Ramsden
Chief Executive
Direct Choice Insurance Services Limited
# Our cover at a glance

<table>
<thead>
<tr>
<th>What’s covered</th>
<th>Comprehensive</th>
<th>Third Party, Fire and Theft</th>
<th>Third Party Only</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Cover for trips abroad</strong> – we automatically provide the same cover as you receive in the UK when you or your named spouse/partner drive in the European Union, for up to 90 days in a year. If your trip takes you outside the EU, we may be able to provide you with a Green Card (International Motor Insurance Certificate).</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td><strong>Unlimited audio/visual cover</strong> – cover against fire and theft for permanently fitted equipment such as CD players, factory fitted sat nav systems and reverse parking cameras. Our Comprehensive policy also includes unlimited accidental damage cover for the audio/visual equipment permanently fitted in your car.</td>
<td>✓</td>
<td>✓</td>
<td>x</td>
</tr>
<tr>
<td><strong>Uninsured driver cover</strong> – if an uninsured driver hits your car, through no fault of yours, as long as you supply their vehicle registration and the accident details we’ll refund any excess paid and your No Claim Discount won’t be reduced.</td>
<td>✓</td>
<td>x</td>
<td>x</td>
</tr>
<tr>
<td><strong>Vandalism cover</strong> – your No Claim Discount will not be affected by a claim for damage caused by vandals.</td>
<td>✓</td>
<td>x</td>
<td>x</td>
</tr>
<tr>
<td><strong>Glass repairs</strong> – if our approved repairers repair your windscreen or windows, you won’t have to pay anything. If replacement is needed, you only pay the standard £75 excess. In either case, your No Claim Discount won’t be affected.</td>
<td>✓</td>
<td>x</td>
<td>x</td>
</tr>
<tr>
<td><strong>Standard personal accident cover</strong> – if you are seriously injured as a result of an accident involving your car, regardless of whose fault it is, we include a benefit of up to £5,000 for certain injuries as standard.</td>
<td>✓</td>
<td>x</td>
<td>x</td>
</tr>
<tr>
<td><strong>Medical expenses cover</strong> – we include up to £300 for medical expenses incurred following an accident.</td>
<td>✓</td>
<td>x</td>
<td>x</td>
</tr>
<tr>
<td><strong>Emergency accommodation/get you home cover</strong> – following an accident, it can be costly and inconvenient getting home or finding somewhere to stay. That’s why we provide up to £500 per claim for emergency accommodation or travel expenses.</td>
<td>✓</td>
<td>x</td>
<td>x</td>
</tr>
</tbody>
</table>
What’s covered

<table>
<thead>
<tr>
<th>Up to £1,000 personal belongings cover - including glasses, laptops, phones and clothing carried in your car if they are lost or damaged because of accident, fire, theft or attempted theft. As you are likely to have additional items in your car at Christmas, we increase this cover to £2,000 during December.</th>
<th>Comprehensive</th>
<th>Third Party, Fire and Theft</th>
<th>Third Party Only</th>
</tr>
</thead>
<tbody>
<tr>
<td>✓</td>
<td>✗</td>
<td>✗</td>
<td></td>
</tr>
</tbody>
</table>

Child car seat cover – in the event of an accident we will replace the child car seat that is fitted in your vehicle with a brand new one, even if there is no apparent damage.

<table>
<thead>
<tr>
<th>Child car seat cover</th>
<th>Comprehensive</th>
<th>Third Party, Fire and Theft</th>
<th>Third Party Only</th>
</tr>
</thead>
<tbody>
<tr>
<td>✓</td>
<td>✗</td>
<td>✗</td>
<td></td>
</tr>
</tbody>
</table>

Further benefits

Guaranteed replacement car – if you use our repairer network following an accident in the UK, we guarantee that you will be provided with a replacement car for up to 14 days while yours is being repaired or until it is declared a total loss (whichever is sooner).

<table>
<thead>
<tr>
<th>Guaranteed replacement car</th>
<th>Comprehensive</th>
<th>Third Party, Fire and Theft</th>
<th>Third Party Only</th>
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<tbody>
<tr>
<td>✓</td>
<td>✗</td>
<td>✗</td>
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Two year ‘new for old’ cover – If your car is written off, you’ve owned it from new and it’s up to a year old, we’ll replace it with a brand new one no matter how many miles are on the clock. Cars between one and two years old are covered up to 12,000 miles.

<table>
<thead>
<tr>
<th>Two year ‘new for old’ cover</th>
<th>Comprehensive</th>
<th>Third Party, Fire and Theft</th>
<th>Third Party Only</th>
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</thead>
<tbody>
<tr>
<td>✓</td>
<td>✗</td>
<td>✗</td>
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Full details of the cover provided can be found on pages 13 to 39.
Some other information you need to know

Our customer service commitment to you
We aim to provide you with high levels of service at all times. However, if you feel that our service has fallen below the standard you expect and you want to complain, we will do our best to sort it out quickly. If you have a query or a complaint please see your Schedule where you will find our contact telephone numbers as well as our address details if you prefer to write to us.

What happens when it’s time to renew your policy
We will send you a renewal invitation around 21 days before your renewal date. This will include details of your type of cover, policy terms and your premium for the next year, which may be affected by any claims you have made over the year. If you originally paid for your policy by Direct Debit, or by credit card or Visa debit card, we will automatically renew your policy using these payment details, so you don’t need to do anything if you want to renew your policy. However, if you don’t want to renew, or you want to change your payment method, you will need to contact us on 0800 096 5204 at least three working days before your renewal date to let us know. You will also need to cancel your Direct Debit with the bank, if you paid by this method.

Use of your information
Direct Choice means Direct Choice Insurance Services Limited, which is part of the Saga Group. The information you have given to Direct Choice and/or the insurer(s) will be held and used to manage your insurance policy, which will include both underwriting and claim handling. For this purpose Direct Choice and/or the insurer(s) may disclose it to other interested third parties, for example to other insurers, regulatory authorities and to agents who provide services on their behalf.

Your data may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing compliance with any regulatory rules/codes. It may also be used for market research, offering renewals, research and for statistical purposes and crime prevention.

Direct Choice and/or the insurer(s) will ensure that any personal data you provide will be held securely and in accordance with the Data Protection Act 1998.

From time to time Direct Choice and/or the insurer(s) may use service providers and organisations outside the European Economic Area (EEA) for the purpose of processing services, system testing and maintenance. It is worth noting however that some non-EEA countries do not afford the same level of data security as the UK. By submitting your details, you consent to this transfer. The insurer(s) and/or, if applicable, Direct Choice will always use every reasonable effort to ensure sufficient protections are in place to safeguard your personal information.

Your calls may be monitored and recorded in order that the service may be improved and to help prevent and detect fraud. Direct Choice and/or the insurer(s) may check information provided or received and may also undertake additional fraud searches.

Credit Reference Bureaus: To assess your insurance application and the terms on which cover may be offered (including the quote and payment methods Direct Choice and/or the insurer(s) is able to offer you), Direct Choice and/or the insurer(s) may obtain information about you from a number of sources, including credit reference bureaus, to assess your financial and insurance risk and your identity. The credit reference bureaus will keep a record of the search; this may be reflected in your credit score.

In order to assess financial and insurance risk, we will make checks on the full and open registers of the electoral roll and public data provided to us by credit reference bureaus and other third parties. This is also to assess your premium
at quote and renewal, for credit applications and to assist with identity checks in order to prevent money laundering.

By applying for this policy you consent to Direct Choice and/or the insurer(s) processing personal data, including sensitive personal data, about you and any other persons who are the subject of that application and/or who may be insured under the policy. You understand that all personal data you provide must be accurate and that if you supply another person’s personal data you are, by doing so, confirming that you have the specific consent of that other person to disclose that data.

Direct Choice and/or the insurer(s) will use your information (and that of other people named on your policy), either collected at the outset or obtained from other third parties, for the following purposes:

- To assess financial and insurance risks;
- To prevent and detect crime including fraud, money laundering and financial sanctions;
- To develop our products, pricing, systems, services and relationships with you and any named drivers;
- To comply with our legal and regulatory obligations.

Direct Choice and/or the insurer(s) may share this information with third parties in order to carry out insurance related activities on our behalf, including management of your claim, credit hire, replacement vehicle, vehicle repairs and legal advice.

From time to time Direct Choice and/or the insurer(s) may need to disclose your personal and sensitive personal information and that of named drivers to other insurers, reinsurers, third party underwriters, credit reference bureaus, fraud prevention agencies, regulators and law enforcement agencies.

By accepting the original quotation and taking out this Direct Choice policy you have provided us with permission on your own behalf and on behalf of any named drivers to collate this personal sensitive data. You are deemed to have made any named drivers aware of the information that has been captured and the uses disclosed.

Direct Choice and/or the insurer(s) may transfer the rights and obligations existing under this policy of insurance.

If you contact us electronically we may store your Internet Protocol (IP) address or your telephone number supplied by your Service Provider. This may be used to identify repeat website visits, fraudulent behaviour or mystery shoppers using Saga Group websites.

By providing Direct Choice with your personal information, and that of your named drivers, including medical data, you consent to the Saga group of companies (the Group) using it to contact you or them by post, telephone, e-mail, SMS or other electronic means about offers, products and services which may be of interest to you, and using data we obtain about you for other products in respect of both marketing and preparing quotations. The Group will do this unless you contact it or you make use of the regular opportunities that it provides you with, to confirm which channels and products you do and do not wish to use or hear about, or unless you tell the Group that you prefer not to receive direct marketing. If you wish to decline to receive marketing information for Direct Choice products, please contact the Group Data Protection Officer at Enbrook Park, Sandgate, Folkestone, Kent CT20 3SE.

See http://www2.directchoice.com/Privacy-Policy.aspx for further details of Direct Choice’s privacy policy.

In the case of personal data, with limited exceptions, you have the right to access and, if necessary, rectify information held about you by formal written application.
to Group Data Protection Officer at Enbrook Park, Sandgate, Folkestone, Kent CT20 3SE.

What we do to combat fraud and financial crime

To help Direct Choice prevent fraud, money laundering and other financial crime, the information you provide may be submitted to fraud prevention agencies and other organisations whose records may be searched.

The insurer passes information to the Claims and Underwriting Exchange Register, run by Insurance Database Services Ltd (IDSL), the Motor Insurance Anti-Fraud and Theft Register, run by the Association of British Insurers (ABI) and to other relevant fraud prevention databases. The aim is to help check information provided and also to prevent fraudulent claims. When the insurer deals with your request for insurance, it may search these registers. Under the conditions of your policy, you must tell the insurer about any incident (such as an accident or theft) which may or may not give rise to a claim. When you tell the insurer about an incident, the insurer will pass information relating to it to the registers.

As part of the insurer’s fraud prevention process it will complete a number of enquiries to check the details you provide. 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.

The insurer and other organisations may access and use, from other countries, the information recorded by fraud prevention agencies in the United Kingdom.

If you would like to receive details of the fraud prevention agencies used, please contact the Head of Fraud, Enbrook Park, Sandgate, Folkestone, Kent CT20 3SE. 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 Driver and Vehicle Licensing Agency (DVLA), the Driver and Vehicle Agency Northern Ireland (DVANI), the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including (i) Electronic Vehicle Licensing, (ii) Continuous Insurance Enforcement, (iii) Law Enforcement (prevention, detection, apprehension and/or prosecution of offenders) and (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 in the UK, the EEA and certain other territories, insurers and/or MIB may search MID to obtain relevant information. Persons (or their 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 MID.

It is vital that MID holds your correct registration. If it is incorrectly shown on MID you are at risk of having your vehicle seized by the Police.

You can check that the correct registration number is shown on MID at www.askmid.com. You can find out more about this at www.mib/org.uk. You should show this notice to anyone insured to drive the vehicle covered under the policy.
What happens if we change the underwriter of your policy

Your Direct Choice Car Insurance policy is currently provided and underwritten by your insurer as part of an agreement between Direct Choice Insurance Services Limited and them. If you have selected any additional cover options, these may be provided by different insurers. At some time in the future Direct Choice Insurance Services Limited may enter into an agreement with a new provider for all or part of your policy, in which case this new provider will offer you car insurance to replace your current policy. If this is the case, Direct Choice Insurance Services Limited will write to you to confirm the details of the new provider and give you details of any changes to the Terms and Conditions of your policy. You hereby authorise Direct Choice to transfer any personal data to a new provider, including data defined as ‘sensitive personal data’ under the Data Protection Act, and consent to the new provider being able to offer cover to you. If at any time you wish to withdraw your agreement to this, please let us know by calling 0800 088 888.

Changes to your policy details or cover

It is most important that you tell us as quickly as possible of any changes that occur since the insurance started or since the last renewal date. If you do not it is possible that a claim will not be covered, please see general conditions on pages 42 to 45 for full details. Some examples of changes are given below; if you are in any doubt whether a change needs to be advised, please contact Customer Services on 0800 088 888.

- Change of vehicle – you will not be insured until a cover note or revised Certificate of Insurance has been issued;
- Change to the vehicle itself such as fitting alloy wheels, bodywork alterations or engine modifications;
- Change of ownership or main user of the vehicle;
- Change of address, including where your vehicle will be kept overnight and where you primarily reside;
- Change to the use of your vehicle or the full or part-time occupation of any of the drivers;
- Change of drivers – you will not be insured until a cover note or revised Certificate of Insurance has been issued, unless your Certificate of Insurance already allows this;
- Change to the driver details, including details of any motoring conviction, pending motoring conviction or fixed penalty offence involving a driver;
- Change to your annual mileage.

If you make changes to your policy details or cover or request duplicate documentation at any time during the period of cover, Direct Choice will charge an administration fee. This fee is not the premium you pay for your insurance cover and may change from time to time.

Please note that if you amend or cancel your policy during the policy year and have paid by credit card or cheque, we will be unable to refund, after the administration fee has been applied by Direct Choice, any amounts of £5 or less. Similarly, if you make any changes to your policy during the policy year, we will only request any charges from you, after the administration fee has been applied by Direct Choice, if the amount is over £5.

You will not be entitled to a refund should you reduce the level of cover on your policy if you have made a claim in that current year.
Your policy in detail

Your Direct Choice Motor Insurance has been arranged by Direct Choice Insurance Services Ltd, Registered number: 5522196, Registered Office: Enbrook Park, Sandgate, Folkestone, Kent CT20 3SE. Direct Choice Insurance Services Ltd is authorised and regulated by the Financial Conduct Authority.

Direct Choice Motor Insurance is underwritten by the insurer shown in your Schedule.

The contract of insurance between you and your insurer is made up of this Policy Booklet, the Schedule, the Certificate of Insurance and any endorsements to your policy.

The insurer has relied on the information you provided to Direct Choice Insurance Services Ltd when agreeing to provide indemnity. Please read your documents carefully to make sure the information provided is correct and that the cover meets your needs.

You agree to keep to the conditions of the policy and to ensure that the policy premium is paid. If you pay by Direct Debit and do not keep up your payments, you will not be covered by this policy from the date the premium was due.

The insurer agrees to insure you under the terms, conditions and exclusions in or endorsed on this Policy Booklet, the Schedule and the Certificate of Insurance and for which you have paid or agreed to pay the required premium.

The cover applies throughout the territory except when we say otherwise. Your vehicle is also covered when in transit within these countries and between any of their ports.

The law which applies to this contract, unless we have agreed otherwise, is English law.
### Definitions

We have defined some words and phrases that appear throughout the policy. They have the meanings shown next to them and are shown in bold print.

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accidental damage</td>
<td>Loss of or damage to your vehicle and its accessories and spare parts other than by fire, lightning, explosion, theft or attempted theft.</td>
</tr>
<tr>
<td>Administration fee</td>
<td>The amount shown in your documents as a fee for administration, relating to the amount Direct Choice Insurance Services Limited may charge from time to time for administering your insurance policy.</td>
</tr>
<tr>
<td>Certificate of Insurance</td>
<td>Evidence that you have car insurance as required by law.</td>
</tr>
<tr>
<td>Direct Choice</td>
<td>Direct Choice Insurance Services Limited.</td>
</tr>
<tr>
<td>Endorsement(s)</td>
<td>An extension or restriction to your policy. (Endorsements only apply if they appear in your policy.)</td>
</tr>
<tr>
<td>Excess</td>
<td>The first amount of any claim which you have to pay if your vehicle is lost, stolen or damaged. (Various excess levels apply to accidental damage to your vehicle, theft or attempted theft of or from your vehicle and damage to your vehicle’s glass as shown in the Schedule and endorsements of this policy.)</td>
</tr>
<tr>
<td>Family</td>
<td>Your relatives and your spouse/domestic partner’s relatives, plus any other person who lives at your home address.</td>
</tr>
<tr>
<td>First registered keeper</td>
<td>The person recorded as the first registered keeper of the vehicle. Or the second registered keeper of the vehicle where the first registered keeper of the vehicle is the garage/dealership that sold you the vehicle and the vehicle mileage at point of delivery was less than 100 miles.</td>
</tr>
<tr>
<td>Ignition key</td>
<td>Any key or device designed by the manufacturer to access, start, immobilise or secure your vehicle.</td>
</tr>
<tr>
<td>Insurer</td>
<td>The insurance company shown in your Schedule.</td>
</tr>
<tr>
<td>Market value</td>
<td>The cost of replacing your vehicle with a vehicle of the same make, model, specification, age, mileage and condition as your vehicle was immediately before the loss or damage you are claiming for. Where we are unable to estimate the market value of your vehicle we will use the nearest market equivalent for comparison.</td>
</tr>
<tr>
<td>Policy</td>
<td>The details of the contract of insurance between you and us.</td>
</tr>
<tr>
<td>Schedule</td>
<td>A record of your insurance. Please read the Schedule carefully as it sets out the cover we will give you under this policy. (We will give you a replacement Schedule whenever you renew the policy or if you make any changes to the policy during the period of insurance.)</td>
</tr>
<tr>
<td>Spouse/domestic partner</td>
<td>Your wife, husband, civil partner or someone you are living with as if you are married to them.</td>
</tr>
</tbody>
</table>

**Definitions**

You have defined some words and phrases that appear throughout the policy. They have the meanings shown next to them and are shown in bold print.

**Accidental damage**

Loss of or damage to your vehicle and its accessories and spare parts other than by fire, lightning, explosion, theft or attempted theft.

**Administration fee**

The amount shown in your documents as a fee for administration, relating to the amount Direct Choice Insurance Services Limited may charge from time to time for administering your insurance policy.

**Certificate of Insurance**

Evidence that you have car insurance as required by law.

**Direct Choice**

Direct Choice Insurance Services Limited.

**Endorsement(s)**

An extension or restriction to your policy. (Endorsements only apply if they appear in your policy.)

**Excess**

The first amount of any claim which you have to pay if your vehicle is lost, stolen or damaged. (Various excess levels apply to accidental damage to your vehicle, theft or attempted theft of or from your vehicle and damage to your vehicle’s glass as shown in the Schedule and endorsements of this policy.)

**Family**

Your relatives and your spouse/domestic partner’s relatives, plus any other person who lives at your home address.

**First registered keeper**

The person recorded as the first registered keeper of the vehicle. Or the second registered keeper of the vehicle where the first registered keeper of the vehicle is the garage/dealership that sold you the vehicle and the vehicle mileage at point of delivery was less than 100 miles.

**Ignition key**

Any key or device designed by the manufacturer to access, start, immobilise or secure your vehicle.

**Insurer**

The insurance company shown in your Schedule.

**Market value**

The cost of replacing your vehicle with a vehicle of the same make, model, specification, age, mileage and condition as your vehicle was immediately before the loss or damage you are claiming for. Where we are unable to estimate the market value of your vehicle we will use the nearest market equivalent for comparison.

**Policy**

The details of the contract of insurance between you and us.

**Schedule**

A record of your insurance. Please read the Schedule carefully as it sets out the cover we will give you under this policy. (We will give you a replacement Schedule whenever you renew the policy or if you make any changes to the policy during the period of insurance.)

**Spouse/domestic partner**

Your wife, husband, civil partner or someone you are living with as if you are married to them.
Your policy in detail

**Territory**
Gibraltar and the United Kingdom meaning England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

**Trailer**
A single-axle road vehicle of standard manufacturer’s construction towed by a motor vehicle adhering to all towing regulations and fitted with a standard 50mm towball, excluding mechanically propelled vehicles, caravans, trailer tents, vehicle transporters, food bars and horseboxes.

**Vehicle**
Any motor vehicle for which you have a current **Certificate of Insurance** under this **policy**.

**We, Us, Our**
The **insurer**.

**Working day**
Monday to Friday (but not if these days are public holidays) between 8.30am and 5.30pm and Saturday between 9am and 1pm.

**You, Your, Yourself**
The person named as the policyholder on the **Schedule** and **Certificate of Insurance**.
Loss or damage

This section should be read in conjunction with ‘General exceptions’ on pages 40 and 41, ‘General conditions’ on pages 42 to 45 and ‘How to make a claim’ on pages 46 to 48.

We cover the following

1. Your vehicle
   Loss of or damage to:
   - your vehicle;
   - accessories and spare parts that are only for your vehicle and are in or on your vehicle, or in your private garage at the time of the loss or damage;
   - your vehicle’s ignition key. In addition, in the event of loss of your vehicle’s ignition key by theft, the cost of replacing the relevant locks to your vehicle if it is likely that the location of your vehicle is known to the person who has taken your vehicle’s ignition key.

We have the right to choose which action to take in the case of any claim and we will do one of the following:
   - repair the damage; or
   - replace what is lost or damaged beyond economical repair; or
   - pay you cash for the amount of the loss or damage.

If we ask, you need to give us any evidence to support your claim. We will confirm exactly what we need.

We may decide to appoint an independent assessor to inspect your vehicle to support the evidence you provide or to confirm your vehicle has been maintained in a roadworthy condition in accordance with General Condition 2a.

The most we will pay is the market value of your vehicle, accessories and spare parts at the time of the loss or damage, unless covered under Part 4 of the ‘Loss or damage’ section of this policy. If your vehicle is under a hire purchase or leasing agreement, we will pay any claim to the legal owner in the event of a total loss.

We do not cover the following

This applies to all claims under Parts 1, 2, 3, 4, 5, 6, 9, 10 and 11 of the ‘Loss or damage’ section:
   - any excess shown in the Schedule;
   - any repair or replacement that improves your vehicle;
   - Loss or damage caused by theft or attempted theft if:
     - your vehicle is not fully locked and secured; or
     - the keys and/or any other device(s) that unlock and/or start your vehicle are in, on or next to your vehicle while it is left unattended and/or unoccupied.
   - loss of use, loss of value, wear and tear;
   - mechanical, electrical, electronic, computer or computer software failures, faults or breakdowns;
   - loss, destruction or damage caused directly by pressure waves caused by aircraft and other aerial devices travelling at or above the speed of sound;
   - any reduction in the market value of your vehicle following any repair whether or not as a result of any claim under this policy;
   - loss of or damage to any trailer or caravan whether or not it is being towed by or attached to your vehicle;
   - loss of your vehicle by deception by someone who claims to be a buyer or a buying or selling agent;
   - loss of or damage to your vehicle caused by any unauthorised use or ‘joy riding’ by a member of your family;
   - any storage costs you incur before you have notified us of the location that you have moved your vehicle to;
   - damage to tyres by road punctures or bursts.
We cover the following

We will also pay costs we have authorised to:
• protect your vehicle and take it to the nearest competent repairer if your vehicle cannot be driven because of loss or damage covered by this policy; and
• deliver your vehicle to your address in the territory following repair.

If your vehicle is three years old or more and is outside of the manufacturer’s warranty period, we may decide to fit replacement parts which have not been made by the vehicle’s manufacturer but are of an equivalent standard.

2. Audio, visual and/or communication equipment

We will pay for loss or damage to audio, visual and/or communication equipment permanently fitted in your vehicle, without limit.

We have the right to choose which action to take in the case of any claim and we will do one of the following:
• repair the damage; or
• replace what is lost or damaged beyond economical repair; or
• pay you cash for the amount of the loss or damage.

3. Broken glass

For broken glass claims please call the Direct Choice Glass Line.

For broken panoramic glass roofs, please call 0800 096 3609 as these are covered under Part 1 of the ‘Loss or damage’ section of this policy.

We will pay for any replacement of your vehicle’s windscreen, windows and glass sunroof, and any damage to the bodywork that was caused by the broken glass, subject to deduction of your £75 excess. Our approved glass repairer will fit replacement glass, which may not have been made by the vehicle’s manufacturer but is of an equivalent standard.

If your vehicle’s windscreen, windows or glass sunroof can be repaired there is no excess to pay if the repair is carried out by a glass repairer we

We do not cover the following

Any audio, visual and/or communication equipment not permanently fitted in your vehicle.

Panoramic glass roofs.
More than £100 after deducting your excess if the glass is replaced by a glass repairer not previously approved by us.
The first £25 of each glass repair carried out by a glass repairer not previously approved by us.
More than the market value of your vehicle at the time of the loss after deducting your excess.
Your policy in detail

We cover the following

We have approved. We have the right to choose which action to take in the case of any claim and we will do one of the following:
• repair the damage; or
• replace what is lost or damaged beyond economical repair; or
• pay you cash for the amount of the loss or damage.

4. New vehicle benefit

If your vehicle is stolen and not recovered or is damaged and the cost of repair will be more than 60% of the manufacturer’s list price (including vehicle tax and VAT) at the time of the loss or damage, we will replace your vehicle with a new vehicle of the same make and model.

If a vehicle of the same make and model is not available we will either:
• replace your vehicle with a new vehicle of the same make and the nearest equivalent model, specification and value; or
• pay you the last manufacturer’s list price for your vehicle.

If you request a cash settlement, and we agree, we will not pay more than the amount we would have paid if we had replaced your vehicle.

We will only replace your vehicle if you and any other known interested parties agree. The vehicle being replaced will become our property.

5. Claims outside the Direct Choice Claims Service repairer network

You may choose to make a claim for loss or damage to your vehicle under this policy without using the Direct Choice Claims Service repairer network (see pages 46 to 48 for details). If so you will need to notify us of the incident and you will not be entitled to any of the benefits of this service.

You will need to complete a claim form over the telephone and obtain an estimate for repair for our approval. Once approved, whether or not an inspection is required, we will authorise repairs subject to any excess that

We do not cover the following

Your vehicle if:
• it is more than 24 months old from the date of first registration; or
• you are not the first registered keeper; or
• the vehicle mileage is more than 12,000.

The 12,000 mile restriction does not apply to a loss within 12 months of your vehicle’s first registration.

The cost of delivering your vehicle to your home address after repair.
We cover the following

We will pay the cost of transporting your vehicle to the nearest competent repairer following an accident.

6. Replacement car cover

If your vehicle is damaged in circumstances that give rise to a valid claim under Part 1 of the ‘Loss or damage’ section of the policy, we will ask our nominated supplier to provide you with a replacement car.

The replacement car will be provided within one working day of repairs commencing, unless you agree an alternative date with us.

If you request a replacement car before repairs start because you believe your vehicle is immobile, and if we agree with you, we will arrange for a replacement car to be provided within one working day of our agreement.

We will automatically extend the cover provided by this policy to the replacement car that our nominated supplier provides. Our existing policy terms and conditions will apply unless our nominated supplier advises you that they are providing alternative insurance free of charge, in which case you will be advised of any differences in the terms, conditions and excesses that apply.

7. Medical expenses

If you, your driver or any of your passengers are injured in an accident involving your vehicle, we will pay you the medical expenses incurred.

8. Overnight accommodation

If you are deprived of your vehicle or unable to continue your journey as

We do not cover the following

The cost of a replacement car:

- after you have had the replacement car for 14 days, or any extended date we have agreed to; or
- when your vehicle has been repaired and is made available for you to collect or for us to re-deliver to you; or
- if you claim, or we offer to settle, under any new vehicle benefit clause that may apply; or
- if your vehicle is declared a total loss or is stolen and not recovered; whichever happens first.

Provision of a replacement car if the loss or damage happens outside of England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man.

Replacement car cover if you choose not to take advantage of the repairer network.

All fuel, fares, fines and fees relating to the replacement car whilst in your possession.

More than £300 for each injured person in your vehicle.

More than £500 for any one incident.
We cover the following

a result of loss or damage covered under Part 1 of the ‘Loss or damage’ section of this policy we will pay you in respect of:
- hotel expenses for occupants of the vehicle where loss of use necessitates an unplanned overnight stop; and/or
- travelling expenses for occupants of the vehicle.

You must pay for the accommodation or travelling expenses yourself and submit receipts for us to reimburse you.

9. Personal belongings, clothing and rugs
We will pay up to £1,000 for personal belongings, clothing or rugs in or on your vehicle, if they are lost or damaged due to fire, theft, attempted theft or an accident involving your vehicle.

We will increase the limit to £2,000 during the month of December to cover the gifts you buy and the gifts you receive.

We have the right to choose which action to take in the case of any claim and we will do one of the following:
- repair the damage;
or
- replace what is lost or damaged beyond economical repair;
or
- pay you the cash amount for the loss or damage.

If you do not own the property lost or damaged you may ask us to pay the compensation to the actual owner. The owner’s acceptance of payment will be the proof that we have met the claim.

10. Child car seats
We will pay the cost of replacing child car seats that are fitted in your vehicle if they are lost or damaged due to fire, theft, attempted theft or an accident involving your vehicle.

We will replace the child car seat with a new one of the same make and specification even if there is no apparent damage. If this is not available, then we will replace it with a child car seat of an equivalent specification.

We do not cover the following

Any expenses incurred for alcoholic drinks.

Overnight accommodation in England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man is not available if you choose not to take advantage of the Direct Choice Claims Service.

Any excess shown in the Schedule.

Money, stamps, tickets, documents or securities.
Goods, samples or tools carried in connection with any trade or business.
Wear, tear and depreciation.

More than £1,000 for any one incident other than during December when the limit will be £2,000.

Any gift where evidence of purchase cannot be produced.

Any excess shown in the Schedule.
Wear, tear and depreciation.
We have the right to choose which action to take in the case of any claim and we will do one of the following:

- replace what is lost or damaged; or
- pay you cash for the amount of the loss or damage.

11. Car-jacking and road rage

We will pay £500 if you or your spouse/domestic partner are physically assaulted:

- as a result of an aggravated theft or attempted theft of your vehicle; or
- following an accident involving your vehicle.

We will pay up to £150 for loss or damage to clothing or personal effects as a result of car-jacking or road rage.

The first £25 of each claim for clothing or personal effects.

More than £500 in respect of an assault.

Any claim under this section if you are not also claiming for loss of or damage to your vehicle under Part 1 of the ‘Loss or damage’ section of this policy.

An assault by anyone known to you or your spouse/domestic partner.

An assault that happens outside the territory.

If you have not reported the incident to the Police as quickly as possible and obtained a crime reference number.

If it is evidenced that you, your spouse/domestic partner or any passenger in your vehicle have said or done anything to cause or contribute to the assault following an accident involving your vehicle.

Where an article is under two years old and proof of purchase can be provided, we will pay the full replacement value subject to the policy limit. When proof of purchase cannot be provided and for articles over two years old, we will pay the value of the article as at the date of the loss or damage after allowing for wear and tear.

We will not pay claims under this section for loss or damage covered under any other insurance.
### Liability to others

This section should be read in conjunction with ‘General exceptions’ on pages 40 and 41, ‘General conditions’ on pages 42 to 45 and ‘How to make a claim’ on pages 46 to 48.

**We** cover the following

1. **Cover provided for you**
   - This **policy** covers **you** for all amounts which **you** legally have to pay as a result of an accident involving **your vehicle**, or trailer or caravan being towed by **your vehicle** at the time of the accident, for compensation for:
     - causing accidental bodily injury, disease or death of any person; or
     - the accidental damage to any Third Party property.

   The most **we** will pay for any one accident or series of accidents arising out of one event including all costs, expenses and indirect losses (other than those covered under Part 4 of the ‘Liability to others’ section) for damage to any other person’s property is limited to £20,000,000.

   The same cover will apply if **you** or **your spouse/domestic partner** named on your **Certificate of Insurance** are driving in the **territory** or any country listed within the ‘Use Abroad’ section of this **policy** or any other country where cover has been agreed and **we** have issued a Green Card, any other private car, which **your Certificate of Insurance** allows **you** or **your spouse/domestic partner** to drive, providing:
     - **you** or **your spouse/domestic partner** have the owner’s permission;
     - the other car is insured in its own right;
     - **you** or **your spouse/domestic partner** are not covered on any other insurance policy to drive the other car;
     - the other car is not owned by **you** or **your spouse/domestic partner** and is not hired to **you** or **your spouse/domestic partner** under a hire purchase or self-drive agreement; and
     - the **vehicle** insured under this **policy** is still owned by **you** or **your spouse/domestic partner** and has not been stolen or damaged.

**We** do not cover the following

This applies to all claims under Parts 1, 2 and 3 of the ‘Liability to others’ section:

- anyone who fails to keep to any of the terms, exceptions, conditions and **endorsements** of this **policy**;
- anyone entitled to cover under any other policy;
- liability for the death of or injury to any person, arising out of their employment, by any persons insured under this **policy** except as required under the Road Traffic Acts;
- loss of or damage to property belonging to, or in the custody or control of any person insured under this part of the **policy**;
- loss of or damage to any **vehicle** being used or driven under this part of the **policy**.
We cover the following

We do not cover the following

beyond repair.

2. **Cover provided for other people**
   If you give your permission, we will provide the same cover to the following people:
   - anyone you allow to drive your vehicle if allowed by your Certificate of Insurance;
   - anyone you allow to use your vehicle for social, domestic and pleasure purposes (this does not include driving);
   - any person travelling in or getting into or out of your vehicle;
   - your employer for any vehicle you, or they, use and which is covered by this policy. Your employer must have your permission and the driver and use must be allowed by your Certificate of Insurance.

3. **Cover provided for legal personal representatives**
   If anyone insured under the policy dies we will transfer to their estate the protection we provide under this policy.

4. **Legal expenses**
   If we agree, legal costs to:
   - represent any person insured under this policy at any coroner’s inquest or fatal accident inquiry;
   - defend any person insured under this policy in a court of summary jurisdiction in connection with any accident which you may be able to claim for under the ‘Liability to others’ section of the policy;
   - defend anyone insured under this policy if proceedings are taken against them for manslaughter or causing death by careless or dangerous driving or causing death while under the influence of drink or drugs, provided that the death(s) giving rise to the proceedings are covered under this policy.

Any costs where we have not given our prior written agreement to the legal costs.

We will not pay more than £5,000,000.
We cover the following

5. Emergency medical treatment

We will pay emergency treatment fees as required under the Road Traffic Acts.

We do not cover the following
Standard Personal Accident (Comprehensive policies only)

Accidental injury to you, your named spouse/domestic partner

This section should be read in conjunction with the ‘General exceptions’ on pages 40 and 41, ‘General conditions’ on pages 42 to 45 and ‘How to make a claim’ on pages 46 to 48.

Definitions (applying to this Part only)

<table>
<thead>
<tr>
<th><strong>Benefit</strong></th>
<th>The sum payable upon the happening of a death or an injury as a result of a motoring accident.</th>
</tr>
</thead>
</table>
| **Loss of eye or eyes** | The permanent and total loss of sight which shall be considered as having occurred  
  a. In both eyes if the insured person’s name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist  
  b. In one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen scale (meaning the insured person sees at 3 feet what they should see at 60 feet). |

We cover the following

- **Death**  
  Benefit we will provide under Standard Personal Accident cover  
  Death  
  Loss of sight in one or both eyes  
  Loss of or loss of use of one or more limbs  
  £5,000  
  £5,000  
  £5,000

We do not cover the following

- Any payment for **benefit** if the death or injury is caused by or as a result of:  
  • suicide or attempted suicide or self-inflicted injury;  
  • war;  
  • racing and other competitions;  
  • the injured person being at the time the injury happened under the influence of drink or drugs or having more alcohol in their body than the limits set down in the Road Traffic Acts.

The cost of obtaining any medical evidence to support your claim.

More than one **benefit** per injured claimant per incident.

Any payment for **benefit** under the ‘Standard Personal Accident’ section of this...
To qualify for the benefit

You or your named spouse/domestic partner must have:

- suffered the death or injury whilst travelling in or getting into or out of your vehicle; and
- suffered the death or injury as a result of a motoring accident involving your vehicle for which you are also claiming under this policy; and
- notified us of your intention to claim within 90 days of the motoring accident.

A doctor registered to practise in the territory must:

- confirm the extent of the injury; or
- certify the death was caused by the motoring accident.

The benefit will be paid direct to the injured persons or to their legal personal representatives.

We cover the following

We do not cover the following

policy if your Schedule shows you are covered under the 'Increased Personal Accident' section.

Payment of benefit under more than one policy if you or your named spouse/domestic partner hold any other car insurance policy with us.

Any disability which exists prior to an accident shall not count towards the benefit payable calculations.
Use abroad

This section should be read in conjunction with ‘General exceptions’ on pages 40 and 41, ‘General conditions’ on pages 42 to 45 and ‘How to make a claim’ on pages 46 to 48.

Countries for which a Green Card (International Motor Insurance Certificate) is not required

If you or your spouse/domestic partner are travelling with your vehicle and your trip is to any of the countries shown below, we will provide the cover shown in your Schedule. You no longer need to obtain a Green Card (International Motor Insurance Certificate).

<table>
<thead>
<tr>
<th>Andorra</th>
<th>Austria</th>
<th>Baltic States</th>
<th>Belgium</th>
<th>Bulgaria</th>
<th>Croatia</th>
<th>Czech Republic</th>
<th>Denmark</th>
<th>Estonia</th>
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<tr>
<td>Finland</td>
<td>France</td>
<td>Malta</td>
<td>Germany</td>
<td>Greece</td>
<td>Hungary</td>
<td>Iceland</td>
<td>Italy (inc. San Marino)</td>
<td>Latvia</td>
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<td>Lithuania</td>
<td>Luxembourg</td>
<td>Netherlands</td>
<td>Norway</td>
<td>Portugal (inc. Madeira)</td>
<td>Republic of Cyprus</td>
<td>Republic of Ireland</td>
<td>Romania</td>
<td>Serbia</td>
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<td>Switzerland</td>
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</tbody>
</table>

We will provide cover while your vehicle is being transported between any of these countries and the territory.

We will provide cover up to a total of 90 days in a year.

Countries for which a Green Card (International Motor Insurance Certificate) is required

Please contact Customer Services on 0800 088 888 if you wish to visit a country not listed above. Policy cover only applies when you obtain a Green Card (International Motor Insurance Certificate) from us. If we agree to provide you with a Green Card (International Motor Insurance Certificate) we will provide cover for the period shown and while you are in any country shown on the Green Card. We will also provide cover whilst your vehicle is being transported between any of these countries and the territory.

United Kingdom Delivery and Customs Duty

We will also pay costs we have authorised to:
- deliver your vehicle to your address in the territory if your vehicle cannot be driven because of loss or damage covered by this policy; and
- pay the amount of any customs duty you have to pay as a direct result of the loss or damage.
No Claim Discount

Standard No Claim Discount

If no claim or incident resulting in a claim has arisen under your policy during the previous year of insurance, your renewal premium will be adjusted in accordance with our current No Claim Discount scale applicable at your renewal date.

If one or more claims have been made or have arisen under your policy in any one period of insurance, your No Claim Discount will be reduced in accordance with our current scale for each claim made at your next renewal.

Your No Claim Discount entitlement will be shown in your Schedule.

You may not transfer your No Claim Discount to anyone else without our prior approval.

If you have a Comprehensive policy and you make a claim where full recovery of our costs is made, or you claim only for broken glass in your vehicle’s windscreen, windows or sunroof under Part 3 of the ‘Loss or damage’ section, your No Claim Discount will not be affected by that claim. If we pay emergency treatment fees under the Road Traffic Acts it will not affect your No Claim Discount.

Depending on the circumstances of your claims, we may increase your premium and/or apply additional terms to your policy.

The following table shows the effect on your No Claim Discount depending on the number of claims you make during the policy year where we cannot recover our costs. This is based on the No Claim Discount being unprotected.

<table>
<thead>
<tr>
<th>No Claim Discount years at inception/last renewal</th>
<th>No Claim Discount years at next renewal</th>
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<tbody>
<tr>
<td></td>
<td>NO CLAIM DISCOUNT NOT PROTECTED</td>
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<tr>
<td>If no claims made in preceding 12 months</td>
<td>If one claim made in preceding 12 months</td>
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</table>
Protected No Claim Discount – two claims in five years

You may be offered the option to protect your No Claim Discount. If you choose this option this means you will not lose your No Claim Discount if you make, or have made against you, up to two claims in any five year period.

If two claims are recorded against your policy in any five year period you will not lose any of your No Claim Discount. Any claims against your policy in excess of two in a five year period will be dealt with in accordance with our current scale.

If you make a claim your No Claim Discount will not increase for that policy year. Protected No Claim Discount does not protect your premium from any increase at renewal, but it does protect your No Claim Discount entitlement from being reduced, which means your No Claim Discount entitlement at the start of the policy year will be maintained and included in your renewal premium.

<table>
<thead>
<tr>
<th>NCD years at inception/last renewal</th>
<th>No claims* made in preceding 12 months</th>
<th>One claim* made in preceding 12 months</th>
<th>Two claims* made in preceding 12 months</th>
<th>Three claims* made in preceding 12 months</th>
<th>Four or more claims* made in preceding 12 months</th>
</tr>
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<tbody>
<tr>
<td>4</td>
<td>No more than one other claim* in the preceding 5 years</td>
<td>No existing claim* in preceding 5 years</td>
<td>One existing claim* in preceding 5 years</td>
<td>One existing claim* in preceding 5 years</td>
<td>One existing claim* in preceding 5 years</td>
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<td>10</td>
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</tbody>
</table>

*A claim where costs could not be recovered from a Third Party (other than a claim for broken glass in your vehicle’s windscreen, windows or sunroof under Part 3 of the ‘Loss or damage’ section of your policy or claims we have accepted as vandalism or uninsured driver claims.)

No Claim Discount protection no longer applies once there have been two or more claims* in the last 5 years.
Vandalism claims
(Comprehensive policies only)

We will not reduce your No Claim Discount under this policy for any claim we accept as caused solely by an act of vandalism when:
- you report the damage to the Police as quickly as possible;
- you provide us with a Police crime reference number and details of the Police station the crime was reported to;
- you pay the accidental damage excess shown in your Schedule; and
- the damage was not caused by another vehicle.

Vehicle sharing

Your policy also covers the use of your vehicle when contributions are received for the carrying of passengers for social or similar purposes, provided:
- your vehicle is not constructed or adapted to carry more than eight passengers (not including the driver);
- the passengers are not being carried in the course of a business of carrying passengers;
- the total contributions you receive for the journey do not involve any profit.

Vehicle service, overhaul or repair

The cover you have under this policy applies to you when your vehicle is in the hands of a motor trader carrying on a business from a motor trade outlet or premises for service, overhaul or repair.

On such occasions we will ignore the limitations about driving and use described in your Certificate of Insurance.

Uninsured driver claims
(Comprehensive policies only)

We will not reduce your No Claim Discount under this policy for any claim we accept as caused by an uninsured driver. To obtain this benefit you will need to provide:
- The vehicle registration number, make and model of the uninsured vehicle;
- The driver’s details, if possible;
- The names and addresses of any independent witnesses, if available.

Until we have confirmed that you have a valid claim under this section of your policy, you will have to pay your policy excess, and if your policy is due for renewal, you will temporarily lose your No Claim Discount. Once we have confirmed that you have a valid uninsured driver claim we will refund any excess paid and restore your No Claim Discount.

This cover excludes uninsured drivers of your vehicle.
Additional cover – Trailer Cover

Your Schedule shows if you are covered under this section of the policy. This section should be read in conjunction with ‘General exceptions’ on pages 40 and 41, ‘General conditions’ on pages 42 to 45 and ‘How to make a claim’ on pages 46 to 48.

For the trailer to be covered under this policy it is required to meet all the necessary regulations with regard to towing and needs to be fitted with a standard 50mm towball.

**We** cover the following

If your trailer is stolen or damaged we will:
- repair the damage; or
- replace what is lost or damaged beyond economical repair; or
- pay you cash for the amount of the loss or damage.

We have the right to choose which action to take in the case of any claim.

The maximum amount we will pay is the amount you declared to us your trailer to be worth or the market value, whichever is the less.

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**We** do not cover the following

Anything carried in or on the trailer.

Caravans, trailer tents, horseboxes, vehicle transporters, food bars and mechanically propelled vehicles.
Additional cover – Increased Personal Accident
(Comprehensive policies only)

Accidental injury to you, your named spouse/domestic partner

Your Schedule shows if you are covered under this section of the policy. This section should be read in conjunction with ‘General exceptions’ on pages 40 and 41, ‘General conditions’ on pages 42 to 45 and ‘How to make a claim’ on pages 46 to 48.

Definitions (applying to this Part only)

Benefit  The sum payable upon the happening of a death or an injury as a result of a motoring accident.

Loss of limb or limbs  The permanent and complete loss of limb or limbs by physical separation at or above the wrist or ankle or the permanent and complete loss of use of a limb or limbs.

Loss of eye or eyes  The permanent and total loss of sight which shall be considered as having occurred

a. In both eyes if the insured person’s name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist

b. In one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen scale (meaning the insured person sees at 3 feet what they should see at 60 feet).

Period of insurance  Dates as shown on your Certificate of Insurance.

Permanent total disablement  Disablement caused other than by loss of limb or eye, which has lasted for 52 consecutive weeks and will in all probability prevent the insured person from engaging in gainful employment of any and every kind for the remainder of their life.

If you or your named spouse/domestic partner, who you have declared as a driver under this policy, are killed or injured during the period of insurance as a direct result of a motoring accident involving your vehicle in the territory or any country listed within the ‘Use Abroad’ section of this policy or any other country where cover has been agreed and we have issued a Green Card you will qualify for personal accident benefit.

We cover the following

Any payment for benefit if the death or injury is caused by or as a result of:

• suicide or attempted suicide or self-inflicted injury;
• war;
• racing and other competitions;
• the injured person being at the time the injury happened under the influence of drink or drugs or having more alcohol in their body than the limits set down in the Road Traffic Acts;

The cost of obtaining any medical evidence to support your claim.

We do not cover the following
### Your policy in detail

**Benefit we will provide under Increased Personal Accident cover**

<table>
<thead>
<tr>
<th>Benefit Description</th>
<th>Benefit Amount (£)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accidental Death</td>
<td>£50,000</td>
</tr>
<tr>
<td>Permanent total disablement</td>
<td>£25,000</td>
</tr>
<tr>
<td>Loss of, or permanent total loss of use of, limb or limbs</td>
<td>£25,000</td>
</tr>
<tr>
<td>Total loss of sight in one or both eyes</td>
<td>£25,000</td>
</tr>
<tr>
<td>Total loss of hearing</td>
<td>£20,000</td>
</tr>
<tr>
<td>Total loss of speech</td>
<td>£20,000</td>
</tr>
<tr>
<td>Total organic paralysis</td>
<td>£20,000</td>
</tr>
<tr>
<td>Total loss of intellectual capacity</td>
<td>£20,000</td>
</tr>
<tr>
<td>Total loss of use of spinal column</td>
<td>£10,000</td>
</tr>
<tr>
<td>Loss of, or permanent total loss of use of:</td>
<td></td>
</tr>
<tr>
<td>One hand or one foot</td>
<td>£10,000</td>
</tr>
<tr>
<td>A thumb</td>
<td>£5,000</td>
</tr>
<tr>
<td>A finger</td>
<td>£2,000</td>
</tr>
<tr>
<td>A big toe</td>
<td>£5,000</td>
</tr>
<tr>
<td>Any other toe</td>
<td>£500</td>
</tr>
<tr>
<td>Internal organs Group One (lung, kidney(s), liver, large intestine, small intestine, stomach, bladder)</td>
<td>£5,000</td>
</tr>
<tr>
<td>Internal organs Group Two (spleen, gallbladder, pancreas)</td>
<td>£2,500</td>
</tr>
<tr>
<td>Fractured bones (a complete break in the full thickness of the bone):</td>
<td></td>
</tr>
<tr>
<td>Group One (pelvis, arm, leg, skull, vertebrae, jaw, knee, hand, facial bones excluding nose)</td>
<td>£500</td>
</tr>
<tr>
<td>Group Two (foot, shoulder blade, elbow, sternum, wrist, ankle, collar bone, coccyx)</td>
<td>£250</td>
</tr>
<tr>
<td>Group Three (any other body part including nose)</td>
<td>£100</td>
</tr>
<tr>
<td>Facial scarring</td>
<td>£500</td>
</tr>
<tr>
<td>Third degree burns</td>
<td>£2,500</td>
</tr>
<tr>
<td>Emergency physiotherapy and dental treatment</td>
<td>up to £250</td>
</tr>
<tr>
<td>Hospital cash £200 a night up to a maximum of 10 nights (minimum 2 nights)</td>
<td></td>
</tr>
</tbody>
</table>

**We cover the following**

More than one benefit per injured claimant per incident.

Any payment for benefit under the ‘Standard Personal Accident’ section of this policy if your Schedule shows you are covered under the ‘Increased Personal Accident’ section.

Payment of benefit under more than one policy if you or your named spouse/domestic partner hold any other car insurance policy with us.

Any disability which exists prior to an accident shall not count towards the benefit payable calculations.

**We do not cover the following**

- More than one benefit per injured claimant per incident.
- Any payment for benefit under the ‘Standard Personal Accident’ section of this policy if your Schedule shows you are covered under the ‘Increased Personal Accident’ section.
- Payment of benefit under more than one policy if you or your named spouse/domestic partner hold any other car insurance policy with us.
- Any disability which exists prior to an accident shall not count towards the benefit payable calculations.
To qualify for the benefit
You or your named spouse/domestic partner must have:
• suffered the death or injury whilst travelling in or getting into or out of your vehicle; and
• suffered the death or injury as a result of a motoring accident involving your vehicle for which you are also claiming under this policy; and
• notified us of your intention to claim within 90 days of the motoring accident.

A doctor registered to practise in the territory must:
• confirm the extent of the injury; or
• confirm the diagnosis of permanent total disablement; or
• certify the death was caused by the motoring accident.

In the event of permanent total disablement, payment will be deferred until 12 months of continuous disablement after the date of the motoring accident.

The benefit will be paid direct to the injured persons or to their legal personal representatives.
Additional cover – Legal Protection

Legal Protection cover is underwritten by Acromas Insurance Company Limited. Your Schedule shows if you are covered under this section of the policy. This section should be read in conjunction with ‘General exceptions’ on pages 40 and 41, ‘General conditions’ on pages 42 to 45 and ‘How to make a claim’ on pages 46 to 48.

Definitions (applying to this Part only)

**Appointed representative**
A solicitor, lawyer or appropriately qualified person, firm or company including us, instructed in accordance with Legal Protection Cover Condition – Representation.

**Disbursements**
Money spent by the appointed representative to manage your claim, but not including the appointed representative’s own fees.

**Event**
Either:
a) a motor accident; or
b) an incident resulting in a prosecution or summons that involves your vehicle insured by this policy.

**Inquiry**
An inquest held in a Coroner’s Court or Fatal Accident Enquiry into the insured person’s death; a Police investigation into an allegation made about the insured person which may lead to the insured person being prosecuted in a magistrates’ court or Crown Court or their Scottish equivalents.

**Insured person**
a) you; and/or
b) the authorised driver of your vehicle; and/or
c) any passenger in your vehicle, who at the time of the motor accident is travelling in, or getting into or out of your vehicle.

**Legal claim**
Preparing work for negotiating or defending the insured person’s legal rights in a court, tribunal or arbitration in the territory, including negotiating a settlement and any hearings.

**Legal costs**
All properly incurred and proportionate disbursements, fees and expenses, charged by the appointed representative, or incurred under any fixed recoverable costs scheme, whichever is the lesser.

Any opponent’s costs which the insured person has been ordered to pay by a court or other body, or we have authorised.

The insured person is not covered for:
• any damages, fines or penalties you have to pay;
• the cost of any Damage Based Agreement, or Conditional Fee Agreement, that you choose to enter with your appointed representative; or
• the cost of any After The Event insurance policy that you choose to enter with your appointed representative.

**Legal proceedings**
Action to be taken in a court when efforts to settle the insured person’s claim by way of negotiation have failed.

**Motor trader**
A person or persons actively operating a formal VAT registered business on a full or part-time basis for profit, either selling vehicles or providing a service relating to repair or maintenance of motor vehicles.
Purchase price  The price shown on the invoice as the cost of your vehicle including VAT.

Reasonable prospects  Where we consider there is a 51% and above chance of succeeding with the insured person’s claim and enforcing any award and that it would be reasonable to advise any private paying client in the same circumstances to pursue the claim.

Uninsured losses  One or more of the following arising directly out of an accident:
(i) The car insurance policy excess;
(ii) The cost of essential alternative transport;
(iii) Loss of earnings;
(iv) Essential out of pocket expenses;
(v) The cost of repairing the insured vehicle or its market value where the car insurance policy is not on a Comprehensive basis; or
(vi) Damages for personal injuries sustained in the accident by the insured and any other insured person (providing there is no conflict of interest).
We cover the following

Legal costs
The insured person’s legal costs up to £100,000 for uninsured loss recovery and £10,000 for prosecution defence that arise from the same event.

a) Uninsured loss recovery
The insured person’s legal costs, up to £100,000, to help the insured person recover any uninsured losses or compensation for death or personal injury as a result of a motor accident involving your vehicle that is insured by this policy, including making or defending an appeal.

To claim under this part of your policy call 0800 096 3609.

b) Motoring prosecution defence
Up to £10,000 of legal costs to represent or defend you and/or the authorised driver from prosecution because of the ownership or use of your vehicle and if you and/or the authorised driver are at risk of losing your and/or their driving licence, including making and defending an appeal.

To claim under this part of your policy call 0800 096 3609.

Please refer to the ‘Liability to others’ section of this policy for details of cover provided in respect of a civil claim where you are considered to be at fault for an accident.

We do not cover the following

a) Uninsured loss recovery
Any legal costs arising from:
• an event that occurred prior to the start date of this cover or outside the territory;
• an accident for which the driver or a passenger is legally liable;
• a dispute between the insured person and us, Direct Choice Insurance Services or Saga Group Limited;
• mechanical failure of your vehicle;
• your appointed representative’s costs where the amount in dispute relates to credit hire charges or credit repair costs;
• any additional legal costs incurred by any representative beyond those we would normally pay under Legal Protection Cover Condition – Representation.

b) Motoring prosecution defence
Any legal costs arising from:
• an event that occurred prior to the start date of this cover or outside the territory;
• a dispute between the insured person and us, Direct Choice Insurance Services or Saga Group Limited;
• the defence of the insured person in any civil claim arising from loss or destruction of or damage to any property, or from the death of or injury to any person;
• the prosecution of you and/or the authorised driver if their driving licence has been endorsed with six or more penalty points within the three years immediately prior to the offence date of this prosecution;
• your appointed representative’s costs where the amount in dispute relates to credit hire charges or credit repair costs;
We cover the following

Motor Trade Cover

Legal costs in respect of a legal claim, including making or defending an appeal, arising from a dispute under any contract made by you, or on your behalf, for:

1. buying your vehicle from a motor trader; or
2. the servicing or repair of your vehicle by a motor trader.

The most we will pay is:

- 100% of the purchase price of your vehicle for disputes under point 1. above; or
- the cost of the initial service or repair that has led to the claim under point 2 above.

To claim under this part of your policy call 0800 096 3609.

Driver Confidence

If you or the authorised driver are injured in an accident whilst driving your vehicle, we will pay the cost for a two-hour driver confidence course provided by the AA Driving School.

If you would like to take advantage of this benefit, you must notify us on telephone number 0800 302 9825 (open 9am-5pm Monday to Friday) within three months of the date of the motor accident. We reserve the right to ask for evidence of injury in respect of the claim, which if requested should be sent to

We do not cover the following

- any additional legal costs incurred by any representative beyond those we would normally pay under Legal Protection Cover Condition – Representation.

Any claim under this section of your policy reported to us more than 180 days from the date of the dispute unless reasonable prospects exist. If we accept your claim, we will not pay for any legal costs incurred as a result of your delay.

More than the claim limit shown as available under point 1. or point 2.

Any claim relating to:

- a contract or agreement which you made before the commencement of this Legal Protection policy unless it relates to the purchase of your vehicle and you became aware of the legal claim after commencement of the policy;
- a contract that you entered into outside the territory;
- a dispute between the insured person and us, Direct Choice Insurance Services or Saga Group Limited;
- the defence of the insured person in any civil claim or inquiry;
- any private prosecution brought by you;
- any legal costs which you incur before we have accepted your claim.

Any claim under this section of your policy not reported to us within 90 days of the accident.

Any costs:

- where the Direct Choice Car Insurance and/or Legal Protection additional cover were not valid at the time of the motor accident;
- where we have not been notified of the motor accident involving your vehicle;
We cover the following

PO Box 478, Ramsgate CT11 1BR.

If the claim is accepted, we will arrange for the AA Driving School to make direct contact to arrange the Driver Confidence lesson with one of their franchised instructors at a time and date to be mutually agreed. The instructor will be a self-employed franchisee of Automobile Association Developments Limited (the ‘AA Driving School’) and will provide the lesson subject to the terms and conditions of the lessons as set by AA Driving School (copies available on request).

We do not cover the following

- where we have not given our prior agreement to the course;
- for rebooking the Driver Confidence lesson if you or the authorised driver fails to attend the arranged lesson without prior notification, or cancels the lesson with less than 48 hours notice to the AA Driving School on the phone number on page 35;
- if medical evidence to support the claim cannot be provided; or
- for more than one two-hour driver confidence course per policy year.

You and/or the authorised driver if:

- you or they do not hold a full valid driving licence; or
- at the time the injury happened, you or they were under the influence of drink or drugs or had more alcohol in their body than the limits set down in the Road Traffic Acts.

Personal legal helpline

We have a team of legal experts on hand to take your call about any personal legal motor problems, any time. There is no limit to the number of calls you can make, or to the time your calls take. The service is confidential, free and is available 24 hours a day, 365 days a year. We offer advice relating to the laws of the territory.

To contact the team call 0800 074 8028.

The legal helpline is administered on our behalf by our nominated law firm.
Legal Protection Conditions

You should read these conditions carefully.

Representation

- Appointment of a representative

If the insured person’s legal claim has reasonable prospects, we will choose an appointed representative to act on the insured person’s behalf.

The arrangement we have with our appointed representatives does not restrict their independence and you will at all times receive the best advice for you.

The insured person may choose another representative if there is a conflict of interest with a representative appointed by us, or there is an inquiry or legal proceedings are about to be commenced.

- Using another representative

If the insured person does exercise their right to choose a representative:

i. the representative the insured person chooses will become the appointed representative.

ii. the insured person must notify us as soon as possible of the name, address and contact details of the appointed representative.

iii. the insured person will be required to ensure that the appointed representative complies as appropriate with the terms of this policy on their behalf by:

a) keeping us updated regularly with the progress of their legal claim;

b) keeping us informed regularly of legal costs incurred;

c) informing us of any settlement offers made to or by them; and

d) keeping us regularly updated and informed of other things regarding the conduct of their legal claim which may lead to an outcome or a cost that is not anticipated at the commencement of their legal claim.

With the insured person’s prior agreement we will be entitled to contact their appointed representative to discuss, and if possible agree, the rates that will be paid by us to the appointed representative for acting on the insured person’s behalf.

The amount that we will pay in respect of legal costs (meaning those properly incurred and proportionate fees and expenses charged by the appointed representative) shall not in any circumstances exceed hourly rates in line with those published in the Senior Courts Cost Office Guide for Summary Assessments of Costs which the insured person’s appointed representative will have readily available and which the insured person should ask to see. The rate applicable will be the guideline rate at the time the work was conducted, for the location in which the insured person’s appointed representative carries on business or on the insured person’s home address (whichever is the lower) and for the grade of fee earner which is appropriate for the nature or complexity of the case or task being performed.

If the insured person’s appointed representative refuses to accept the guideline rates, the insured person will be liable to pay the appointed representative any difference between what we pay and the amount sought by the appointed representative.

The appointed representatives are satisfied that there are reasonable prospects of the insured person retaining their driving licence.

The claim is decided by a court within the territory.

- Using the appointed representative:

a) We will be able to talk to the appointed representative at all times and get any information, report, document, correspondence or advice to do with a claim from them. However, if the appointed representative considers the insured person’s interest would be affected by giving any documents or information to us, we will not see them. The insured person must give the appointed representative instructions for this purpose.

b) We must be advised as quickly as possible if there are no longer reasonable prospects and no further legal costs should be incurred without our consent.
Your policy in detail

If the insured person withdraws a legal claim:

- The appointed representative will act for the insured person during their claim. If, at any stage, the insured person intends to withdraw instructions they should contact us as soon as possible in order for us to consider their intention and its potential result.

- If the appointed representative withdraws from a legal claim
  - If the appointed representative refuses to act for the insured person, you must tell us immediately. If this is for reasons related to the reasonable prospects of your claim or other reason relating to your entitlement to cover under this policy, you must tell us and give the appointed representative permission to share those reasons with us. If, after reviewing the information, any new representative confirms that the insured person’s legal claim still has reasonable prospects and you have otherwise complied with the policy conditions, the insured person will be entitled to appoint a new appointed representative in accordance with Legal Protection Cover condition – Representation.

Our rights

We are entitled to:

- take legal action at our expense and for our benefit, but in the insured person’s name, to recover any payment we have made under this policy;
- receive from the insured person any information we may need;
- liaise with the appointed representative and receive any information or documents relevant to the insured person’s claim;
- get the appointed representative’s opinion on the chances of the insured person’s case succeeding and any judgement being enforced; and
- decide not to commence or to terminate a legal claim at any time and pay the insured person up to or equal to the amount that they are claiming for or the amount being claimed against them. This condition does not affect your rights to take separate legal action or to complain to the Financial Ombudsman Service.

Withdrawal of assistance by us

We may at any time withdraw our support for the insured person’s claim:

- if we or the appointed representative decide that there are no longer reasonable prospects for success, or enforcement of any judgement or potential judgement are insufficient to justify our continuing support;
- if we or the appointed representative feel that the insured person’s interests are better served by other means;
- following the insured person’s refusal to accept any settlement of the insured person’s claim contrary to the recommendation of the appointed representative;
- if the insured person acts in a way which may prejudice the settlement of the insured person’s claim; or
- if the insured person fails to co-operate with us or the appointed representative or fails to follow their advice.

In that case, we will write and explain our reasons for withdrawing support and in the event of the insured person acting in a manner prejudicial to the insured person’s claim or failing to co-operate as stated above, we reserve the right not to meet any further legal costs or expenses incurred and to seek reimbursement from the insured person for all costs paid under the policy. If the insured person or we disagree, we can both refer the matter to arbitration.

Recovery of payments made

The payment of claims is dependent on:

- the insured person providing us and the insured person’s appointed representative with whatever information, documentation and help we need to enable us to recover for our benefit the amount of any payments under this policy; and
- where a person is ordered or agrees to pay the insured person’s legal costs and expenses, and compensation, either in full or by instalments, these instalments will be paid to us until we have recovered the total amount that the
other person was ordered or agreed to pay by way of legal costs and expenses charges.

Appointed representatives’ costs, witness costs and other expenses
We will not pay any costs and/or expenses:

a) which the insured person or anyone acting on the insured person’s behalf incurs before we have accepted the insured person’s claim;

b) as a result of the insured person failing to provide instructions or information to the appointed representative;

c) as a result of the insured person acting against the insured person’s appointed representative’s advice or in a way which may prejudice the settlement of the claim; or

d) as a result of the insured person or anyone acting for the insured person making a claim that is false or fraudulent in any way.

Arbitration
This policy wording advises when a dispute between you and us may be referred to an arbitrator.

Should arbitration be required, the matter may be referred to an arbitrator who will be a solicitor or barrister who you and we agree on in writing. If we cannot agree, the President of the local Law Society or the Bar Council will decide on an arbitrator. The decision of the arbitrator will be final and binding and he or she will decide who should pay the costs of the arbitration and resolving the disagreement. If costs are awarded against you, they are not covered under this policy.

This condition does not affect your rights to take separate legal action or to complain to the Financial Ombudsman Service.

Cancellation
Procedures are explained below dependent on who invokes cancellation.

a) The policyholder
   If you need to cancel this policy contact Direct Choice on 0800 088 888 or write to Direct Choice at Middelburg Square, Folkestone, Kent CT20 1AZ.

Where you cancel the Direct Choice Car Insurance policy this Legal Protection Cover will be cancelled on the same date.

You will, for a period of 14 days from the date you receive the policy documentation or the date you enter into the contract (whichever is later), have a right to cancel this policy and receive a refund. This refund will be subject to a charge for the period of cover you have received except where cover has not commenced prior to the end of this 14-day period, in which case you will be entitled to a full refund of the premium you have paid.

Beyond the above period, you may cancel this insurance at any time, but no refund will be provided to you.

b) The insurer
   We may cancel this insurance by sending at least seven days’ written notice to your last known address. A pro rata premium refund will be allowed from the date of cancellation, no deduction will be made for commission and a refund will be allowed regardless of whether a claim has been made under the policy.

Any such cancellation by you or us will not affect any rights and responsibilities arising before cancellation takes place.
General exceptions applicable to all of the policy

You are not covered for any of the following:

1. **Use of the vehicle**
   When your vehicle:
   - is being driven by or is in the charge of any person not allowed to do so under your Certificate of Insurance;
   - is being used other than for the purposes shown in your Certificate of Insurance;
   - is being driven with your permission by any person who you know has never held a driving licence; is disqualified from holding or obtaining a driving licence; or is breaking the conditions of their driving licence;
   - is towing for reward a caravan, trailer or disabled mechanically propelled vehicle;
   - is towing more than one caravan, trailer or disabled mechanically propelled vehicle at any one time.
   This exception does not apply if your vehicle is:
   - being serviced or repaired by a member of the motor trade;
   - stolen or taken away without your permission;
   - being parked by a car-parking service.

2. **Contractual liability**
   Any liability incurred as a result of an agreement or contract unless that liability would have existed otherwise.

3. **Indirect losses**
   Any losses that are not directly associated with the incident that caused you to claim, unless specifically stated in this policy.

4. **War**
   Any loss or damage caused by war, invasion, act of foreign enemy, hostilities (whether or not war is declared), civil war, rebellion, revolution, insurrection, military or usurped power.

5. **Terrorism**
   Any loss or damage caused by the use or threatened use of any action, force or violence by any person or group of people whether acting alone, or on behalf of any organisation or government committed for political, religious, ideological or similar purposes, including the intention to influence any government or to intimidate and/or put in fear the public or any section of the public except as required under the Road Traffic Acts or alternative applicable legislation in the territory in which the loss occurs.

6. **Riot and earthquake**
   Cover except under the ‘Liability to others’ section for any accident, injury, loss or damage caused by:
   - earthquake;
   - riot or civil commotion if it happens outside Gibraltar, England, Scotland, Wales, the Isle of Man or the Channel Islands.

7. **Radioactivity**
   Any loss, damage or legal liability directly or indirectly caused by:
   - ionising radiation or contamination by radioactivity from irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
   - the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of it.

8. **Use on airfields**
   Any liability, injury, damage or accident while the vehicle is parked or is being driven in any part of an airport or airfield set aside for:
   - moving, taking off or landing of aircraft;
   - aircraft parking areas and associated roads, and ground equipment parking, maintenance and refuelling areas;
   - Customs examination areas of passenger terminals.
9. **Pollution**
Liability for, death, injury, damage or loss caused directly or indirectly by pollution or contamination, unless the pollution or contamination is directly caused by a sudden, identifiable, unintended and unexpected event which happens during the period of cover.

*We* will treat all pollution or contamination which arises out of one event as having happened at the time the event took place.

This exception will not apply in circumstances where *we* have to meet any compulsory car insurance laws.

10. **Theft claims**
Any theft claim unless:
- *you* have reported the theft to the nearest Police authority as quickly as possible, preferably within 24 hours of discovery;
- *you* have obtained a police crime reference number and details of the police station the crime was reported to;
- *your vehicle* is fully locked and secured and any keys and/or any other device(s) that unlock *your vehicle* are removed when it is left unattended or unoccupied.

11. **Deliberate acts**
Any loss, damage, death or injury arising from a deliberate act of *you* or any driver insured to drive *your vehicle*.

12. **Confiscation**
Any loss or damage resulting from the legal confiscation of *your vehicle* by Customs and Excise, Police or any other Government Authority.

Please note: *Your Certificate of Insurance* cannot be used to secure the release of any vehicle, which has been seized by, or on behalf of, any government or public authority, other than *your vehicle* identified on *your Certificate of Insurance* by its registration mark.
General conditions applicable to all of the policy

You must comply with these conditions to have the full protection of your policy. If you do not comply with them, we may cancel the policy, refuse to deal with your claim or reduce the sum of any claim payment.

1. Your duty

The insurance cover this policy provides depends on the terms and conditions in this Policy Booklet, which must be read as one document with your Schedule and any endorsements. You must comply with these terms and conditions to have the full protection of your policy. If you do not pay a premium we will not provide cover from the date the premium was due.

It is your duty to provide us with correct information and to answer our questions with reasonable care and honestly, truthfully and completely. This includes information provided in respect of the age and identity of the drivers, claims and No Claim Discount entitlement, driving licences, motoring convictions and fixed penalty offences, vehicle modifications, mileage and use.

If you, or anyone acting for you, has deliberately misrepresented the answer to our questions, or misrepresented any answers provided to online questions by manipulating an answer and these answers would have:
- influenced our decision to provide you with insurance we would otherwise not have agreed to provide; or
- influenced the terms and conditions on which we have provided cover; or
- prevented us from charging the correct premium;
we will treat your policy as if it never existed and return any premium you have paid for the policy unless we have identified a false or fraudulent claim when General Condition 4 will also apply.

If the misrepresentation is not deliberate but is careless we will either:
- treat your policy as if it never existed and return any premium you have paid for the policy if we would not have accepted the risk had you given the correct information; or
- amend your policy details to record the correct information, apply any terms that would have been applied had you given the correct information, and charge and collect any additional premium due. Direct Choice will also charge an administration fee.

2. Your responsibility

a. Taking care of your vehicle

You must do all you can to protect your vehicle and its contents from loss or damage and keep and maintain your vehicle in a roadworthy condition. If we ask, you must let us examine your vehicle at a mutually convenient time.

Your vehicle must have a current MOT certificate if applicable.

b. Keeping your policy up to date

You must tell us of any changes in circumstances. Changes that must be advised include the following:
- change to the vehicle that you wish to insure under this policy – you will not be insured until a cover note or revised Certificate of Insurance has been issued;
- any change to your vehicle from the manufacturer’s standard specification;
- change of ownership of your vehicle;
- change of main user of your vehicle;
- change of address, including where your vehicle will be kept overnight and where you primarily reside;
- change to the use of your vehicle;
- change to your occupation or the occupations of any of the named drivers;
- change of drivers - you will not be insured until a cover note or revised Certificate of Insurance has been issued, unless your Certificate of Insurance already allows this;
- if you or any other named driver are advised by the DVLA or DVLNI that you and/or they cannot continue to drive, for example due to a medical condition.
Changes that must be advised when the **policy** is renewed include the following:

- change to the driver details, including details of any motoring conviction, pending motoring conviction or fixed penalty offence involving a driver;
- any change to **your** annual mileage.

This is not a full list and **you** should let **us** know if any of the details **you** have already given **us** change. Once **you** have told **us** about a change we will reassess **your** cover and premium. If **you** do not inform **us**, it is possible that a claim will not be covered.

### 3. Accidents and losses

Observeance by **you** or **your** legal representatives of the following requirements is a prior condition of **your** cover in respect of any claim made under **your** policy. If **you** do not observe them **we** have the right to refuse or withdraw cover for **your** claim.

**You** or **your** legal personal representatives must give **us** as quickly as possible full details of any incident which could lead to a claim under this **policy**. **You** must also send **us** unanswered any letters, notices, writs, summonses or any other documents **you** receive to do with the claim. If **you** know of any possible prosecutions, inquests or fatal accident inquiries **you** must tell **us** as quickly as possible in writing.

**You** must not admit responsibility or offer or promise anything without **our** written permission.

Anyone claiming cover under this **policy** must give **us** whatever information, documentation and help **we** need and continue to do so until the claim is concluded.

If, because **you** have not observed the terms of this condition, **we** withdraw cover for a claim that **you** and/or anyone insured by this **policy** is making but court proceedings are issued against **us** by the third party, their insurers or their representatives and **we** are legally required to settle the claims made or incur losses in defending the claims, **we** will seek to recover such losses **we** suffer from **you**.

If **we** wish **we** may take over and deal with **your** claim in **your** name. **We** may also pursue any claim to recover for our benefit any money **we** have paid out under this **policy**.

If at the time a claim is made under this **policy** any other policy exists that would cover the claim, **we** will pay only **our** share of the claim unless it says differently in this **policy**.

If **you** claim under this **policy** and **you** are paying **your** premium under an insurance credit scheme **we** may take from any claim settlement any amount **you** owe **us**.

If **we** provide a service that it subsequently transpires **you** are not entitled to, **you** may have to pay for the service provided.

If the law of any country in which **you** are covered by this **policy** says **we** must settle a claim which **we** would not otherwise have paid **we** can ask **you** or the person who incurred the liability to pay **us** that amount.

If **we** accept a claim for loss or damage to **your** vehicle but cannot agree the amount to be paid, **we** will pass the matter to an arbitrator. The arbitrator will be appointed in accordance with the law in force at the time. The arbitrator must have made a decision before **you** take legal action against **us**.

### 4. Fraudulent claims

If **we** discover that **you**, anybody insured by this **policy** or anyone acting for **you** has knowingly:

- made a fraudulent or false claim in full or in part or exaggerated the amount of the claim;
- misrepresented any answers to **our** questions or withheld any relevant information in order to influence us to accept a claim;
- provided false or invalid documents in support of a claim; or
- following an allegation or suggestion of fraud by **us** or another insurer, withdrawn a claim, had a claim refused or declined or had a policy cancelled or made void

**we** will investigate the claim and this could result in legal action by **us**.
We may:
– treat your policy as if it never existed from the date of the fraud or misrepresentation and retain any premium you have paid for these policies;
– serve you with a 7-day notice of cancellation on all other policies which you hold with us; and
– pass details to the Police and fraud prevention agencies.
or
– refuse to pay the whole of your claim if any part is in any way fraudulent, false or exaggerated and recover from you any costs that we have incurred.

5. Cancellation within the first 14 days

If you have paid your premium for your forthcoming renewal and wish to cancel before commencement you will be entitled to a full refund of this premium.

If you cancel your policy within 14 days of receiving your policy documentation and cover has commenced, we will give you a pro-rata refund of your premium based on the cover you have had. Direct Choice has the right to charge an administration fee. Details of the current fees can be found in your Schedule.

You can cancel your policy by contacting us on 0800 088 888 or by writing to us at Direct Choice Insurance Services Limited, Middelburg Square, Folkestone, Kent CT20 1AZ. Cancellation will take effect from the date we receive your notice to cancel, or a date in the future you have specified, but cannot be backdated.

If after 14 days you have not cancelled your policy, we will assume that you have accepted the terms and want your policy to continue for the agreed period of cover.

If you have selected ‘Additional cover – Legal Protection’, please be advised this cover will automatically be cancelled at the same time.

6. Cancellation rights

If this policy does not meet your needs you have the right to cancel it at any point by contacting us on 0800 088 888 or by writing to us at Direct Choice Insurance Services Limited, Middelburg Square, Folkestone, Kent CT20 1AZ. Cancellation will take effect from the date we receive your notice to cancel, or a date in the future you have specified, but cannot be backdated.

Provided full recovery of our costs has been made on any claims that have occurred (excluding any glass claim) in the current period of insurance, you will be entitled to a pro-rata refund of your premium based on the cover you have had. You will not be entitled to any refund if a claim has not been settled and full recovery made.

We may cancel this policy by giving you seven days’ notice by recorded delivery letter to your last known address.

This policy may be cancelled if:
• you do not pay any policy premium requested or, if applicable, stop paying the instalment premiums;
• your insurance details change such that they no longer meet our acceptance criteria;
• your vehicle has been the subject of a total loss claim because it was written off or stolen and you have not advised us of a replacement vehicle to be covered under this policy;
• you fail to provide further information or documentation we have requested in writing:
   – in support of your insurance application, renewal or adjustment you wish to make to your policy including but not limited to proof of your No Claim Discount, evidence of your annual mileage, copies of driving licences, evidence of vehicle ownership;
   – to assist us handle a claim that is being made;
• we act under General Conditions 1 – Your Duty or 4 – Fraudulent claims; or
• we discover that you have used fraud to obtain another policy underwritten by us and/or to make a claim under another policy that we underwrite.

We will remove your vehicle details from the Motor Insurers’ Database and refund to you the unused part of your premium unless we have paid your total loss claim, or we have acted under General Condition 4 – Fraudulent claims.

Direct Choice will charge an administration fee. Details of the current fees can be found in your Schedule.

If you have selected ‘Additional cover - Legal Protection’, please be advised this cover will automatically be cancelled at the same time and the premium is non-refundable.
Useful claims information

How to make a claim

1. If the event is covered, or if you are in any doubt, call the Direct Choice Claims Line on 0800 302 9797 to advise us of your claim, as soon as possible. Assistance is available on this number 24 hours a day, seven days a week.

Please advise us of your policy number and we will confirm the benefits available to you, as according to your Schedule and the cover that you have chosen. Whenever possible, we will complete all the details needed to conduct the claim in this telephone conversation.

You must provide us with your personal details, those of the driver, full details of the incident and any other parties involved.

If your vehicle is damaged you must do what you can reasonably do to protect your vehicle and its accessories.

If the loss or damage that happens to your vehicle is not covered by this policy because you have not arranged Comprehensive cover, but is the responsibility of an identified Third Party, we may be able to provide some assistance to help you recover your losses. If we can offer this assistance we will tell you when you register your claim with us.

2. After your call, one of several things will happen and your claims handler will guide you. We have the right to choose which action to take in the case of any claim and we may arrange to:
   - repair the damage; or
   - replace what is lost or damaged beyond economical repair; or
   - pay you cash for the amount of the loss or damage.

If we ask, you need to give us any evidence to support your claim. We will confirm exactly what we need. Sometimes we will need to ask an independent loss adviser to help us deal with your claim. If so we will tell you and arrange for the loss adviser to visit you. The loss adviser’s role is to assess the claim, confirm what action you need to take and recommend to us how to deal with the claim.

3. Please read the ‘Accidents and losses’ section of the ‘General conditions’ on page 43 for details of the claims conditions.

Getting your vehicle repaired

If your vehicle needs to be repaired we have a nationwide network of repairers who can arrange to start work on your damaged vehicle without delay. Once we have taken details of your claim, we will contact the nearest network repairer for you. Our network repairers may not be able to deal with all types of vehicles, e.g. motorhomes, in which case we will ask you to obtain an estimate from a repairer of your choice.

Collection and delivery to your home can be arranged if required. Under our network repairer scheme there is no need for you to obtain repair estimates. The network of repairers has been specially chosen by us to ensure a high standard of service and provide high quality repair work, with a five year warranty.

Replacement car to keep you mobile

If you have Comprehensive cover and as part of a valid claim your vehicle is being repaired by one of our network repairers following an accident, we will ask our nominated supplier to provide you with a car to keep you mobile while repairs are carried out.

When repairs are complete

The repairer will let you know when your vehicle can be collected or delivery arranged. If you have a replacement car this must be returned at the same time. When you collect your vehicle you will need to pay the repairer any policy excess and/or contribution, which may be applicable.
If your vehicle is a total loss
If your vehicle is irreparable or damaged beyond economical repair it will be considered a total loss. Once this is determined we will immediately move your vehicle to a place of free storage, so please ensure that wherever possible all your personal effects are removed from your vehicle. You should note that all total loss vehicles are placed on an industry-wide register to guard against fraud and this information is shared between insurance companies.

Please remember that you are responsible for paying any excess that applies to your claim. The excess is the first amount of each claim you have to pay.

Before settlement is made you will need to provide us with:

- the vehicle registration document;
- the vehicle MOT test certificate;
- all sets of vehicle keys;
- the vehicle purchase receipt;
- details of any outstanding finance relating to the vehicle;
- any other documentation that you may wish us to take into account, such as the vehicle’s servicing history.

You will be contacted to agree a valuation for your vehicle (we may require your vehicle to be inspected by an engineer) subject to deduction of any applicable policy excess and outstanding finance on your vehicle. Once you have accepted this amount and subject to all information and documentation being in order, we will issue you with a payment, and the vehicle will become our property.

Policy continuation following a total loss
We will not cancel your policy for a period of 30 days from the date of settlement of your total loss claim to allow you time to purchase a replacement vehicle to cover under this policy. If you have no vehicle to cover after this period your policy will be cancelled.

If your vehicle is stolen
If your vehicle is stolen and recovered with damage, it will either be repaired or a total loss payment made in the manner already described. If the vehicle is not recovered this will also be treated as a total loss. We may arrange for our representative to visit you to help us with our investigation of theft claims.

Cherished or personal plates
If your vehicle is stolen and not recovered or rendered a total loss, you should contact DVLA or DVANI at the earliest opportunity to make the necessary arrangements to transfer the plate to a replacement vehicle. Please note that failure to do so may result in you losing the right to retain the cherished or personal plate.

If a third party is involved
DO NOT ADMIT LIABILITY. Please obtain names, addresses and telephone numbers of those involved (e.g. drivers, passengers, pedestrians and witnesses). Please also obtain insurance details for any vehicles involved and offer your insurance details to anyone involved in the accident. Forward any third party correspondence to us unanswered. Do not attempt to deal with any claim yourself unless agreed by us.

Glass repair and replacement
If you have Comprehensive cover we will cover loss of or damage to your vehicle’s windscreen, windows and glass sunroof (excluding panoramic glass roofs, which are covered under Part 1 of the ‘Loss or damage’ section of this policy) and any damage to the bodywork, which is caused by the broken glass. Call the Direct Choice Glass Line on 0800 096 3609. If the glass is replaced by a glass repairer not previously approved by us, we will not pay more than £100 after deducting your excess. If you are abroad please call +44 1303 757242.

Glass damage can often be repaired if you act quickly and call the Direct Choice Glass Line as soon as possible. Simply produce your current Certificate of Insurance at the time of repair. No excess will apply and there will be nothing to
pay. If the glass is repaired by a glass repairer not previously approved by us, we will not pay the first £25 of each repair.

If the glass has to be replaced, the Direct Choice Glass Line will arrange a convenient time and location to replace your glass. You will need to produce your Certificate of Insurance and have to pay any excess that applies.

Please remember that you are responsible for paying any excess that applies to your claim. The excess is the amount of each claim you have to pay and you will need to pay this once the work has been carried out.

**Your No Claim Discount and excesses**

Glass claims (see Part 3 ‘Broken Glass’ of the ‘Loss or damage’ section for full details and any exclusions), valid uninsured driver claims, vandalism claims, and claims where a full recovery of our costs has been made, will not affect your No Claim Discount. If your policy is due for renewal before it has been confirmed that the claim is a valid uninsured driver or vandalism claim, or that we will make full recovery of our costs, your No Claim Discount may be temporarily affected.

Once we have confirmed that the claim is a valid uninsured driver or vandalism claim, or that we will make full recovery of our costs, your No Claim Discount will be restored and any associated premium reduction will be backdated to the date the No Claim Discount was affected. We will also refund any excess paid as a result of an uninsured driver claim.
<table>
<thead>
<tr>
<th>Helplines Please have your policy number to hand when calling.</th>
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<tr>
<td><strong>Customer service</strong></td>
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<td>For questions about your policy</td>
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<td>From the UK</td>
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<td>From abroad</td>
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<td>Opening times</td>
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<td><strong>Claims</strong></td>
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<tr>
<td>For new claims</td>
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<tr>
<td>Monday to Friday 8.30am-7pm, Saturday 8.30am-3pm</td>
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<tr>
<td>24 hours a day, 7 days a week</td>
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<tr>
<td><strong>Direct Choice Glass Line</strong></td>
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</tbody>
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If you have a hearing or speech impairment, you can contact us by e-mailing dda@directchoice.co.uk

Direct Choice Insurance Services Ltd is registered in England and Wales (Company No. 5522196).

Registered Office: Enbrook Park, Sandgate, Folkestone, Kent CT20 3SE. Direct Choice Insurance Services Ltd is authorised and regulated by the Financial Conduct Authority.

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