Policy Document

MARKERSTUDY INSURANCE SERVICES LIMITED

Private Car Insurance

To make a claim, visit **claims.markerstudy.com** or call **0344 873 8183** (UK), **0044 344 873 8183** (abroad)

Contents

Clicking on the underlined text will take **you** directly to the pages. **You** can navigate back to these contents from any page (see link in top right hand corner of each page, starting from page 4).

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Important

Guidance notes

There are useful guidance notes shown in shaded boxes throughout the policy document. The guidance notes do not form part of the insurance contract but are there to help **you** understand it. **You** should always read the guidance notes with the whole of the policy document.

End of Section

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How to make a claim

If **you** have had an **incident** in **your vehicle** please visit:
claims.markerstudy.com

or call the 24-hour Claims Helpline:
0344 873 8183

Where possible, please make contact within 24 hours of the **incident**, but ideally within 1 hour.

If **you** use one of **our approved repairers**, **you** may be entitled to a FREE **courtesy car**, FREE collection and delivery, and **we** can provide a windscreen repair/replacement service.

Please have **your** policy number to hand. This can be found on **your certificate of motor insurance** or **policy schedule**.

End of Section

Support contacts

If **you** would like to receive this policy wording in a printed policy book or an alternative format, such as large print, audio or braille, please email **our** Policy Document Request team at: **PDR@markerstudy.com**

Please include **your** name, postal address and policy number.

Helplines

The following Helplines are here if **you** need support or advice with mental health, debt or bereavement issues.

These services are not connected in any way with Markerstudy Insurance Services Limited or **your** authorised insurer. **We** cannot be held responsible for the advice given.

- **https://www.nhs.uk/mental-health/**
- **www.moneyhelper.org.uk/debt-advice-locator**
- **https://www.gov.uk/browse/births-deaths-marriages/death**
- Cruse Bereavement Support: **0808 808 1677**
- Bereavement Advice Centre: **0800 634 9494**

End of Section

Introduction to your policy

Thank you for taking out an insurance policy arranged by Markerstudy Insurance Services Limited on behalf of your authorised insurer.

A little about us

Hello, **we** are Markerstudy Insurance Services Limited (MISL).

MISL is the UK's largest Managing General Agent (MGA)* and specialise in providing motor insurance products through **insurance intermediaries**. At MISL **we** protect millions of policyholders in the UK.

MISL supplies **your insurance intermediary** with insurance products, including the policy **you** have bought, and manage the claims process on behalf of the insurer.

If **you** do need to make a claim, **we** will process the claim and support **you** through the claims journey.

MISL is part of the Markerstudy Group, established in 2001, the group includes several of the best-known insurance brands in the UK.

* According to the MGAA as of 01.09.23.

What is the difference between an insurance intermediary and an MGA?

An MGA (Managing General Agent) acts with the insurer's authority to accept **your** insurance request. They are able to adjust premiums and policy coverage based on their assessment of **your** insurance needs from the information **you** provided **your insurance intermediary**. An MGA can produce and issue insurance policies and documentation on the insurer's behalf.

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Introduction to your policy continued

Detailed information

We have tried to make this document as clear and simple to understand as possible, but **we** do have to include some information that can appear to be on the detailed side.

This policy document is evidence of a legally binding contract of insurance between **you** (the Insured) and **us** (Markerstudy Insurance Services Limited acting on behalf of the authorised insurer). Details of the insurer can be found on **your certificate of motor insurance**.

When taking out this policy and throughout the period of cover please, make sure that:

- **You** have thought carefully about the answers **you** have given to any questions asked.
- That those answers, to the best of **your** knowledge, are honest, truthful and accurate.
- If any other person has answered any questions for **you** that those answers have also been honest, truthful and accurate.

The information that **you** have supplied when taking out this insurance policy is shown on **your** application form. This also includes any more information given either verbally or in writing by **you** or on **your** behalf.

You should keep a record of all information (including copies of letters, emails and texts) supplied when taking out this insurance.

Guidance notes – Your policy documents

We would recommend that **you** show a copy of the documents mentioned within this 'Introduction to your policy' section to any other drivers covered by this policy. It is important that they are also made aware as to what this policy will and will not cover.

Continued on next page

Introduction to your policy continued

Under the Consumer Insurance (Disclosure and Representations) Act 2012 – www.legislation.gov.uk/ukpga/2012/6/contents **your** failure to take reasonable care to avoid misrepresentation in relation to the information provided could result in **your** policy being cancelled or **your** claim being rejected or not fully paid.

Misrepresentation means, when taking out this policy or at any time during the **period of insurance** that:

- **You** knew an answer **you** have supplied to **us** is untrue or misleading, or
- **You** did not care whether or not the answer **you** supplied to **us** was untrue or misleading.

Please make sure that **you** read all of the following documents and make certain they give **you** the cover **you** want:

- This policy document. This document explains what **your** insurance policy does and does not cover.
- The **policy schedule**, which contains **your** name and address, details of **your vehicle** and which sections of this policy apply. It also details any amount of money **you** have to pay (the **excess**) towards a claim, along with any changes to the policy wording (**endorsements**).
- The Insurance Product Information Document (IPID). This document gives a brief explanation of what is and is not covered and any restrictions to the cover. It also advises what **we** expect of **you**, how **you** can pay for **your** policy and how **you** can cancel the policy.
- The **certificate of motor insurance** which is legal evidence of **your** insurance and forms part of this contract of insurance. It shows **your vehicle's** registration number, who may drive it and what it may be used for.

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Introduction to your policy continued

We have arranged to insure **you** against injury to other people and damage to their property. **We** will also pay for theft of or damage to **your vehicle** if **you** bought Comprehensive cover. For Third Party, Fire and Theft cover **we** will pay for the theft of or fire damage to **your vehicle.**

You must pay attention to the information supplied within this document and fully understand what **you** can and cannot do when **you** are in charge of or driving **your vehicle.**

You must also pay for this policy when requested to do so.

Failure to follow this policy document or pay **your** premium may mean that **your** policy is cancelled and leave **you** with no insurance cover.

Nobody other than **you** (the Insured), **us** (MISL) or the authorised insurer has any rights that they can apply under this policy other than those rights that any party has under road traffic law.

The law of England and Wales will apply to this contract unless **you** and **we** agree differently. Alternatively, if during the **period of cover** **you** are a resident of (or, in the case of a business, the registered office or main place of business is situated in) Scotland or Northern Ireland, (unless agreed otherwise) the law of that country will apply.

The terms and conditions of this policy and all other information concerning this insurance are written in the English language and will continue so for the duration of the policy.

Signed for and on behalf of the Insurers by:

Gary Humphreys
Group Chief Underwriting Officer
Markerstudy Insurance Services Limited

Markerstudy Insurance Services Limited is registered in England and Wales (No. 2135730) and authorised and regulated by the Financial Conduct Authority (No. 475572). Registered office 45 Westerham Road, Bessels Green, Sevenoaks, Kent TN13 2QB

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Introduction to your policy continued

Several Liabilities Notice

Your cover is provided either fully by an individual authorised insurer or through a coinsurance arrangement with more than one insurer, having agreed to cover a share of the costs should a claim arise. No individual insurer is liable for any amount beyond its agreed share but collectively **your** insurance cover will amount to 100%. If one of the insurers does not for any reason satisfy all or part of its obligations the other insurer(s) will not be responsible for the defaulting insurer's obligations.

Financial Services Compensation Scheme

You may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) if an authorised insurer cannot meet its liabilities under this policy. Details relating to the FSCS can be found on page 76 of this document.

End of Section

What words mean

The words or phrases shown below have the same meaning whenever they appear in this policy document or in the **certificate of motor insurance**, **policy schedule** or **endorsements**. So that **you** can easily identify these words and phrases, they are shown in bold font throughout this policy document. Some wordings have their meaning shown within the section to which it applies.

Accessories

Items that are kept on or in **your vehicle** but are not directly related to its function as a vehicle such as mats, seat covers and window blinds. For the benefit of this definition, **we** also include charging cables for electric vehicles which meet UK safety standards as an accessory.

Accessories do not include trailers, **personal belongings**, mobile phones, audio, navigation or entertainment equipment.

Advanced Driver Assistance Systems (ADAS)

Electronic systems fitted to **your vehicle** that will assist the control of **your vehicle**.

Approved repairer

A motor vehicle repairer selected and approved by **us** to carry out vehicle repairs on **our** behalf.

Automated vehicle

A vehicle listed as an automated vehicle under the Automated & Electric Vehicles Act 2018 that is legally able to drive itself. This includes any vehicle that has been adapted or modified to drive itself whether authorised by the manufacturer or not.
https://www.legislation.gov.uk/ukpga/2018/18/contents

Please refer to **our** Guidance notes – Automated vehicles – page 14.

Certificate of motor insurance

A document, which is legal evidence of **your** insurance and forms part of this contract of insurance. It shows **your vehicle's** registration number, who may drive it and what it may be used for. The certificate of motor insurance must be read with this policy document.

Computer system

Any computer, hardware, software, application, process, code, programme, information technology, communication system or electronic device operated by or connected to **your vehicle**.

Courtesy car

A car loaned to **you** by one of **our approved repairers** whilst **your vehicle** is being repaired following a valid claim under Section A – If your vehicle has been in an accident or damaged – page 37 or Section B – If your vehicle has been stolen or damaged by fire – page 38 of this insurance.

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What words mean continued

Data

Information, facts, concepts or code used, accessed, processed, transmitted or stored by a **computer system**.

Endorsements

A change in terms of this insurance, which replaces or alters the standard insurance policy wording.

Excess

An amount **you** have to pay towards the cost of a claim under this insurance. **You** have to pay this amount regardless of the circumstances leading to the claim.

The amount of any excess payable is either shown within this document or **your policy schedule.** Please refer to the Guidance notes – Understanding your excesses – page 18 for further details.

Geographical limits

England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

Incident

An event involving **your vehicle** which may lead to a claim being made on **your** policy.

Insurance intermediary

The intermediary, also sometimes referred to as a broker, who has placed this insurance with **us**, acting on **your** behalf as **your** agent and through whom all matters concerning this insurance are handled.

In-vehicle entertainment, communication and navigation equipment

Permanently fitted audio, visual, navigation and communication devices designed to use **your vehicle** as its sole source of power.

Please note: Portable items such as radar detection equipment, personal digital assistants or portable GPS navigators, cassette tapes, memory cards, compact discs or DVDs are not included within this definition.

Key

Any key, key fob, device or code used to secure, gain access to, or to start **your vehicle** so that it can be driven.

Market value

The cost of replacing **your vehicle** within the **geographical limits** at the time of loss or damage compared with one of the same make, model, specification and condition. The market value will be assessed by an experienced motor vehicle engineer and by using published trade guides to assist with their valuation. Please note, the market value **we** place upon **your vehicle** may not be the same value **you** declared when taking out this insurance.

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What words mean continued

Over The Air (OTA) updates

Any method of making **data** transfers to or from **your vehicle** wirelessly instead of using a cable or other local connection.

Partner

Your husband, wife, civil partner, common law partner or someone **you** are living with as if **you** are married to them.

Period of Insurance

The period between the effective date and expiry date shown on the **policy schedule.** If **your** policy is not renewed with **us**, cover will stop at the end of the period of insurance.

Policy schedule

The policy schedule forms part of this policy. Please read it carefully as it defines the cover **you** have under this policy. The document contains details such as the policyholder, **your vehicle**, **excesses** and **endorsements.**

Roadworthy

Your vehicle must be in such a condition that its use on the road would not endanger the driver, passengers, other road users or pedestrians.

Please refer to **our** Guidance notes – Check your vehicle is safe to drive – page 15.

Third party

Any person, including the legal owner of **your vehicle**, who makes a claim against anyone insured under this policy.

Total loss

Means that **your vehicle** has been damaged beyond economic repair. This means that **we** would not repair **your vehicle** but offer **you** a payment based on its **market value**, minus any **excess.**

Unattended

Where no one is sitting in **your vehicle** or able to prevent unauthorised access to **your vehicle.**

We/Us/Our

Markerstudy Insurance Services Limited for and on behalf of the authorised insurer as specified in the **certificate of motor insurance.**

Widespread cyber attack

Any unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or by threat or hoax involving access to, processing of, use of or operation of any **computer system** and **data** that affects other vehicles as well as **your vehicle.**

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You/Your

The insured policyholder named in the **policy schedule** and **certificate of motor insurance**.

Your vehicle

The motor vehicle, the details and registration number of which are shown in the **policy schedule.** Permanently fitted **accessories** are included within this definition.

Guidance notes – Automated vehicles

An autonomous vehicle is one that can drive itself from a starting point to a predetermined destination in “autopilot” mode using various in-vehicle technologies and sensors, including adaptive cruise control, active steering (steer by wire), anti-lock braking systems (brake by wire), GPS navigation technology, lasers and radar.

What is a fully automated vehicle?

A vehicle that is fully automated will be capable of controlling all aspects of driving without human intervention, regardless of whether its design includes controls for an actual driver. Vehicle manufacturers may take different design approaches to vehicles that do or do not include controls allowing for a traditional driver.

Continued on next page

What words mean continued

Guidance notes – Check your vehicle is safe to drive

You're responsible for making sure **your vehicle** is always safe to drive ('**roadworthy**'). It can be unsafe even if **you** have a current MOT certificate.

If **you** are in any doubt as to whether **your vehicle** is **roadworthy** then consult a vehicle mechanic without delay and do not drive **your vehicle**.

You can be fined, be banned from driving and get penalty points on **your** driving licence for driving a vehicle in a dangerous or unroadworthy condition.

Checks you should carry out

Every time **you** drive **you** should check:

- The windscreen, windows and mirrors are clean
- All lights work
- The brakes work.

Your vehicle's handbook will tell **you** how often to check the:

- Engine oil
- Water level in the radiator or expansion tank
- Brake fluid level
- Battery
- Windscreen and rear window washer bottles – top up with windscreen washer fluid if necessary
- Tyres – they must have the correct tread depth and be free of cuts and defects.

Your vehicle's handbook will also tell **you** when **your vehicle** needs to be serviced.

Tyre tread

Tread must be a certain depth depending on the type of vehicle:

- Cars, light vans and light trailers – 1.6 millimetres (mm)
- Motorcycles, large vehicles and passenger-carrying vehicles – 1mm
- There must be tread across the middle three-quarters and around the entire tyre.

End of this section

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Which sections of the policy apply to you

Your policy schedule will show whether **you** have selected Comprehensive, Third Party Fire & Theft or Third Party Only cover.
The sections of this Private Car Insurance Policy that apply for each level of cover are as shown below. Any change to **your** policy cover (known as an **endorsement**) will be shown on **your policy schedule.**

Policy section		Comprehensive	Third Party Fire & Theft	Third Party Only
Section A	If your vehicle has been in an accident or damaged	✓		
Section B	If your vehicle has been stolen or damaged by fire	✓	✓	
What we won't pay for – Sections A & B		✓	✓	
Section C	Injury to other people or damage to their property	✓	✓	✓
What we won't pay for – Section C		✓	✓	✓
Section D	Keeping you on the road – supplying you with a courtesy car	✓		
Section E	Injury to you following an accident	✓		
Section F	If your personal belongings are stolen or damaged	✓		
Section G	Medical expenses	✓		
Section H	If the glass on your vehicle is damaged	✓		
Section I	If your vehicle keys are lost or stolen	✓		
Section J	If you want to use your vehicle abroad	✓	✓	✓
Section K	Your No Claim Discount explained	✓	✓	✓
Section L	Protecting your No Claim Discount explained	*	*	*
Section M	Uninsured driver promise	✓		
Section N	Vandalism promise	✓		
Section O	Emergency transport & accommodation	✓		
Section P	Child seat cover	✓		
What we won't pay for		✓	✓	✓
What we expect of you		✓	✓	✓
How to make a complaint		✓	✓	✓
How we use your information		✓	✓	✓
Claims – How to make contact with us		✓	✓	✓

* Section L may also apply if shown on **your policy schedule.**

End of this section

A brief explanation of the cover provided by your policy

Definitions

The words or phrases shown here or in the What words mean – page 11 have the same meaning whenever they appear in this table. So that **you** can easily identify these words and phrases, they are shown in bold font.

Excess

Means the amount **you** have to pay towards the cost of a claim. **You** have to pay this amount regardless of the circumstances leading to the claim other than for claims made under Section M – Uninsured driver promise – page 62. **You** may be able to claim part or all of the excess payment back, usually from the insurer of the **third party**, if somebody else is at fault for causing the **incident**.

No Claim Discount

Means the proven number of years **you** have driven without making a claim. **We** give **you** a discount on **your** premium based on the number of claim free years **you** have. The number of claim free years **you** have is usually shown on the renewal notice from **your** previous insurer. Please refer to Section K – Your No Claim Discount explained – page 59 for full details.

Period of insurance

Means the period between the effective date and expiry date of **your** policy as shown on the **policy schedule**.

The table on page 19 shows the significant features, cover benefits, limits and **excesses** that apply to the cover **you** have selected as shown in **your policy schedule**.

This summary of cover has been produced to allow **you** easy reference to **your** policy cover but to fully understand **your** policy cover **you** should read this document in full.

This policy, depending on cover selected, will pay for accidental damage to **your vehicle** including where caused by fire, theft or malicious damage.

This policy will not pay for damage caused as a result of mechanical or electrical breakdown. General wear and tear to vehicle parts such as tyres and exhaust systems where they are worn out are also not covered by this policy.

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A brief explanation of the cover provided by your policy continued

Guidance notes – Understanding your excesses

If **you** make a claim under **your** policy, then **you** may be required to pay an **excess.** In certain circumstances **you** may have to pay more than one **excess** and the value of these will be added together to make a total **excess.**

This guidance note explains the different types of **excess** that apply to this policy. **You** may not have to pay all of the **excesses** mentioned but this policy document and **your policy schedule** will show those that do apply to **you** or anyone else covered to drive **your vehicle.**

Standard excess:

Applies to all claims made under **Section A – If your vehicle has been in an accident or damaged – page 37** and **Section B – If your vehicle has been stolen or damaged by fire – page 38** of this policy.

Voluntary excess:

You selected this when taking out the policy and received a discount off the price of **your** premium. This amount along with **your** standard **excess** applies to all claims made under **Section A – If your vehicle has been in an accident or damaged – page 37** and **Section B – If your vehicle has been stolen or damaged by fire – page 38** of this policy.

Young and Inexperienced driver excess:

This **excess** will apply in addition to the Standard and Voluntary **excesses** if a claim is made under **Section A – If your vehicle has been in an accident or damaged – page 37** of this policy. Please refer to **Young and Inexperienced Driver Excesses – page 41** for details of the drivers this will apply to.

An **excess** will also apply to claims made under the following policy sections but will not apply in addition to those mentioned earlier:

Section H – If the glass on your vehicle is damaged – page 53:

If the glass on **your vehicle** is damaged – an **excess** will apply if the glass is replaced on **your vehicle.** If the glass is repaired, then an **excess** may apply. Refer to **your policy schedule** for details.

Section I – If your vehicle keys are stolen or lost – page 55:

If **your vehicle keys** are stolen or lost – a £100 **excess** will apply to any claim made under this section.

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A brief explanation of the cover provided by your policy continued

Section	Cover benefits	Limit/Terms	Level of cover:
What to do if you are involved in an accident	**Tel: 0344 873 8183 or visit: claims.markerstudy.com** **If you are involved in any accident or incident whilst abroad, please call the 24-hour Claims Helpline using the international dialling code for the UK: 0044 344 873 8183.**		**All covers**
How we deal with your claim – Sections A and B	**New vehicle replacement**	If **your vehicle** is a **total loss**, then **we** may give **you** a new vehicle if: • **Your vehicle** is no more than a year old. • **You** are the first registered owner. • The cost of repair is more than 60% of the replacement cost for **your vehicle** from new. Please refer to New vehicle replacement – page 33 for a full list of the terms and conditions.	**Comprehensive, Third Party Fire & Theft cover only**
	In-vehicle entertainment, communication and navigation equipment	• **We**'ll pay for the full replacement cost if the equipment was fitted to **your vehicle** from new by the manufacturer. • £500 limit for equipment not originally fitted to **your vehicle** by the manufacturer.	**Comprehensive, Third Party Fire & Theft cover only**
What we won't pay for – Sections A and B	**Please refer to the full list starting on What we won't pay for – Sections A and B – page 39.**		**Comprehensive and Third Party Fire & Theft cover only**
	Young and inexperienced driver excesses	• Aged 20 years and under – £300 **excess.** • Aged 21 to 24 years inclusive – £200 **excess.** • Aged 25 years and over but holds a provisional licence or held full licence for less than 12 months – £150 **excess.**	**Comprehensive only**

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A brief explanation of the cover provided by your policy continued

Section	Cover benefits	Limit/Terms	Level of cover:
Section C	**Third party property damage limit**	£20,000,000 cover limit.	**All covers**
	Third party property damage limit on costs	£5,000,000 cover limit.	**All covers**
	Third party death or bodily injury limit	Unlimited cover limit.	**All covers**
	Driving Other Cars cover Gives the policyholder Third Party Only cover if this extension is shown on **your certificate of motor insurance.**	*Note: This cover only applies if it's shown on **your certificate of motor insurance** that **you** may drive any car.* Please refer to **Can I drive other cars? – page 44** for a full list of the terms and conditions.	**All covers**
Section D	**Keeping you on the road – supplying you with a courtesy car** If **your vehicle** is repaired by **our approved repairer** following an **incident** covered under **Section A – If your vehicle has been in an accident or damaged – page 37** or **Section B – If your vehicle has been stolen or damaged by fire – page 38** of this policy.	Small hatch back with a one litre engine. **We** can't guarantee the supply of a courtesy vehicle but if **we** are unable to supply a vehicle then **we**'ll pay **your** alternative travel costs up to a maximum of £200.	**Comprehensive only**
Section E	**Injury to you following an accident** If **you**, anyone named as a driver on **your certificate of motor insurance** or **your partner** are accidentally killed or injured whilst travelling in **your vehicle**, **we**'ll pay the following if the death or loss happens within 12 calendar months of the accident.	• For death – £5,000. • For the total and irrecoverable loss of sight in one or both eyes – £5,000. • For the permanent loss (at or above the wrist or ankle) of the use of one or more hands or feet – £5,000. • Permanent total disablement from attending to any business or occupation – £5,000.	**Comprehensive only**
Section F	**If your personal belongings are stolen or damaged** Which are lost or damaged following an accident, fire, theft or attempted theft involving **your vehicle.**	Up to £250 cover limit.	**Comprehensive only**
Section G	**Medical costs** For each person who suffers any injury and has medical treatment following an accident while the person is in **your vehicle.**	Up to a maximum of £250 cover for each injured person.	**Comprehensive only**

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A brief explanation of the cover provided by your policy continued

Section	Cover benefits	Limit/Terms	Level of cover:
Section H	**If the glass on your vehicle is damaged** To claim: please visit claims.markerstudy.com or call **our** 24-hour Claims Helpline on 0344 873 8183. If the glass in the front windscreen or sunroof, side or rear windows of **your vehicle** is damaged and is repaired or replaced by **our** authorised supplier **we** will pay for the full cost of the **repair** or **replacement.**	If the glass needs to be replaced, **you**'ll need to pay the **excess** as shown on **your policy schedule.** If the glass only needs to be repaired – **you** won't have to pay any **excess** at all. The following are not covered under this section however cover may be supplied under Section A – If your vehicle has been in an accident or damaged – page 37 of this policy: Damage to **your vehicle**'s wing mirror, panoramic roof, lights/reflectors or folding rear windscreen assemblies. **We** will not pay more than the value of **your vehicle.**	**Comprehensive only**
Section I	**If your vehicle keys are stolen or lost** Unlimited cover following loss or theft.	• £100 **excess** applies to all claims made under this section. • Claims made under this section only will not affect **your No Claim Discount** • **We** will not pay to replace a mobile phone, tablet, handheld computer or wearable device such as a smartwatch that is used as a **key.**	**Comprehensive only**
Section J	**If you want to use the vehicle abroad** **We**'ll give the cover shown on **your policy schedule** for up to 30 days in any **period of insurance** while **you** are using **your vehicle** within the European Union and any other country which has agreed to follow the EU Directive on Insurance of Civil Liabilities arising from the use of motor vehicles (number 2009/103/EC). More information on the countries that follow the EU Directive can be found by visiting www.cobx.org	**We** will give the cover shown on **your policy schedule** for up to 30 days in any **period of insurance** in the countries detailed opposite otherwise **we**'ll give **you** the minimum cover required by law while driving in those countries.	**All covers**
Section M	**Uninsured driver promise** If **your vehicle** is involved in an accident that was not **your** fault or that of the driver of **your vehicle** and caused by an uninsured motorist, **we**'ll refund the cost of **your excess** and restore **your No Claim Discount**.	**We**'ll need: • The vehicle registration number, make and model of the **third party** vehicle. • The responsible driver's details, if possible.	**Comprehensive only**

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A brief explanation of the cover provided by your policy continued

Section	Cover benefits	Limit/Terms	Level of cover:
Section N	**Vandalism promise** If **you** make a claim under Section A for damage to **your vehicle** that is a result of vandalism, which is damage caused by a malicious and deliberate act, **you** will not lose **your No Claim Discount.**	**You** will have to pay any **excess** that applies to claims made under Section A of this policy as shown on **your policy schedule.**	**Comprehensive only**
Section O	**Emergency transport and accommodation** If **your vehicle** is immobile or unsafe to drive due to an **incident** and the damage is covered under Section A or B of this policy, **we**'ll pay for the recovery of **your vehicle** to one of **our approved repairers** near to **your** home or destination. The driver and up to eight passengers will be taken, in one journey, to **your** home or to the planned destination. Alternatively, **we**'ll arrange and pay for: i) One night's accommodation (bed and breakfast only), or; ii) A temporary hire car up to 1,100cc for a maximum of 24 hours.	The most **we**'ll pay for accommodation costs is £80 for **you** and each passenger up to a maximum of £500 in total. *Please note: **We**'ll choose the most appropriate option, taking **your** personal circumstances into account.*	**Comprehensive only**
Section P	**Child Seat cover** If **you** have a child seat fitted to **your vehicle** and **your vehicle** is involved in an accident or damage following a fire or theft, **we**'ll cover **you** for the cost of replacing the seat with a new one of a similar standard.	For cover to apply **you** must supply proof of purchase.	**Comprehensive only**
What we won't pay for	**All insurance policies have restrictions on what they cover. The 'What is not covered' section outlines what is excluded by this policy.** **We** have listed here examples of those exceptions, but this is not an exhaustive list and would strongly recommend that **you** carefully read this section of the policy. If **you** have any questions or concerns, then **we** would recommend that **you** speak with **your insurance intermediary** as soon as possible.	**We** won't pay for any damage or injury to a **third party** or their property or loss or damage arising while any vehicle covered by this insurance is being: • Used for a purpose which is not permitted or is excluded by the **certificate of motor insurance**, or; • Driven by, is in the charge of or was last in the charge of anyone not permitted to drive by **your certificate of motor insurance** or who is excluded by **endorsement.**	**All covers**

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A brief explanation of the cover provided by your policy continued

Section	Cover benefits	Limit/Terms	Level of cover:
What we expect of you	**Similar to the 'What is not covered' section the policy also contains conditions which you must meet.** **We** have listed here examples of those conditions, but this is not an exhaustive list and would strongly recommend that **you** carefully read this section of the policy. If **you** have any questions or concerns, then **we** would recommend that **you** speak with **your insurance intermediary** as soon as possible.	**You** must keep **your vehicle** in a **roadworthy** condition and safeguard it and its contents from theft or damage. • **You** or any person covered by this policy, where it applies, does as the policy or any **endorsement** asks. • On entering into this contract, **you** have taken all care in answering all questions in relation to this insurance honestly and to the best of **your** knowledge.	**All covers**

End of this section

Back to Contents

Cancelling your policy

Cancelling the policy within the reflection period

This insurance allows **you** a reflection period to decide whether **you** wish to continue with the full policy. The reflection period is for 14 days from the policy start date or the date **you** receive **your** policy documentation, whichever is the later.

If it's been 14 days or less since **you** received **your** policy documentation, and **you** have not made a **total loss** claim, **you** have the right to cancel the policy and receive a refund of monies paid:

- If at the date of cancellation **your** policy has not yet started **you** will receive a full refund from **us**, or,
- If **your** policy has already started, **we**'ll only charge **you** for the period of cover **you** have received.

Cancelling the policy after the reflection period

Cancellation by you

You or **your insurance intermediary** can cancel this policy either from the date **we** are advised, or a later date as requested by **you.** As long as there have been no claims in the current **period of insurance**, **we**'ll only charge **you** for the period of cover **you** have received.

Guidance notes – Policy cancellation

If **you** want to cancel **your** policy, then please contact **your insurance intermediary** and tell them the date **you** want it cancelled from.

Please note that **your insurance intermediary** may also apply a charge for **you** cancelling **your** policy. Any charges applied by them will be detailed within the terms and conditions agreed between **you** and them at the time **you** arranged this insurance.

If **you**'ve made a claim, either within or outside of the reflection period that **you** believe was not **your** fault, **we**'ll try to get **our** money back from the responsible party. If **we**'re unable to get all **our** money back, **you**'ll not receive any monies back from **us**.

Northern Ireland:

If **you** live in Northern Ireland, **your insurance intermediary** will ask that **you** fill in a cancellation declaration form. **Your** policy cannot be cancelled by **us** until this document and **your certificate of motor insurance** is returned to **your insurance intermediary**. If **you** are unable to find **your certificate of motor insurance your insurance intermediary** will ask that **you** fill in a lost certificate declaration form.

Continued on next page

Cancelling your policy continued

Cancellation by us

We or **your insurance intermediary** can cancel this policy at any time if there are serious grounds to do so, including but not limited to the following examples:

- Where **your insurance intermediary** has been unable to collect a payment. Payment terms including the procedures in the event of non-payment of the premium will have been agreed between **you** and **your insurance intermediary** when **you** took out this policy.
- **You** have failed to take care in providing information in relation to this insurance as required by What we expect of you: Condition 1 – page 70 of this policy.
- **You** have failed to supply requested documentation (evidence of No Claims Discount, copy driving licence etc.).
- **You** have failed to give information and help in relation to any claim under this policy or with regards to the administration or operation of this policy.
- Where **you** fail to keep **your vehicle** in a **roadworthy** condition, or **you** fail to look after it in line with What we expect of you: Condition 2 – page 70 and Condition 3 – page 71 of this policy.
- Where **we** are made aware that **your vehicle** is an **automated vehicle.**
- Where **we** have grounds to suspect fraud or the information **you** have supplied is not correct.
- Where **you** use threatening or abusive behaviour towards a member of **our** staff, or a member of staff of **your insurance intermediary**, or **our** supplier.

We'll do this by giving **you** seven days' notice in writing to **your** last address given to **us. Your** last address may include an email address given by **you** to accept mail.

We'll only charge **you** for the **period of cover you** have received and **you** will be allowed a refund of the remainder of any premium paid. The refund of premium is only available as long as:

- **Your vehicle** has not been the subject of a **total loss** claim (i.e. written-off or stolen and not recovered), and/or;
- Cancellation is not due to any fraudulent act by **you** or anyone acting on **your** behalf.

Please refer to What we expect of you: Condition 5 – page 72 with regard to **our** cancellation policy involving fraudulent acts.

Total losses and stolen vehicles – what you must do to stop your policy being cancelled.

If as a result of a claim, **your vehicle** is declared a **total loss** or **your vehicle** has been stolen and not recovered, this policy will be cancelled without refund of premium, unless **you** replace **your vehicle** with another one that is acceptable to **us.**

End of this section

Giving us the facts about you and your vehicle

Definitions

The words or phrases shown here or in the **What words mean – page 11** have the same meaning whenever they appear in this section. So that **you** can easily identify these words and phrases, they are shown in bold font.

Modified/modify/modifications

Means changes to **your vehicle** from the manufacturers design when sold as new.

Modifications and disability adaptations are only covered if **you** have told **your insurance intermediary** about them and **we** have agreed to cover them.

Insurance intermediary

Means the intermediary, also sometimes referred to as a broker, who **you** bought this policy through, acting on **your** behalf as **your** agent. This is who **you** need to contact if **you** need to make any changes or have any questions about **your** policy cover.

Electronic Control Unit (ECU)

Means a unit on **your vehicle** which controls one or more of its systems.

Guidance notes – Notification of changes

The premium that **you** pay is based on information **you** supplied when first taking out or renewing this policy.

If **you** make changes to, or replace **your vehicle**, or if the circumstances of any driver on the policy changes, including change of full or part time occupation, **you** need to let **us** know. This is because **we** need to make sure **we**'re charging **you** the right premium.

It's important that **you** notify **your insurance intermediary** before any changes are made, such as those examples given under **Giving us the facts about you and your vehicle – some examples – page 27**.

If **you** do not tell **us** about the changes, **modifications** or the details **you** gave **us** are incorrect then **we** may refuse to pay any claim and cancel **your** policy.

Continued on next page

Giving us the facts about you and your vehicle continued

To keep **your** insurance policy up to date **you** must tell **us** via **your insurance intermediary** of any changes before **you** need them to start. Some changes **you** want to make may not be acceptable to **us** so **we** would suggest that **you** discuss any possible changes with **your insurance intermediary** as soon as **you** can. They will be able to tell **you** as to whether the change is acceptable and if there will be a change in the price or terms of **your** policy.

Some examples are:

- A change of vehicle or **you** have bought another vehicle to which **you** want **your** existing cover to apply.
- **Your vehicle** is changed or **modified**, or **you** are thinking of **modifying** it, including improvements to the vehicle's **Electronic Control Unit** (**ECU**). Changes also include the following:
  - **ECU** or **Over The Air (OTA)** updates not authorised by **your vehicle**'s manufacturer.
  - **ECU** or **OTA** updates that improve the performance of **your vehicle**.
  - **ECU** or **OTA** updates that let **your vehicle** function as an **automated vehicle**.
- A change in the way **you** use **your vehicle.** For example, **you** now wish to use it for **your** business.
- A change relating to the ownership of **your vehicle**.
- **Your vehicle** has been stolen or is damaged, no matter how slight.
- If **your vehicle** is likely to exceed the annual mileage declared at the start or renewal of the policy for which **you** may have received a premium discount.
- Any change in the main user of **your vehicle.**
- **You** would like to add a new driver to the policy.
- Someone who drives **your vehicle** is convicted of an offence (whether motor related or not), receives a fixed penalty or other licence endorsement, suffers from a medical condition that is notifiable to DVLA or DVA **https://www.gov.uk/driving-medical-conditions#:** or has a claim on another policy.
- Someone who drives **your vehicle** has a police enquiry or prosecutions pending (please note – if **you** have been stopped by the police a prosecution may be pending and must be disclosed).
- A change of occupation (full or part-time) by **you** or any other driver.
- A change of postal address.
- A change in the way **your vehicle** is garaged and/or where **your vehicle** is normally kept overnight.
- The security system fitted to **your vehicle** is no longer working.
- Any **Advanced Driver Assistance Systems** (**ADAS**) fitted to **your vehicle** that needs recalibration or are not in working order.

This is not a full list and if **you** are in any doubt, **you** should tell **your insurance intermediary** for **your** own protection.

Continued on next page

Giving us the facts about you and your vehicle continued

If the information provided by **you** is not complete or accurate:

- **We** may cancel **your** policy and refuse to pay any claim, or;
- **We** may not pay any claim in full, or;
- **We** may increase the premium and/or the **excess**, or;
- The cover **we** give may be affected.

Guidance notes – Volunteer driving

Helping **your** local community through volunteer driving is an activity **we** recognise that many of **our** policyholders want to pursue.

We won't consider using **your vehicle** for the benefit of charities, voluntary organisations, clubs or societies as business use, provided any payment **you** receive does not exceed the HMRC mileage rates in force at the time.

Visit **https://www.gov.uk/government/publications/rates-and-allowances-travel-mileage-and-fuel-allowances/travel-mileage-and-fuel-rates-and-allowance**

End of this section

What to do if you are involved in an accident

It's important that you take the following actions:

Stop

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

Take a photo

If it is safe and **you** are able to do so, try to take photographs to support the positions of the vehicles and the damage caused.

Sketch

Make a quick sketch of the direction and final position of each vehicle (it's worth keeping a pen and paper in **your vehicle**).

Note down

You will need to make a note of:

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

Dash Cam Footage

Please give to **us** any dash cam footage of the **incident** that would assist **us** in finding out who was at fault.

Provide

Give **your** details and **your** policy number (it's on **your certificate of motor insurance**) to anyone else involved in the accident. Ask them to call **us** on 0344 873 8183 if they are blaming **you** for the accident. Do not admit the accident was **your** fault.

If **you** can't pass **your** details to others involved in the **incident** then **you** must, within 24 hours, report it to the police. **You** must also report to the police any **incident** which involves somebody that has been injured or an animal.

Visit: **claims.markerstudy.com**
or call: **0344 873 8183**

Continued on next page

What to do if you are involved in an accident continued

Getting in touch following an incident

Visit: claims.markerstudy.com
or call: 0344 873 8183

We're here to get you back on the road

Please get in touch right away if **you** can following an **incident** but try not to delay making contact by more than a day. **You** should get in touch with **us** even if **you** do not want to make a claim against the policy at this time. **We** are here to discuss the repair options available to **you**.

If **your vehicle** has been vandalised, stolen or someone has tried to steal it then **you** must tell the police. Please try to do this within 24 hours of discovery of the **incident** and ask the police for a crime reference number.

If the **incident** is covered under the policy, the Claims Helpline operator will arrange for **your vehicle** to be moved. This will be to **our** nearest **approved repairer**, competent repairer or place of safety.

We may move **your vehicle** at any time to keep claims costs to a minimum. Don't worry as **we**'ll tell **you** before **we** do this and tell **you** where **we** are moving it to. If **your vehicle** is a **total loss**, **we**'ll arrange for it to be stored safely at premises of **our** choosing.

Do not try to drive **your vehicle** if it is damaged as **we** won't pay for more damage **you** may cause.

If **your vehicle** is stolen, **we**'ll remove it from the Motor Insurance & Policy Data database (MIPD) until such time as it's recovered. This will inform the police and other official bodies that it's no longer being covered by **your** insurance policy.

Important

If **you** are advised that **your** stolen vehicle has been found following its theft and it's **roadworthy**, it's important that **you** tell **your insurance intermediary** immediately. As **your vehicle** has been removed from MIPD it's important that **we** put it back onto the database otherwise the police may believe it's not insured.

You must give **us** whatever co-operation, information and help **we** need in dealing with any claim under this policy.

If there's any other insurance in force, which covers the same loss, damage to **your vehicle** or to the **third party** as this insurance, **we**'ll only pay **our** share of the claim.

We'll not pay any claim if **you** use any false, fraudulent or stolen documents or devices or make any misleading statements in connection with that claim.

If **we** don't accept **your** claim under this policy, **you** may have to repay any costs **we** have already paid. These may include, but are not limited to, engineer's fees, vehicle-recovery charges and vehicle-storage charges.

Continued on next page

What to do if you are involved in an accident continued

Why you should get in touch straight away

Making contact straight away and using one of **our approved repairers** may provide **you** with the following (if **you** paid for Comprehensive cover):

- FREE **courtesy car** (refer to Section D – Keeping you on the road: Supplying you with a courtesy car – page 47 for full details) while **your vehicle** is being repaired following an **incident** covered under Section A – If your vehicle has been in an accident or damaged – page 37 or Section B – If your vehicle has been stolen or damaged by fire – page 38 of this policy.
- Windscreen repair/replacement.
- FREE collection and re-delivery.
- FREE vehicle cleaning service.
- **Approved repairer's** work is guaranteed. Please refer to Using an approved repairer – page 34 for full details of the guarantee.

Does the accident involve another person or damage to their property?

If so:

- Pass **your** details along with **your** policy number to the **third party**.
- Do not say that the accident was **your** fault or promise to pay for any damage to the other person's vehicle or property.
- If **you** are calling from the roadside an adviser may ask to speak to the **third party**, or ask **you** to get them to make contact on 0344 873 8183 within 1 hour.
- The **third party** may be entitled to a number of services free of charge (dependent on blame).

Any contact **you** receive from the **third party** or their insurer should be sent to **us** without delay. As should any letter from the police or a court of law, whether civil or criminal.

Please send any documents to the contact address supplied by the Claims Department. If **you** have not reported the claim, then do so without delay using the contact details supplied on this page.

Defending or settling a claim

You or any driver insured by **your** policy must not:

- Admit the accident was their fault; or
- Promise to pay for any damage to the other person's vehicle or property.

You or any driver insured by **your** policy must co-operate with **us** on any matter which affects this insurance.

We are entitled to:

- Take over and defend or settle any claim in the name of any person, company or firm insured by **your** policy;
- Take legal action in **your** name, or in the name of any person, company or firm insured by **your** policy, to get back any payment **we** make under **your** policy; and
- Decide how best to carry out these claims.

End of this section

How we deal with your claim – Sections A and B

Definitions

The words or phrases shown here or in the What words mean – page 11 have the same meaning whenever they appear in this section. So that **you** can easily identify these words and phrases, they are shown in bold font.

Market value

Means the current replacement price for **your vehicle** based on a similar vehicle of the same make, model, specification, mileage and condition. The market value will be assessed by an experienced motor vehicle engineer and by using published trade guides to assist with their valuation.

Total loss

Means that **your vehicle** has been damaged beyond economic repair. This means that **we** would not repair **your vehicle** but offer **you** a payment based on its **market value**, minus any **excess. We** may instead deal with **your** claim under the New vehicle replacement section, details of which can be found on the next page.

List price

Means the amount it would cost **you** to buy **your vehicle** from new.

Estimate

Means a document, on the repairer's headed paper, which shows which parts on **your vehicle** need to be repaired or replaced and how much the repairer will charge to carry out the work.

In-vehicle entertainment, communication and navigation equipment

Means permanently fitted audio, visual, navigation and communication devices designed to use **your vehicle** as its only source of power.

Please note: Portable items such as radar detection equipment, personal digital assistants or portable GPS navigators, cassette tapes, memory cards, compact discs or DVDs are not included within this definition.

Continued on next page

How we deal with your claim – Sections A and B: If your vehicle is a total loss

If **you** have been involved in an **incident** covered by this section of **your** policy, **we**'ll do one of the following to settle **your** claim:

- If **your vehicle** is damaged and it's repairable, and not a **total loss**, **we**'ll repair the damage, or;
- Replace **your vehicle** if it's a **total loss** or stolen and has not been recovered, or;
- Settle **your** claim by paying money if **your vehicle** is declared a **total loss** or stolen and has not been recovered.

We won't pay more than the **market value** of **your vehicle** at the time of the loss or damage, less the total **excesses** unless **we** deal with **your** claim under the 'New vehicle replacement' details of which can be found on this page.

If **your vehicle** is a **total loss** or stolen and has not been recovered and is:

- Under a hire purchase agreement, the **insurer** will pay the claim money direct to the hire-purchase company. The balance, if any, will be paid to **you,** or;
- Under a lease or contract hire agreement, the **insurer** will pay the lease or contract hire company. This will be either the **market value** of the vehicle, or the amount needed to settle the agreement, whichever is less.

If **we** settle **your** claim by one of the options above, then, the lost or damaged vehicle becomes **our** property.

We may ask to examine driving licences or vehicle documentation before agreeing to settle a claim under this policy.

New vehicle replacement

We'll replace **your vehicle**, if **you** ask, with one of the same make, model and specification if:

- The loss or damage happens on or within the first anniversary of the date **your vehicle** was first registered.
- **You** or **your partner** have been the first and only owner and registered keeper of **your vehicle.** Or **you** are the second registered keeper if the first registered keeper is the manufacturer or supplying dealer and the delivery mileage at the time **you** bought the vehicle was under 250 miles.
- It's not leased or on contract hire.
- It has suffered damage covered by **Section A – If your vehicle has been in an accident or damaged – page 37** or **Section B – If your vehicle has been stolen or damaged by fire – page 38**.
- The cost of repairing it will be more than 60% of the last UK **list price** (including taxes) for **your vehicle.**

We'll only do this if a replacement vehicle is available in the United Kingdom and anyone else who has a financial interest in **your vehicle** agrees.

If a suitable replacement vehicle is not available, **we**'ll settle the claim using one of the methods shown on this page.

Once a settlement has been agreed in accordance with this new vehicle replacement cover, the lost or damaged vehicle becomes **our** property.

Continued on next page

How we deal with your claim – Sections A and B: Repairing your vehicle

If your vehicle needs to be repaired

If **we** are unable to obtain a part for **your vehicle** from within the United Kingdom and have to get it from abroad, then **we**'ll only pay:

- The manufacturers' last United Kingdom **list price** for the part.
- If not listed, the price of the part for the nearest comparable vehicle available within the United Kingdom.

We won't pay the cost of importing parts that are not available in England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

We won't pay the full cost for any repair or replacement that improves **your vehicle.** If the repaired vehicle is in a better condition than it was before the loss or damage, **you**'ll have to pay for some of the cost.

Using an approved repairer

If the damage to **your vehicle** is covered under **your** policy **we**'ll arrange for it to be repaired by an **approved repairer. You** don't need to obtain any estimates and repairs can begin straight after **we**'ve agreed the work required.

We'll arrange for the **approved repairer** to contact **you** to arrange to collect **your vehicle.** They will also redeliver it to **you** once repairs are finished.

The **approved repairer** may at **our** option use parts that have not been supplied by the vehicle manufacturer to repair **your vehicle** including recycled parts. Please see **our** Guidance notes – Recycled parts – page 36 for a full explanation.

The repair quality is guaranteed for as long as **you** own the **insured vehicle.** The guarantee will not apply where damage is caused through wear and tear.

Repair quality means bodywork repairs, paint repairs and workmanship which is the work carried out by skilled technicians. All parts used by **our approved repairer** will be covered by the part manufacturer/supplier's guarantee including recycled parts.

Using your own nominated repairer

You have the option not to use **our approved repairers**, **you** can arrange for a repairer of **your** choice to carry out the repairs. **You** must supply a detailed repair **estimate** along with full details of the **incident** as soon as reasonably possible. **We**'ll only pay non-approved repairer's costs if **we** have agreed them before repairs started.

We may need to inspect **your vehicle** and may ask **you** to get more estimates if **we** can't agree the one provided. If **we** cannot agree repair costs, then **we** will not pay more than **our approved repairer** would have charged for the repair.

Continued on next page

How we deal with your claim – Sections A and B continued

If there's damage to your In-vehicle entertainment, communication and navigation equipment

We'll cover the cost of replacing or repairing **your vehicle's entertainment, communication and navigation equipment** up to the following amounts minus the **excess**:

- **We**'ll pay for the full replacement cost if the equipment was fitted to **your vehicle** from new by the manufacturer.
- £500 limit for equipment not originally fitted to **your vehicle** by the manufacturer.

We won't pay more than what the equipment was worth at the time it was lost or damaged. **Our** valuation of the damaged equipment may reflect its condition if the item shows signs of wear and tear.

Removal and storage of your vehicle if damaged

If **your vehicle** cannot be driven following an **incident** leading to a valid claim under this section, **we**'ll pay:

- The cost of its protection and removal to the nearest **approved repairer**, competent repairer or nearest place of safety.
- The cost of re-delivery to **your** home after repairs have been completed by **our approved repairer**.
- The cost of storage of **your vehicle** if **we** have agreed to it being stored.

If **your vehicle** is a **total loss**, **we**'ll arrange for it to be stored safely at premises of **our** choosing. **You** should remove **your personal belongings** from **your vehicle** before it's collected from **you**.

We also have the right to move **your vehicle** to another repairer or place of safety. This may be for re-delivery back to **you** to keep the cost of the claim to a minimum.

Non-payment of premium

If **you** make a claim but have not paid **your** premium when due, then **we** may reduce any claim payment due to **you** by the outstanding amount.

Continued on next page

How we deal with your claim – Sections A and B continued

Guidance notes – Recycled parts

What are recycled parts?

Recycled or green parts are official Original Equipment Manufacturer (OEM) parts that have been removed from a vehicle during the dismantling or recycling process. These parts go through a series of quality tests to make sure they are fit for purpose.

Why 'go green' for parts?

- **Quality** – parts are put through a tough testing process before they can be used.
- **Help the environment** – buy green parts and prevent unnecessary wastage and the over-production of parts.
- **Availability** – parts are readily available for the majority of vehicles on **our** roads today reducing repair delays.
- **Low cost alternative** – widespread use of green parts will help drive down insurance premiums.

We may use recycled parts:

- If **your vehicle** is more than 3 years old.
- To replace damaged vehicle panels such as doors, tailgates etc.

We won't use recycled parts:

- If **your vehicle** is less than three years old.
- To replace safety related mechanical parts i.e. steering and suspension etc.
- That are non-manufacturer supplied and approved items.

End of this section

Section A – If your vehicle has been in an accident or damaged

This section only applies if the cover shown on your policy schedule is Comprehensive.

What is covered

We'll cover **you** against loss or damage (including flood damage) to **your vehicle** (less any **excess** that applies) caused accidentally or as a result of malicious damage or vandalism. Loss or damage more specifically covered under Section B – If your vehicle has been stolen or damaged by fire – page 38 of this policy is excluded under this section of the policy.

Cover also applies under this section while **your vehicle** is with a member of the motor trade for servicing or repair.

We'll also cover **you** for damage to **your vehicle's** wing mirror, panoramic roof, lights/reflectors or folding rear windscreen assemblies. A panoramic roof is a roof system designed to cover the entire passenger compartment of **your vehicle** or the majority of it. Permanently fitted **accessories**, including glass contained within hard tops, under this section are also covered.

If **your vehicle** has **Advanced Driver Assistance Systems (ADAS)** fitted then **we**'ll pay for their recalibration, if needed, following a claim under this section.

We'll also pay the costs for the protection, removal and storage of **your vehicle** following an accident and delivery back to **you**.

Guidance notes – Flood advice

- If possible, move **your vehicle** to a safer place out of the reach of floodwater before the flood strikes e.g. to higher ground.
- Do not drive into flood water that's moving, or deeper than 10cm (4 inches). The Environment Agency warns that driving through 30cm (12 inches) of flowing water can move a car off course. In fact, the organisation points out that driving is the most common cause of death in flooded areas. If **you** think that the flood water is safe to pass through, go slowly to avoid forming a wave of water at the nose of the car as **you** move through.
- Moving slower will also make it less likely **your** wheels will lose contact with the road and aquaplane, and also means **you** won't move water onto pavements or splash pedestrians.
- If **your vehicle** is in flood water do not try to start it. If possible, get it pushed or towed out of the water and allow it to dry out. **You** may be lucky and the water may not have caused damage.
- Flood damage is covered under this section of the policy but **you** will have to pay **your excess.** A comprehensive policy will also pay for towing as well as damage to **your vehicle's** upholstery, carpets and stereo systems resulting from flooding but only up to the limits shown within this document.

End of this section

Section B – If your vehicle has been stolen or damaged by fire

This section only applies if the cover shown on your policy schedule is either Comprehensive or Third Party Fire and Theft.

What is covered

We'll cover **you** against loss of or damage to **your vehicle** (less any **excess** that applies) caused by fire, lightning, explosion, theft or attempted theft.

Cover also applies under this section while **your vehicle** is in the custody of a member of the motor trade for servicing or repair.

If **your vehicle** has **Advanced Driver Assistance Systems (ADAS)** fitted then **we**'ll pay for their recalibration, if needed, following a claim under this section.

Guidance notes – Finance or lease agreement

If **your vehicle** is a **total loss** or has been stolen the amount **we** pay may not be enough to settle any finance or lease agreement.

Your policy only covers **you** up to the **market value** for **your vehicle** and that may be enough to settle any finance or lease agreement. If the cost to settle **your** finance or lease agreement is more than the **market value** this policy will not cover **you** for that extra payment.

We would recommend that **you** discuss any concerns that **you** may have with **your insurance intermediary.** They may be able to supply **you** with details of products available to cover any shortfall.

End of this section

What we won't pay for – Sections A and B

What is not covered

These sections of **your** insurance policy do not cover the following:

- The amount of any **excess** shown in the **policy schedule** or in this policy document or in any **endorsement** that applies.
- Indirect losses, which result from the accident or **incident** that caused **you** to claim. For example, **we** won't pay for **you** not being able to use **your vehicle**.
- Wear and tear, mechanical, or electrical breakdown, including breakdown of any **computer system** operated by **your vehicle**.
- Depreciation or loss of value of **your vehicle** following repairs.
- Loss of or damage caused by someone taking **your vehicle** without **your** permission, unless the **incident** is reported to the police and assigned a crime reference number. **You** will not be covered if **you** change **your** police statement admitting that **your vehicle** was taken with **your** permission.
- Loss due to someone obtaining any covered item from **you** by fraud or deception, for example, a buyer's cheque not being honoured by their bank.
- Loss or damage to **your vehicle** where possession of it is gained by deception on the part of someone pretending to be a buyer or someone pretending to act on behalf of a buyer.
- Loss or damage to **your vehicle** as a result of:
    - Lawful repossession. Where, for example, **you** have not kept up with finance payments.
    - Return to its rightful owner.
    - Seizure by the police or their authorised representatives.
- Loss or damage caused by pressure waves from aircraft or any flying object.
- Damage to **keys**, alarm or immobiliser fobs (except as insured under Section I – If your vehicle keys are stolen or lost – page 55).
- Repairs due to damaged **keys**, or alarm or immobiliser fobs to any locks on **your vehicle**. This includes the re-programming or replacement of any lock component (except as insured under Section I – If your vehicle keys are stolen or lost – page 55).
- Theft of or damage to **your vehicle** and/or **in-vehicle entertainment, communication and navigation equipment** while **your vehicle** is left **unattended** when:
    - **Keys** have been left in or on **your vehicle**.
    - **Your vehicle** has not been secured by means of door and boot lock.
    - Any window or any form of sliding or removable roof or hood have been left open or unlocked.
    - **Your vehicle** is fitted with a manufacturer's standard security device and the device is not working or is not in use.
- Loss or damage caused by the wrong type or grade of fuel being used.
- Seizure, destruction or the taking of **your vehicle** by or under the order of any Government or Public or Local Authority.

Continued on next page

What we won't pay for – Sections A and B continued

- Damage to tyres caused by braking, punctures, cuts or bursts.
- Damage caused by frost or freezing unless **you** have followed the vehicle manufacturer's instructions to avoid liquid freezing in **your vehicle.**
- Loss or damage caused deliberately by **you** or by any person who is in charge of **your vehicle** with **your** permission.
- Any amount **you** have to pay under any lease or finance agreement, **you** have entered into, over and above the **market value** for **your vehicle.**
- Loss or damage resulting from incorrectly maintaining **your vehicle** or by not following manufacturer's instructions. This includes incorrectly adding to **your vehicle** products such as AdBlue or the wrong type or grade of oil or brake fluid.
- Loss or damage where **you** have failed to get **our** prior consent to install an update either **Over The Air** (**OTA**) or using the On Board Diagnostic (OBD) port which has not been approved by the manufacturer of **your vehicle.**
- Loss or damage caused by **your** failure to install manufacturer recommended safety or security updates.
- Loss or damage where **you** have failed to get **our** prior consent to install an update either **OTA** or using the On Board Diagnostic (OBD) port, which enhances the performance of **your vehicle.**
- Loss or damage where **you** have failed to get **our** prior consent to install an update either **OTA** or using the On Board Diagnostic (OBD) port which enables **your vehicle** to function as an **automated vehicle.**
- Loss or damage caused by the failure to update or recalibrate **Advanced Driver Assistance Systems** (**ADAS**) systems installed on **your vehicle** as recommended by the vehicle's manufacturer.
- Loss or damage caused by the use of charging cables and charging points that:
  - Do not meet British safety standards; or
  - Are not compatible with **your vehicle**; or
  - **You** know to be faulty.
- Loss or damage caused when **your vehicle** is being controlled remotely and **you** or a covered driver is not in the driver's seat of **your vehicle.**
- Loss or damage to an **automated vehicle.**
- Loss or damage to **your vehicle** caused by a computer virus or malware infecting a **computer system** operated by **your vehicle** as a result of a **widespread cyber attack.**

Continued on next page

What we won't pay for – Sections A and B continued

Young and Inexperienced Driver Excesses

Following a claim made under Section A, **you** will need to pay these extra amounts if the driver who was in charge, or last in charge of **your vehicle** is in one of the categories listed:

Age or experience of person driving, in charge of or last in charge of your vehicle	Amount of excess
Aged 20 years and under	£300
Aged 21 to 24 years inclusive	£200
Aged 25 years and over but: • Who holds a provisional driving licence, or; • Who holds an international driving licence, or; Who has held a full driving licence to drive a private motor car issued either in a country contained within the **geographical limits** or a member country of the European Union but for less than one year.	£150

The **excess** amount depends on the age or driving experience of the driver when the policy started or was last renewed, whichever is the later. These amounts are in addition to any other **excesses** shown elsewhere in this policy document or on **your policy schedule** or in any **endorsement**.

Continued on next page

What we won't pay for – Sections A and B continued

Guidance notes – Preventing crime

- Don't give criminals an easy ride. Vehicle crime is on the increase in the UK.
- Most thefts can be prevented – and it's in **your** interest and **ours** to take some simple precautions. Most things are common sense.
- Lock **your vehicle** and remove **your key** when leaving it for even a short time e.g. at a petrol station or cashpoint machine.
- Thieves often break into houses just to access **keys** to steal **your vehicle**.
- **Keys** should always be kept in a safe and secure place – do not leave them near doors or windows, on a wall hook, windowsill or in a jacket pocket close to the vehicle or where the public can remotely access the vehicle locking device.
- Take appropriate measures to safeguard the vehicle when showing it to prospective buyers.
- Do not keep items such as the vehicle registration document, service book, MOT certificate or **certificate of motor insurance** in the vehicle and never leave any valuables on view. **You** should remove items such as CD players, radios/MP3 players and portable satellite **navigation equipment** whenever possible.
- Use good-quality locks and security devices.
- Park in a secure place if **you** can. If **you** have a garage, use it and lock it.

End of this section

Section C – Injury to other people or damage to their property

What is covered

Use of your vehicle

We'll cover the categories of people listed below if they are legally found to have caused property damage, death or bodily injury to a **third party** whilst using, fuelling or charging **your vehicle**:

- **You.**
- Any person allowed to drive **your vehicle** under the **certificate of motor insurance** who is driving with **your** permission.
- Any passenger in **your vehicle.**
- Any person using (but not driving) **your vehicle** for social domestic and pleasure purposes with **your** permission.
- The employer or business partner of any person named as a driver on **your certificate of motor insurance**. They are only covered if an accident occurred while **your vehicle** is being used for business by that named person. **Your certificate of motor insurance** must allow business use by such person.

Towing

You are covered by this section of the policy while **your vehicle** is towing a trailer, caravan or broken down vehicle. The cover will apply as long as the towing is allowed by law and the trailer, caravan or broken down vehicle is attached properly by towing equipment made for this purpose.

Third party property damage limit

The most **we**'ll pay for property damage for any one claim, or series of claims arising out of any one event is £20 million. The most **we**'ll pay in legal costs for any one property damage claim or series of property damage claims arising out of any one event is £5 million.

Cyber Liability Cover

We'll pay any amounts **you** may legally have to pay up to the limits stated under Section C for causing death or bodily injury to other people or property damage, due to:

- The use, or failure, of any **computer system** operated by **your vehicle** (including any driver assistance, safety or security systems).
- Any computer virus, or malware infecting any **computer system** operated by **your vehicle.**
- Any threat, deception or hoax relating to the points above;

in line with the terms, conditions, limitations and exclusions of this policy.

Continued on next page

Section C – Injury to other people or damage to their property continued

Legal costs

Following an accident covered by this policy, **we** may pay any legal costs or expenses to defend or represent **you** or any driver covered by this policy:

- At a coroner's inquest, fatal accident inquiry or court of summary jurisdiction; and
- For the defence of any legal proceedings for manslaughter or causing death by dangerous or reckless driving.

It's up to **us** whether **we** do this and how much **we**'re willing to cover. If **we** do, **we** must agree all legal costs or expenses beforehand in writing. **We**'ll also tell **you** if **we** are willing to pay any legal costs or expenses and how much **we**'re willing to cover.

Please make sure **you** have received confirmation that **we** will pay **your** legal costs. If **you** do not, **you** will be responsible for paying them.

Can I drive other cars?

Please refer to Guidance notes – Driving Other Cars – page 45.

There's no cover under this Driving Other Cars section for any driver other than **you**. There's also no cover under this section for damage to, or theft of, the vehicle **you** are driving. This extended cover only applies to **you** the policyholder and only if:

- It states on **your certificate of motor insurance** under Section 5 – Persons or classes of persons entitled to drive, that **you** may drive other private motor cars.
- The car is not owned by **you** or **your partner** or hired to **you** or **your partner** under a rental, hire purchase or lease agreement.
- The car is fitted with no more than seven seats in total.
- There's no other insurance in force that covers the same claim.
- There's a current and valid **certificate of motor insurance** held for the other car in accordance with Road Traffic Acts.
- The other car has not been seized by, or on behalf of, any government or public authority.
- **You** have the owner's permission to drive the other car.
- The other car is registered within the **geographical limits**.
- The other car is not being used outside the **geographical limits**.
- The other car is not an **automated vehicle**.
- **You** still have **your vehicle** and it has not been stolen or a **total loss**.

Emergency medical treatment

We'll pay emergency treatment charges required by the Road Traffic Acts. If this is the only payment **we** make, it will not affect **your No Claim Discount.**

Continued on next page

Guidance notes – Driving Other Cars

The Driving Other Cars benefit is given by **us** (if shown on **your certificate of motor insurance**) to allow **you** to drive a car owned by somebody else, with their permission. The Driving Other Cars benefit is to allow **you** to drive another vehicle on rare occasions or in one off situations such as an emergency.

The Driving Other Cars benefit can be used as described below:

Example 1:

Your car won't start and **you** need to get to a hospital appointment.

You could then use the Driving Other Cars benefit to drive a vehicle with the owner's agreement.

The Driving Other Cars benefit should not be used in situations as described below:

Example 2:

You use **your** spouse's car when doing a monthly shop.

You should ask **your** spouse to add **you** to their policy. Please remember that **you** are only covered for Third Party Only benefits under this section of the policy. This means that if the car is damaged or stolen, **we** won't pay the cost to repair or replace it. Also, there's no cover under this section of the policy for anyone else **you** have named to drive under this policy including **your partner**. There's also no cover if **you** drive the car outside of the **geographical limits** of the policy or want to use it in connection with **your** business or profession.

The car **you** want to drive must be registered, and already have insurance that is valid, within the **geographical limits** of the policy. **We** define a private car, under this section of the policy, as a Category M1 vehicle as shown on the V5C Registration Certificate (log book). It must have no more than seven seats in total and with a Maximum Authorised Mass (MAM) of no more than 3,500 kg. This is the same maximum MAM as **you** are allowed to drive under category B of **your** driving licence as issued by the DVLA or DVA if **you** live in Northern Ireland.

Driving Other Cars cover does not allow **you** to drive an **automated vehicle** or to secure the release of a vehicle, which has been taken by, or on behalf of, any government or public authority.

If **you** are in doubt as to whether **you** have the Driving Other Cars benefit, then please ask **your insurance intermediary** before driving the vehicle. This is also the case if **you** are unsure if **you** are allowed to drive a specific type of vehicle or under specific circumstances. If **you** are unsure, ask, otherwise, **you** run the risk of driving uninsured.

End of this section

What we won't pay for – Section C

What is not covered

We shall not be liable:

- If the person claiming is otherwise insured for the loss.
- For loss of use or damage to property belonging to or in the care of any person claiming under this section.
- For damage to **your vehicle** or property stored or being transported in it or for not being able to use any such property.
- For loss of use or damage to any trailer, broken down vehicle or caravan being towed by **your vehicle** or for any property carried in or on them.
- For death or bodily injury to any person being carried in or on any trailer, broken down vehicle or caravan.
- When a trailer, caravan or broken down vehicle is being towed for profit.
- For any loss incurred while the trailer, caravan or broken down vehicle is not attached to **your vehicle**.
- If the death of or bodily injury to any person covered under this section arises out of or in the course of his/her employment. The only exception is where such liability must be covered under the Road Traffic Acts.
- If a person who was not driving makes a claim and he/she knew that the person driving did not hold a valid driving licence; or
- For any loss, damage, death or injury arising as a result of a 'road rage' **incident** or caused deliberately by **you** or any other person claiming under this policy. The only exception is where such liability must be covered under the Road Traffic Acts.
- For any claim resulting from carrying, preparing, selling or supplying of any goods, food or drink from **your vehicle**.
- For any loss, damage, death or injury caused by **you** or anyone insured to drive under the policy failing to act with due care to prevent such a loss when charging **your vehicle**. For example, **you** place a charging cable across a pavement where someone could trip over it.
- For loss or damage to any property or for death or injury as a result of **you** or any authorised driver being in charge of or driving an **automated vehicle**. The only exception is where this must be covered under the Road Traffic Acts.
- For any amount over:
  - £20 million for loss or damage to **third party** property.
  - £5 million for legal costs and expenses arising from loss of or damage to **third party** property;

  where the loss or damage arises from any claim or series of claims caused by one **incident**.

If there's any **incident** involving more than one person insured under this section, any policy limits relating to the maximum amount **we**'ll pay, will apply to the combined payments **we** make for all the people covered.

End of this section

Section D – Keeping you on the road: Supplying you with a courtesy car

This section applies only if the cover shown on your policy schedule is Comprehensive.

What is covered

We will, where possible, arrange with **our approved repairer** to supply **you** with a **courtesy car** if **you** make a claim under Section A – If your vehicle has been in an accident or damaged – page 37 or Section B – If your vehicle has been stolen or damaged by fire – page 38 of this policy.

The **courtesy car** is supplied directly by the repairer of **your vehicle** and will only be offered if they have one available. The supply of a **courtesy car** can't be guaranteed, neither can **your** preference such as gearbox or fuel type. The **approved repairer**'s terms and conditions will apply with regard to the **courtesy car** given and will usually be a small hatchback with a one litre petrol or diesel engine.

If **your vehicle** cannot be driven or is unroadworthy **we** aim to provide a **courtesy car**, if available, within one working day. This may not be possible if an **incident** occurs during a weekend or on a bank/public holiday.

If **we** can't supply a **courtesy car** at the time of repair, or **we** no longer insure **your vehicle**, **we**'ll pay **your** travel costs up to a maximum of £200. This payment will cover the period up to completion of the repairs or when a decision is reached on how to settle **your** claim. **You** will need to pay those travel costs and then submit the receipts to **us** for payment.

The **courtesy car** will be covered by this policy on exactly the same terms as if it were **your vehicle. We** won't make a charge for this cover.

What is not covered

- A **courtesy car**:
  - If **your vehicle** suffers only windscreen, window or sunroof glass damage.
  - If **your vehicle** is a **total loss.**
  - If **your vehicle** is stolen and not recovered.
- Sea transit charges incurred during the delivery or collection of the **courtesy car.**
- The cost of fuel for the **courtesy car**.

Continued on next page

Conditions

- The **courtesy car** may be driven by all persons shown as entitled to drive on **your** current **certificate of motor insurance**.
- The **courtesy car** must only be used within the **geographical limits** and the Republic of Ireland, unless prior arrangement has been made with the **approved repairer**.
- The **courtesy car** must be returned as soon as asked by the **approved repairer**. At the latest it must be returned on completion of the repairs or when a decision is reached on how to settle **your** claim.
- If the **courtesy car** is not returned to the **approved repairer** when they ask, **you** will be charged for as long as **you** keep the vehicle. The amount charged by the **approved repairer** will be on the basis of normal self-drive hire rates.
- During the time that **you** have the **courtesy car**, any costs, fines such as fixed penalty offence, excess charge, parking fee/charge, inner city congestion charge, fuel, oil and damage by misuse will be for **you** to pay.
- Any accident, loss or damage to the **courtesy car** must be reported to **us** straight away.

End of this section

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Section E – Injury to you following an accident

This section applies only if the cover shown on your policy schedule is Comprehensive.

What is covered

If **you**, anyone named as a driver on **your certificate of motor insurance**, or **your partner** are accidentally killed or injured when driving or getting into or out of **your vehicle we**'ll pay for the following:

- For death – £5,000.
- For the total and permanent loss of sight in one or both eyes – £5,000.
- For the permanent loss (at or above the wrist or ankle) of the use of one or more hands or feet – £5,000.
- Permanent total disablement from attending to any business or occupation – £5,000.

We'll only pay these amounts if the death or loss happens within 12 calendar months of the accident.

What is not covered

We won't pay for:

- An amount greater than £10,000 for each accident.
- Death or injury to any person not wearing a seat belt when required to by law.
- Any intentional self-injury, suicide or attempted suicide.
- Any injury or death to any person driving at the time of the accident who is found to have a higher level of alcohol or drugs in their body than is allowed by law.
- Any **incident** outside of the **geographical limits** or those countries listed within Section J – If you want to use your vehicle abroad – page 56.

While **you**, or anyone covered by this section has any other vehicle insurance policy with **us**, **we**'ll only pay the benefit under one policy.

End of this section

Section F – If your personal belongings are stolen or damaged

This section applies only if the cover shown on your policy schedule is Comprehensive.

Definitions

The words or phrases shown here or in the What words mean – page 11 have the same meaning whenever they appear in this section. So that **you** can easily identify these words and phrases, they are shown in bold font.

Personal belongings

Means items of a personal nature being carried in **your vehicle** which belong to **you**, a covered driver or passenger. Personal belongings include items such as, clothing, portable music player, mobile phone, tablet, laptop or sat nav equipment, which is not permanently fitted to **your vehicle**.

Accessories

Means items that are kept on or in **your vehicle** but are not directly related to its function as a vehicle such as mats, seat covers and window blinds. For the benefit of this definition, **we** also include charging cables for electric vehicles which meet UK safety standards as an accessory.

Accessories do not include trailers, **personal belongings**, mobile phones, audio, navigation or entertainment equipment.

Continued on next page

Section F – If your personal belongings are stolen or damaged continued

What is covered

We'll pay for:

Personal belongings, which are lost or damaged following an accident, fire, theft or attempted theft involving **your vehicle** up to a maximum of £250 for each claim.

What is not covered

We won't pay for:

- Loss or damage caused by wear and tear or loss of value.
- Loss or damage as a result of a **widespread cyber attack**.
- Loss of or damage to **personal belongings** while **your vehicle** is **unattended** following theft or attempted theft when:
  - **Keys** have been left in or on **your vehicle**; or
  - **Your vehicle** has not been locked; or
  - Any window or any form of sliding or removable roof or hood have been left open or unlocked; or
  - **Your vehicle** is fitted with a manufacturer's standard security device and the device does not work or is not in use.
- Money, credit or debit cards, stamps, tickets, vouchers, documents and securities.
- Goods, tools or samples carried in connection with any trade or business.
- Any lost or stolen item where **you** are unable to provide proof of ownership.
- Loss of or damage to any radar detection equipment.
- **Accessories** under this section of the policy.
- The cost of reinstating **data** from portable audio equipment, multi-media equipment, communication equipment, personal navigation and radar detection systems.

End of this section

Section G – Medical expenses

This section applies only if the cover shown on your policy schedule is Comprehensive.

What is covered

We'll pay for:

The medical costs for each person who suffers any injury following an accident while the person is in **your vehicle.** Up to a maximum of £250 for each injured person.

End of this section

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Section H – If the glass on your vehicle is damaged

This section applies only if the cover shown on your policy schedule is Comprehensive.

If **your vehicle** is involved in an **incident** that is likely to give rise to a claim for damaged glass, please contact the approved replacement service by visiting: claims.markerstudy.com or call the 24 hour Claims Helpline on 0344 873 8183 if calling from the UK or 0044 344 873 8183 from abroad.

What is covered

If the glass in the front windscreen or sunroof, side or rear windows of **your vehicle** is damaged during the **period of insurance**, **we**'ll pay the cost of repairing or replacing it. **We**'ll also pay for any repair to the bodywork of **your vehicle** that has been damaged by broken glass from the windscreen or window.

If **your vehicle** is fitted with **Advanced Driver Assistance Systems (ADAS)** and **you** use **our** approved replacement service to replace the windscreen, **we**'ll also pay for the recalibration of cameras or sensors, if needed. These cameras or sensors are generally fitted behind the windscreen.

If the repair or replacement is carried out by **our** approved replacement service, **we**'ll cover up to the **market value** of **your vehicle**. Any **excess** as shown in **your policy schedule** will also apply.

If **you** choose to use **your** own supplier, then cover will be limited to £150 after taking off any glass **excess** as shown in **your policy schedule**. **You** will also have to pay for the cost of recalibrating any **ADAS** system fitted to **your vehicle** following replacement of the glass.

The previous paragraph will not apply if vehicle glass is damaged, making **your vehicle** unroadworthy, when driving abroad as covered under Section J – If you want to use your vehicle abroad – page 56.

In these circumstances please contact a local replacement service to repair or replace the glass. **You** may have to pay them for the work however **we** will reimburse **you** without delay. Just supply a copy of their invoice and proof of payment. If vehicle glass is replaced then any payment made by **us** will be minus the **excess**.

If **you** require **our** support during this process then **we** can be contacted as detailed below.

We may use parts that have not been supplied by the original manufacturer or have been recycled. If **you** insist that **we** use parts supplied by the original manufacturer **you** will need to pay **us** any difference in the cost of such parts.

A claim made under this section only will not affect **your no claim discount**.

Continued on next page

Section H – If the glass on your vehicle is damaged continued

What is not covered

We won't pay for:

- The glass **excess** shown in **your policy schedule** where the glass is replaced. **You** will not have to pay an **excess** if the glass is repaired.
- Loss of use of **your vehicle**.
- Repair or replacement of any windscreen or window not made of glass.
- The cost of importing parts or storage costs caused by delays where the parts are not available from stock within the **geographical limits**.
- The cost of mechanical items associated with the window mechanism of **your vehicle** under this section. **You** may be able to claim for these items under Section A but **you** may have to pay any **excess** due as shown on **your policy schedule** and **your No Claim Discount** may get reduced.
- Any loss or damage caused deliberately by **you** or by any person who is in charge of **your vehicle**.
- Damage to **your vehicle**'s wing mirror, panoramic roof (which is a roof system designed to cover the entire passenger compartment or the majority of it), lights/reflectors or folding rear windscreen assemblies. Also damage to permanently fitted **accessories**, including glass contained within hard tops, under this section. Cover for these items will be supplied under Section A – If your vehicle has been in an accident or damaged – page 37 of this policy but **you** may have to pay any **excess** due and **your No Claim Discount** may get reduced.

We won't cover any loss or damage caused by **your** failure to update or recalibrate **ADAS** systems installed on **your vehicle** as recommended by **your vehicle's** manufacturer.

End of this section

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Section I – If your vehicle keys are stolen or lost

This section applies only if the cover shown on your policy schedule is Comprehensive.

What is covered

If the **keys** to **your vehicle** are lost or stolen, **we**'ll pay the cost of replacing:

- The **keys**.
- All locks to **your vehicle** that can be used by the missing item, if **we** believe the person who may have the **keys** knows the identity or location of **your vehicle**.

We'll pay the cost of getting into **your vehicle** if **your keys** are accidentally locked in **your vehicle**.

As long as there has been no other loss or damage, the amount of **excess** due is £100.

Claims made under this section only will not affect **your No Claim Discount**.

What is not covered

- The **excess**, which is the first £100 of any claim made under this section of the policy.
- The theft of **keys** if **your vehicle** is **unattended** and the **keys** are left in or on **your vehicle**.
- The theft of **keys** if the **incident** is not reported to the police as soon as reasonably possible. This would normally be within 24 hours of **you** becoming aware of the loss. **You** must get a crime reference number from the police.
- Any loss resulting from a person known to **you** taking **your keys**, unless that person is reported to the police for taking them without **your** agreement.
- Any loss or damage as a result of a **widespread cyber attack**.
- Any damage to the **keys** or locks of **your vehicle**.
- Any costs where a claim for other loss or damage is being made at the same time.
- Any loss resulting from fraud or deception.
- The replacement cost for any mobile phone, tablet, handheld computer or wearable device, such as a smartwatch, that is used as a **key**.

End of this section

Section J – If you want to use your vehicle abroad

What is covered

Cover outside of the Geographical Limits

We'll give the minimum legal cover required to let **you** or a covered driver use **your vehicle** in any country listed below.

Where this cover applies

This cover applies whilst driving in the following countries:
Andorra, Austria, Belgium, Bosnia-Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Montenegro, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, San Marino, Serbia, Slovak Republic, Slovenia, Spain, Sweden, Switzerland and Vatican City.

Where the minimum legal cover given in that country is less than that given under the United Kingdom's minimum legal requirements, then the United Kingdom's minimum cover will apply. Cover would only apply to injury to a **third party** or damage to their property.

Extended cover outside of the Geographical Limits

This policy automatically provides **you**, or a permitted driver, with the same level of cover as indicated on **your policy schedule** for 30 days in any one **period of insurance** in the above countries.

For example, if the cover indicated on **your policy schedule** is Third Party, Fire & Theft then **you** will have that same cover when **you** drive abroad for up to 30 days in any one **period of insurance**.

The extended cover period will automatically start as soon as **your vehicle** enters one of the referenced countries and will end after 30 days have been spent in one or more of these countries, either as a result of a single trip or many trips.

You must tell **your insurance intermediary** before **you** go if **you** are planning to take **your vehicle** abroad for more than the 30-day limit. Once **we** have the details, **we**'ll tell **you** whether **we** can cover **you** along with the amount of any extra premium due. No cover beyond the minimum legal requirements will apply unless this condition is met.

The insurance cover also applies while **your vehicle** is being transported (including loading and unloading) along a recognised sea, air or rail route between any countries to which the insurance applies. The journey must not take longer than 65 hours under normal conditions.

Visits to any country not listed must be notified, before travel, to **your insurance intermediary.** If acceptable to **us**, a green card will be issued at a premium to be advised. No cover will apply unless this condition is met.

Following loss or damage when driving abroad in a country covered by **us we**'ll pay any customs duty due.

Cover outside of the **geographical limits** of the policy is based on:

- **Your** main permanent residence being within the **geographical limits** of the policy and the visit being only a temporary one.
- **Your vehicle** being taxed and registered within the **geographical limits**.
- **Your** visit abroad is for social, domestic or pleasure purposes.

Continued on next page

What is not covered

- A **courtesy car** following damage sustained to **your vehicle** outside of the **geographical limits** of **your** policy, or;
- Any loss or damage to **your vehicle** that happens after **your vehicle** has been abroad for more than 30 days in any **period of insurance** unless this period has been extended by **us.**
- The Accident Recovery service is unavailable if **your vehicle** has been abroad for more than 30 days in any **period of insurance** unless this time period has been extended by **us.**
- If **your certificate of motor insurance** allows **you** Driving Other Cars cover, that cover does not apply outside of the **geographical limits.**

Accident recovery

If **your vehicle** is:

- Undriveable in any of the countries covered under this section and cannot be repaired in time for **your** return home, or;
- Stolen and not recovered until after **your** return home,

we'll arrange to bring the driver and up to eight passengers back to the UK.

We'll also arrange and pay for either:

- The return of **your vehicle** and any attached trailer or trailer caravan to **your** home or a suitable repairer in the UK, or;
- A single ticket by rail and/or sea, or by air if travel by train and/or boat exceeds 12 hours, for **you** or **your** nominated driver. This is to allow travel from the UK to collect **your vehicle** and any attached trailer or trailer caravan once it has been repaired or found.

Please note: **We**'ll choose the best option, once **we** have been in contact with **you.**

If needed, **we**'ll arrange and pay for the storage of **your vehicle** and any attached trailer or trailer caravan awaiting its repair, return home or scrapping. **We** won't pay more than £100 for storage.

Where the cost to bring **your vehicle** home is more than its **market value**, **we** won't pay more than the cost of scrapping **your vehicle** and any customs duty imposed. The onward transportation of any animal being carried within **your vehicle** or trailer will be at **our** choice and entirely at **your** own risk.

Continued on next page

Section J – If you want to use your vehicle abroad continued

Guidance notes – Going abroad

Your policy gives **you** full policy cover for up to 30 days during the **period of insurance**, when driving in those countries listed in **Section J – If you want to use your vehicle abroad – page 56**. **We** may, if **you** ask, agree to extend cover up to a maximum of 90 days. A charge may apply.

Please contact **your insurance intermediary** for more information.

If driving abroad outside of the period above, cover is limited to death or injury to a **third party** or damage to their property. There is no cover for damage to **your vehicle**.

We recommend that **you** discuss travel arrangements with **your insurance intermediary** in advance of any journey abroad, if **you** have any doubts as to whether **you** have the right cover for **your vehicle**.

Important: Driving Other Cars cover does not apply whilst driving abroad.

We'll only consider extending this insurance to countries which are covered by the International Green Card system.

If you are involved in any accident or incident whilst abroad, please call the 24-hour Claims Helpline using the international dialling code for the UK: 0044 344 873 8183.

Please visit **www.gov.uk/driving-abroad** and **www.cobx.org** for more information on driving abroad.

End of this section

Section K – Your No Claim Discount explained

If **you** do not make a claim against **your** policy during the current **period of insurance**, **you** will earn a **No Claim Discount (NCD). Your NCD** will be increased by one year until **you** reach **our** maximum limit of 9 years.

If **you** do make a claim during the **period of insurance your No Claim Discount** will be reduced at the next renewal date as shown in the table on page 60.

The following will not affect **your** no claims discount:

- Payments made under **Section H – If the glass on your vehicle is damaged – page 53** and **Section I – If your vehicle keys are stolen or lost – page 55**.
- A successful claim made under **Section M – Uninsured driver promise – page 62** and **Section N – Vandalism promise – page 63**.
- If **we** only have to pay for an emergency treatment fee following hospitalisation to **you** or a passenger following an accident.
- If **we** make a full recovery of all payments made by **us** in connection with a claim made against the policy.

If **you** make a claim or if a claim is made against **you** and **we** have to make a payment, this will affect **your No Claim Discount** unless **we** can recover **our** outlay in full from the responsible party.

If **you** decide to cancel **your** policy and premiums remain outstanding, **we** won't be able to issue proof of **No Claim Discount** until the outstanding premiums are paid.

Guidance notes – How does a No Claim Discount work?

No Claim Discount (NCD) is based on the number of years **you** have driven without making a claim. The number of years **NCD** is shown on the **policy schedule you** are sent when **your policy** is due to be renewed. **We** give **you** a discount on **your** premium based on the number of claim free years **you** have.

If **you** make a claim on **your** policy, then **your NCD** will go down at the next renewal date. This will happen if **we** are unable to get back all of the money **we** have paid out.

There may be **incidents** (possibly involving a cyclist or pedestrian) where, although **you** are not claiming for damage to **your vehicle**, it's possible for a claim to be made against **your** policy by the **third party**. In these circumstances, **we** may reduce **your No Claim Discount** for up to twelve months until **we** are confident that a **third party** claim is unlikely to be made.

Continued on next page

Section K – Your No Claim Discount explained continued

Your No Claim Discount years at renewal if...

Current years NCD	0 fault claims made	1 fault claim made	2 fault claims made	More than 2 fault claims made
0	1	0	0	0
1	2	0	0	0
2	3	0	0	0
3	4	1	0	0
4	5	2	0	0
5	6	3	1	0
6	7	3	1	0
7	8	3	1	0
8	9	3	1	0
9+	9+	3	1	0

End of this section

Section L – Protecting your No Claim Discount explained

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When **you** take out **your** policy **you** may be able to protect **your No Claim Discount** if **you** pay an extra premium. Ask **your insurance intermediary** for details. **Your No Claim Discount** is only protected if this section is shown as applying on **your policy schedule**.

If **your No Claim Discount** is protected, **we** won't reduce it no matter how many claims **you** make during the **period of insurance**.

It does not mean that **your** premium will not be increased if, for example, **your** accident or driving conviction record justifies this.

End of this section

Section M – Uninsured driver promise

This section applies only if the cover shown on your policy schedule is Comprehensive.

Uninsured driver promise

We'll refund the cost of **your excess** and restore **your No Claim Discount (NCD)** if:

- **Your vehicle** was involved in an accident with an uninsured driver.
- The accident was caused by the uninsured driver.

We'll need:

- The vehicle registration and the make/model of the **third party** vehicle.
- The responsible driver's details, if possible.
- The names and addresses of any independent witnesses.
- Dashcam footage, if available.

While **we** investigate who is to blame for the accident **you** may:

- Have to pay **your excess.**
- Have **your NCD** reduced.
- Pay a higher renewal premium.

Once **we** confirm that the accident was the fault of the uninsured driver, **we**'ll:

- Repay **your excess.**
- Restore **your NCD.**
- Return any extra premium **you** had to pay as a direct result of the accident.

End of this section

Section N – Vandalism promise

This section applies only if the cover shown on your policy schedule is Comprehensive.

If **you** make a claim under Section A – If your vehicle has been in an accident or damaged – page 37 for damage to **your vehicle** that is a result of vandalism, **you** will not lose **your No Claim Discount. You** will have to pay any **excess** that applies to claims made under Section A – If your vehicle has been in an accident or damaged – page 37 of this policy as shown on **your policy schedule.**

Vandalism is damage caused by a malicious and deliberate act.

How the Vandalism promise works

You can't use this promise if the damage to **your vehicle** is caused by another vehicle.

You must report the **incident** to the police and they will give **you** a crime reference number. **We** need this number otherwise **your No Claim Discount** will be reduced.

When **you** claim **you** will have to pay the **excess**, details of which can be found on **your policy schedule.**

End of this section

Section O – Emergency transport and accommodation

This section applies only if the cover shown on your policy schedule is Comprehensive.

What is covered

Incident recovery

If **your vehicle** cannot be moved or is unsafe to drive due to damage covered under Section A – If your vehicle has been in an accident or damaged – page 37 or Section B – If your vehicle has been stolen or damaged by fire – page 38 of this policy, **we**'ll pay for the recovery of **your vehicle** and any attached trailer or caravan trailer. **We**'ll take it to one of **our approved repairers** or, if **you** ask, to **your** home or a repairer of **your** choice, if nearer. If the repairer cannot accept the vehicle at the time of recovery, it will be taken to a safe place of storage for up to 48 hours.

The driver and up to eight passengers will be taken, in one journey, to **your** home or to where **you** had planned to travel.

Alternatively, **we**'ll pay up to £80 for each person to a maximum of £500 in total towards one night's accommodation (bed and breakfast only) or **we**'ll supply a temporary hire car. The hire car will be supplied for a maximum of 24 hours and will be a small hatchback vehicle or similar with four seats including the driver's.

Note: **We**'ll choose the most appropriate option, taking **your** personal circumstances into account.

Please note that the onward transportation of any animal being carried in **your vehicle** or trailer being towed will be at **our** choice and entirely at **your** own risk.

What is not covered

- More than £500 for each **incident.**
- **We** won't pay for any drinks or meals (other than breakfast as supplied as part of the one night's accommodation) clothing, toiletries, newspapers or telephone calls.
- Any extra costs that have to be paid for the transportation of any goods carried within **your vehicle.**
- Coverage outside of the **geographical limits** if **your vehicle** has been in the countries listed within Section J – If you want to use your vehicle abroad – page 56 for more than 30 days in any **period of insurance.**

End of this section

Section P – Child Seat cover

This section applies only if the cover shown on your policy schedule is Comprehensive.

What is covered

If **you** have child seats fitted to **your vehicle** and **you** make a claim that is covered under Section A – If your vehicle has been in an accident or damaged – page 37 or Section B – If your vehicle has been stolen or damaged by fire – page 38 of the policy **we**'ll give **you** new ones. The replacement seats will be of similar standard and quality to the seats being replaced.

We'll offer replacements even if there's no apparent damage.

What is not covered

Replacement seats if **you** are unable to supply proof of purchase for those in **your vehicle**.

End of this section

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What we won't pay for

The following apply to the whole insurance policy.

1. Excluded uses and excluded drivers

We won't pay for any loss, damage, death or injury when any vehicle covered by this policy is being:

1.1 Used for anything which is not allowed or is not covered by the **certificate of motor insurance**.

1.2 Used on any de-restricted toll roads or any race track, racing circuit or prepared course. De-restricted toll roads are roads on which the public can pay to have access to and where speed limits are temporarily or permanently removed, including the Nurburgring at Nordschliefe, Germany.

1.3 Driven by, is in the charge of or was last in the charge of anyone not allowed to drive by **endorsement**, **your certificate of motor insurance** or temporary cover note.

1.4 Driven by, is in the charge of or was last in the charge of anyone who is disqualified from driving or has never held a licence to drive a vehicle or is prevented by law from having a licence.

1.5 Driven by any person who holds or last held a provisional driving licence unless that person has, sitting in the front passenger seat with them, a full licence holder aged 21 years or over and they have held a full driving licence for at least 3 years.

1.6 Driven by, is in the charge of or was last in the charge of any person who does not meet the terms or conditions of their driving licence.

1.7 a) Used in an unsafe condition for example, headlight not working or tyre is flat.

b) Used while carrying an unsecured load for example taking rubbish to a dump which is moving around inside **your vehicle**.

c) Used to carry more passengers than the vehicle has seats for.

d) Used to carry a child on the lap of a passenger.

1.8 Driven by any person insured to drive, should it be shown that they were under the influence of alcohol or drugs at the time. A coroner's report or conviction under the relevant law (including a conviction for failing to supply a specimen of breath, blood or urine) shall be acceptable proof.

In addition, the insured driver must repay all amounts **we** have to pay arising from the **incident** including any claimants' damages and costs.

1.9 Driven by any person who fails to take medication or use any medical aid such as spectacles, hearing aid etc. as prescribed.

Continued on next page

What we won't pay for continued

1.10 Controlled remotely by **you** or a covered driver and **you** or the covered driver is not in the driver's seat of **your vehicle.**

1.11 Used for any criminal purposes.

1.12 Driven by any person who fails to attend a medical or Opticians appointment where this inaction can be linked to the cause of an accident.

Clauses 1.1 – 1.12 will not apply:

- If **your vehicle** has been stolen or taken away without **your** permission.
- If **your vehicle** is temporarily in the custody of a motor trader for repair or servicing.
- Being parked by an employee of a hotel, restaurant or at an airport as part of a vehicle-parking service.
- Clause 1.1 – page 66 only, while **your vehicle** is being used for car sharing purposes as defined in What we expect from you – page 71 of this policy.

2. Use abroad

We'll not pay for any **incident** that happens when driving abroad unless cover applies under Section J. For full details of cover please refer to Section J – If you want to use your vehicle abroad – page 56.

We'll only make payment for court proceedings brought against **you** abroad if **we** have agreed to cover **you** when driving in that country.

3. Contractual liability

We'll not cover any liability **you** have accepted under an agreement or contract unless **you** would have had that liability anyway.

4. Radioactivity

We won't pay for any loss, damage, death or injury as a result of:

- Radiation or contamination by radioactivity no matter how caused, or;
- Any explosive nuclear assembly or component whether nuclear or not.

5. War

We won't pay for any loss, damage, death or injury directly or indirectly caused by, results from or in connection with the following:

- Invasion or act of any foreign enemy,
- War or hostilities (whether war has been declared or not),
- Rebellion, violent uprising against a government by the military or a seizing power, revolution or civil war,

regardless of any other cause or **incident** that contributes to the loss, unless this liability has to be covered under the Road Traffic Act.

Continued on next page

What we won't pay for continued

6. Earthquake, riot and civil commotion

We won't pay for any loss, damage, death or injury which happened during or as a result of:

- Earthquake; or
- Riot or civil commotion occurring elsewhere other than in Great Britain, the Isle of Man or the Channel Islands.

Unless **you** prove that it was not caused by or as a result of the above.

7. Use on airfields

We won't cover:

- Any accident, loss or damage to any vehicle covered by this insurance or to any aircraft, or;
- Death or bodily injury arising in connection with any accident, loss or damage to any vehicle covered by this insurance or to any aircraft, or;
- Any other loss no matter how caused by such accident, loss or damage.

While any vehicle covered by this insurance is in any restricted area within an airport or airfield whether the driver has permission to be there or not.

8. Pollution

We won't pay for any loss, damage, death or injury resulting from pollution or contamination no matter how caused. **We** will however make any payment as required to be covered by the Road Traffic Acts or as required by the law of any country in which **we** have agreed to give cover under this policy.

Pollution or contamination means the introduction of harmful materials into the atmosphere, water, land and to buildings or other structures.

9. Terrorism

This policy does not cover any event whatsoever which is directly or indirectly caused by an act or acts of terrorism. This is regardless as to whether or not such event has been contributed to by any other cause or event.

Terrorism is defined as any act that contains the use or threat of force, violence, harm or damage to life or to property. Acts of terrorism include, but are not limited to, harm or damage by nuclear, chemical, biological or radiological means or a combination of these. These acts can be caused or created by any person(s) or group(s) of persons in whole or in part.

Acts of terrorism can be used for political, religious, ideological or similar purposes including, but not limited to, the intention to:

- Influence any government, or
- To put the public or any section of the public in fear,

or is claimed to be caused or occasioned in whole or in part for such purposes.

Continued on next page

What we won't pay for continued

10. Carrying hazardous goods

We consider the following to be hazardous goods and will not cover any **incident** when they are being carried in **your vehicle**:

- Petrol and liquid petroleum gas transported in bulk, explosives or chemicals of a volatile, explosive, corrosive or toxic nature.
- Any goods listed in Classes 1 to 9 of the Health & Safety Executive (HSE) rules relating to the carriage of dangerous goods. The rules require the display of hazard warning (ADR or Hazchem) panels and that the driver of the vehicle carries a Tremcard (Transport Emergency Card). https://www.hse.gov.uk/cdg/manual/classification.htm.

11. Unsafe loads

We won't pay for any damage or injury to a **third party** or their property or loss or damage resulting from **your vehicle**:

- Carrying a load which results in the Gross Vehicle Weight or Gross Train Weight being exceeded, or;
- Being driven with an unsafe or unsecured load, or;
- Being driven with a number of passengers which exceeds the manufacturer's specified seating capacity or makes **your vehicle** unsafe to drive, or;
- Towing either a greater number of trailers than is permitted by law or a trailer which has an unsafe or unsecured load.

12. Sanction limitation & exclusion

We won't give cover, pay any claim or allow any benefit where that cover, payment or benefit would leave **us** or **our** partners at risk of any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

13. Towing

We'll not pay for any injury to a **third party** or for damage to their property or for any loss or damage to **your vehicle** caused by the person driving or steering any vehicle being towed by **your vehicle** or being towed by another vehicle **you** are driving.

Right of recovery

If under the laws of any country in which this insurance applies, **we** have to make payments but for those laws **we** wouldn't have to, **you** must repay the amounts to **us**.

You or the person who caused the accident must also repay to **us** any money **we** have to pay because of any agreement **we** have with the Motor Insurers' Bureau.

If the money is not repaid and the policy is declared void, which means treated as if it never existed, or is cancelled **you** will not get a return of premium. **Your No Claim Discount** may also be reduced.

End of this section

What we expect of you

The following apply to the whole insurance.

1. Payment of premium, keeping to the policy terms & avoiding misrepresentation

We'll only give the cover described in this insurance policy if:

- **You** have paid or agreed to pay the premium for the current **period of insurance.**
- **You** or any person covered by this policy, where it applies, does as the policy or any **endorsement** asks.
- In entering into this contract, **you** have taken all care in answering all questions in relation to this insurance honestly and to the best of **your** knowledge.

Your premium is based on information **you** supplied at the start of the insurance, when **you** made a change during the **period of insurance** or renewal. **You** must tell **your insurance intermediary** immediately of any change to that information. This may result in an amendment to **your** premium.

Where a change is made then **we** may not allow any return premium if a claim is made during the current **period of insurance**.

Examples of changes can be found under section Giving us the facts about you and your vehicle – some examples – page 27.

If **your** premium was based on a limited annual mileage basis, **we**'ll ask **you** to prove **your vehicle**'s mileage at the time of a claim. If **you** cannot supply evidence or it shows the mileage has been exceeded, **you** may have to pay an additional **excess**.

Details are shown on the limited annual mileage **endorsement** which can be found on the **policy schedule.**

Under the Consumer Insurance (Disclosure and Representations) Act 2012 – www.legislation.gov.uk/ukpga/2012/6/contents **your** failure to take reasonable care to avoid misrepresentation in relation to the details **you** supplied could mean:

- That any claim made is not paid or fully paid.
- That **your** policy is cancelled.

Misrepresentation means, when taking out this policy or at any time during the **period of insurance** that:

- **You** knew an answer **you** have supplied to **us** is untrue or misleading, or
- **You** did not care whether or not the answer **you** supplied to **us** was untrue or misleading.

2. Looking after your vehicle

You need to keep **your vehicle** in a **roadworthy** condition. **You** or any person in charge of **your vehicle** need to take all reasonable care to protect it and its contents from loss. An example of reasonable care is that **your vehicle** is locked when **unattended.**

When using a vehicle fitted with **Advanced Driver Assistance Systems** (**ADAS**), **you** must follow the manufacturer's instructions and load any

Continued on next page

What we expect of you continued

software and/or safety related updates without undue delay. If **you** do not, **your** insurance may be invalid, **we** may cancel or void (treat it as if it never existed) **your** policy. **We** may not pay any claims for loss or damage to **your vehicle**. If **we** need to make a payment under the Road Traffic Act, **we** may recover any amounts from **you** or the driver of **your vehicle**.

If **we** repair **your vehicle** following a covered claim, **we**'ll arrange for any damage to any **Advanced Driver Assistance Systems (ADAS)** fitted to **your vehicle** to be repaired or recalibrated. If **we** are not repairing **your vehicle**, **you** must without delay arrange for any defect to be repaired, replaced or recalibrated.

You must keep **your vehicle**s software up to date at all times by either allowing **Over The Air (OTA)** updates or having **your vehicle** serviced as recommended by the vehicle manufacturer. **We** won't pay any claim where **you** fail to maintain **your vehicle** in a **roadworthy** condition.

We shall, at all times be allowed free access to examine **your vehicle**.

3. Having an MOT certificate

There must be a valid Department for Transport test certificate (MOT) in force for **your vehicle**, if one is needed by law. Without a valid Department for Transport test certificate (MOT) all cover under sections A and B of this insurance is cancelled and will not apply.

4. Not to make a profit from vehicle sharing

This policy allows **you** to carry passengers for social or similar purposes and **your** receipt of a mileage allowance or a payment by a passenger towards the cost of fuel will not invalidate cover as long as:

- **You** do not make a profit from the vehicle sharing arrangement.
- **Your vehicle** has not been changed to carry more than eight people including the driver.
- **You** are not carrying passengers as customers of a passenger-carrying business.

Guidance notes – Vehicle sharing

Although **your** policy allows **you** to accept a payment from a passenger, it does not allow **you** to make a profit from carrying those passengers.

Example 1:

You drive a friend to the cinema. The journey uses £10 worth of fuel and **you** ask **your** friend for £5 towards the cost of fuel used.

Example 2:

You drive a friend to the cinema. The journey uses £10 worth of fuel and **you** ask **your** friend for £25 towards the cost of fuel used. Example 2 would be classed as **you** making a profit and this use would not be covered by this policy.

Continued on next page

What we expect of you continued

5. Not to commit fraud

You must not act in a fraudulent manner. Fraud is where **you** knowingly deceive someone for financial or personal gain. An example of fraud is that **you** supply misleading information about who is the main user of **your vehicle** to get a cheaper premium. If **you**, an authorised driver or anyone acting on **your** behalf knowingly commit:

a) A fraudulent act or submit a fraudulent document, or make a fraudulent statement when obtaining this policy, or at any other time during the **period of insurance**, or;

b) Make a claim that is false, fraudulent or deliberately exaggerated, **We**'ll:

- Void the policy which means **we**'ll treat the policy as if it had never existed, or;
- Cancel the policy with effect from the date of any misrepresentation that is false, fraudulent or deliberately exaggerated that occurred during the **period of insurance**. This is regardless as to whether claim or policy related; and in either case, **we**'ll:
    - Not pay any fraudulent claim, or any other claim which relates to a loss suffered after the first fraudulent act.
    - Look to get back from **you** any money paid for any claim which is later found as invalid, including any costs or expenses **we** have paid.
    - Cancel straight away all other insurance policies with **us** with which **you** and any authorised driver are connected to. **We** will not refund any premium due on these policies.
    - Inform the police, any other relevant authorities and any anti-fraud databases of the circumstances.

When cancelling or making this policy void, **we** reserve the right not to issue any refund of premium paid or due to **us.**

We won't issue a postal notification of cancellation where it's known that the postal address used to take out this policy has been used fraudulently.

6. Tax and registration

Your vehicle must be taxed if needed by law and registered within the **geographical limits.**

End of this section

What to do if you have a complaint

What to do if you have a complaint

Our aim is to deliver a first class level of service to all policyholders. **We** understand that sometimes things can go wrong and there may be times when **you** feel **you** have not received the service **you** expect.

If **you** have an issue with the way the policy was sold, **you** should contact **your insurance intermediary**. If they are unable to resolve **your** complaint or the issue related to this insurance policy or a claim **you** have made, then please contact **us** so **we** can help **you**.

Although it can help to make complaints in writing, **we** will accept complaints in whatever form **you** prefer.

Please contact **us** by one of the following and **we** will aim to resolve the issue as quickly as possible:

Markerstudy Insurance Services Limited
Markerstudy Customer Relations
PO Box 727
Chesterfield
S40 9LH

Tel: 0344 705 0633
Email: complaints@markerstudy.com
Website: https://complaintsform.markerstudy.com/

When contacting Markerstudy Insurance Services Limited please provide:

- A policy number and/or claim number.
- Details of **your** complaint.
- A contact telephone number and email address.

What will happen next?

When **we** receive **your** complaint, **we** will make every effort to put **your** complaint right within three working days of receiving it.

If this is not possible, **we** will assign a dedicated complaint handler who will fully review all the details of **your** complaint and carry out a thorough investigation. They will contact **you** to acknowledge **your** complaint promptly, normally within five working days.

Your complaint handler will keep **you** updated with their progress and within eight weeks following receipt of **your** complaint, will provide **you** with a full written response.

Continued on next page

What to do if you have a complaint continued

What if I am not happy with the final response?

If **we** have given **you our** final response, or if **we** have not provided **you** with a final response within eight weeks, or if **you** are still not satisfied, **you** may refer **your** case to the Financial Ombudsman Service (FOS).

The FOS is an independent body that settles disputes fairly and impartially between consumers (**you**) and businesses that provide general insurance products and other financial services (**us**). This service is free of charge to **you**.

You can contact the FOS by the following methods:
Insurance Division
Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London E14 9SR

Tel: 0300 123 9123
Website: www.financial-ombudsman.org.uk

Please note that **you** have six months from the date of receiving **our** final written response in which to refer **your** complaint to the Financial Ombudsman Service. Referring **your** case to the FOS will not affect **your** right to take legal action.

If **you** do not refer **your** complaint in time, the FOS will not have **our** permission to consider **your** complaint and so will only be able to do so in very limited circumstances. For example, if they believe that the delay resulted from exceptional circumstances.

For further information regarding the Financial Ombudsman Service **you** may wish to visit their website at: **www.financial-ombudsman.org.uk**

Our promise to you is that we will:

- Acknowledge all complaints promptly.
- Investigate quickly and thoroughly.
- Keep **you** informed of progress.
- Do everything possible to resolve **your** complaint.
- Learn from **our** mistakes.
- Use the information from complaints to continuously improve **our** service.
- Record or monitor telephone calls to help **us** improve **our** service to all of **our** customers.

Continued on next page

What to do if you have a complaint continued

Customer feedback

If **you** have any suggestions or comments about **our** cover or the service **we** have provided please write to:

Markerstudy Customer Relations
Markerstudy Insurance Services Limited
PO Box 727
Chesterfield
S40 9LH

We always welcome feedback to let **us** improve **our** products and services.

Telephone Recording

For **our** joint protection, telephone calls may be recorded and monitored by **us.**

End of this section

Financial Services Compensation Scheme

Markerstudy Insurance Services Limited and **your** authorised insurer are members of the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from this scheme if **we** or **your** authorised insurer can't meet their liabilities under this policy.

Further information about the scheme is available on the FSCS website at www.fscs.org.uk or by writing to:

FSCS
PO Box 300
Mitcheldean
GL17 1DY

Your insurance intermediary

In the event that **we** are unable to continue to trade with **your insurance intermediary** because they have ceased to trade through bankruptcy or liquidation or in the event that their relevant FCA authorisation is revoked, **we** reserve the right to pass **your** policy and all details on to another intermediary. If **you** do not wish this to happen then please tell **us** in writing.

End of this section

How we use your information

Money Laundering Regulations and Proceeds of Crime Act

You agree to give any evidence and information about **your** identity, and the identity of **your partner** or any named driver that **we** may reasonably ask for to meet **our** obligations under Money Laundering Regulations and the Proceeds of Crime Act.
If **we** become aware of or suspect financial crime, **we** must report this to the National Crime Agency or the appropriate law-enforcement agencies (or both) as soon as possible.

It is important that **you** understand how **we**, as a Data Controller, use **your** personal data, this section provides **you** with some basic privacy information. For full details on how **we** use **your** personal data and what rights **you** have please visit **our** website www.markerstudy.com where **you**'ll find a link to the Privacy Notice at the bottom of the page. **You** can also request a copy of **our** Privacy Notice by contacting **our** Data Protection Officer, details on page 78.

Supporting your needs

We collect and share information about **you** and **your** personal circumstances to identify and support **your** customer needs and to ensure **we** meet **our** regulatory responsibilities. This data may include Special Category Data that assists **us** in identifying and providing additional support and assistance if needed, for example providing documents in an alternative format.

Fraud prevention and detection

We carry out fraud checks on **our** customers to prevent fraud and to help **us** make decisions about providing, pricing and administering insurance. When **we** carry out these checks, **we** will search against fraud detection databases. **We** may pass details about **you** to some of these databases.

Law enforcement agencies, financial service providers, fraud prevention agencies, police and other organisations may also access these databases.

Automated Decision Making

Some of **our** decisions are made automatically by a system or computer reviewing **your** data. **You** have a right to ask **us** to review any automated decisions.

Credit searches

Credit reference agencies are companies that collect, record and monitor people's credit history. **We** share information with credit reference agencies to assess applications, verify **your** identity and address and to obtain information about historic payment behaviour. **We** do this to help **us** to prevent fraud and carry out risk profiling, which allows **us** to calculate affordability, product suitability and creditworthiness. The credit reference agency **we** partner with will be a Data Controller in their own right.

Continued on next page

Your rights as a data subject

Under Data Protection Laws, **you** have certain rights, if **you** would like to exercise any of **your** rights, please contact **our** Data Protection Officer.

Data Protection Officer

If **you** have any questions about how **we** use **your** data, please contact **our** Data Protection Officer at:

Data Protection Officer
Markerstudy Insurance Services Limited
45 Westerham Road
Sevenoaks
Kent
TN13 2QB

or **Email: dataprotection@markerstudy.com**.

You have the right to complain to the Information Commissioner's Office, which regulates data protection compliance. **You** can find more information by visiting their website **www.ico.org.uk**.

End of this section

Policy Document

MARKERSTUDY
INSURANCE SERVICES LIMITED

Private Car Insurance Policy

If you would like to receive this policy wording in an alternative format, such as large print, audio or braille, please email our Policy Document Request team at **PDR@markerstudy.com**. Please include your name, postal address and policy number.

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