# Car Insurance Policy wording





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This policy and other associated documentation are also available in large print and audio. If you require any of these formats please call 0800 561 0600.

#### How to make a claim

The following information is to help you make a claim. It is not part of this insurance contract.

#### What to do after an accident

- 1. If an accident causes damage to another car, an animal or property, or if anyone is injured, the law says you must stop. You must give your name, address and car registration number to anyone reasonably asking. If anyone is injured, you must show your Certificate of Motor Insurance to the police or anyone who asks. You must tell us about every accident you are involved in, even if you are not at fault or not making a claim.
- 2. You should ask the other people;
  - Their names and addresses.
  - Their insurance company's name, address and the policy or certificate number.
  - Their vehicle registration numbers.
  - Names and addresses of all witnesses
- 3. Do not admit that you are to blame or offer to pay for anything.
- 4. Do not sign anything at the scene of the accident.
- 5. Take photographs or make a rough sketch of the accident scene showing the position of the cars before and after the accident. Include the positions of any parked cars, lampposts, and so on.
- 6. Tell us about the accident as soon as possible by calling us on 0800 561 0600.
- 7. Send any letters or documents you get about the accident (which you must not answer) to your insurer (we will give you their name and address when you tell us about the accident).

### What to do if your vehicle is stolen

- 1. Tell us as quickly as you can by calling us on 0800 561 0600.
- 2. If you know where the vehicle is, try to make sure that it is safe and secure.
- 3. If the vehicle is not found, we will ask you to send all vehicle documents and keys directly to your insurer (we will give you their name and address when you report the theft to us).

4. You must tell us immediately if your vehicle is found after it has been stolen.

#### How to make a claim for damage to your vehicle

If your insurance covers you for the cost of repairs to your vehicle after an accident, fire or theft you should ring our accident action line on 0800 561 0600.

Depending on the damage to your vehicle, the claim procedures may include the following;

- A recommended repairer may give an estimate for the work needed.
- An engineer may inspect the damage to your vehicle.
- Repairs to your vehicle may then be authorised.
- Your insurer may decide that it is not economical to repair your vehicle (a 'total loss').

Your insurer uses recommended repairers around the country who give a fast, reliable and professional repair service. Recommended repairers are only available in the British Isles. The recommended repairer will decide which vehicle to give you. The courtesy car is purely intended to keep you mobile during the repairs, it will not be a like-for-like replacement for your own vehicle, and the recommended repairer cannot meet requests for specific vehicle types, such as electrically powered vehicles. When the recommended repairer is carrying out repairs to your vehicle the following will apply;

- 1. If you have comprehensive cover, they will give you a free courtesy car whilst they are repairing your vehicle. The recommended repairer will decide which vehicle to give you.
- 2. After your vehicle has been repaired, they will make sure it is clean and tidy.
- 3. They will guarantee the work for three years.

#### **Excess**

If you have to pay an excess:

- You must pay the repairer this amount when you collect your vehicle, or
- If your vehicle is a total loss or is lost due to theft, your insurer will take the excess from the
  offer they make for your vehicle.

### **Glass Damage**

If you have comprehensive cover, you should call our accident action line on 0800 561 0600. We will take details and put you in contact with our approved glass repairer. Remember to ask if the glass can be repaired as this can save you money.

# Data Protection, Finding and Stopping Fraud

It is important that you read this section and show it to anyone else insured to drive your vehicle. We need to give you this information to meet Data Protection laws. It explains how we and your insurer may use your details and tells you about the systems and registers in place, which may allow us and them to find and stop fraudulent applications and claims.

When you tell us or your insurer about any incident (for example, an accident, fire or theft) information about it will be passed to claim registers. Your insurer may search these databases when you apply for insurance, make a claim, or at the time of renewal to check your claims history or that of any other person likely to be involved in the policy. If false or inaccurate information is provided and fraud is identified, details may be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. Your insurer and other organisations may also access and use this information to prevent fraud and money laundering, for example when;

- Checking details on applications for credit and credit related or other facilities
- Managing credit and credit related accounts or facilities
- Recovering debt
- Checking details on proposals and claims for all types of insurance
- · Checking details of job applicants and employees

Please contact us on 0800 561 0600 if you want details of the relevant fraud prevention agencies.

Your insurer and other organisations may access and use from other countries the information recorded by fraud prevention agencies. Your insurer and other organisations may also search these agencies and databases to help make decisions about the supply and administration of insurance and related services, to manage your insurance policy, and to check your identity to prevent money laundering. If you ask, your insurer can give further details of the databases they use. Your insurer may undertake credit searches and conduct additional fraud searches.

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

- I. Electronic Licensing
- II. Continuous Insurance Enforcement;

III. Law enforcement (prevention, detection, apprehension and/or prosecution of offenders)

IV. The provision of government services and/or other services aimed at reducing the level and incidence of uninsured driving.

If you are involved in a Road Traffic Accident (either in the UK, the EEA or certain other territories), insurers and/or the MIB may search the MID to obtain relevant information. Persons (including his or her appointed representatives) pursuing a claim in respect of a Road Traffic Accident (including citizens of other countries) may also obtain relevant information which is held on the MID.

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

Insurers use various other databases to help check the information given and also to stop and find insurance-related fraud. This includes, but is not limited to; the Claims and Underwriting Exchange Register, run by Insurance Database Services Ltd (IDS Ltd), the Motor Insurance Anti-Fraud and Theft Register, run by the Association of British Insurers (ABI), Insurance Hunter and CIFAS the UK's Fraud Prevention Service.

We and your insurer may answer enquiries by the police about your policy during their investigations. To administer your policy or to protect your interests, we or your insurer may share the data supplied (either by you or on your behalf) to other organisations such as solicitors, loss adjusters or loss assessors.

To help us to keep to our service standards, and to prevent and detect fraud, we may record or listen to phone calls.

We, our partners or your insurer may transfer, store or process electronic copies of your information outside the European Economic area. If we or they do this, all reasonable steps will be taken to adequately protect your personal information.

We may use your personal information for underwriting purposes such as assessing your application and arranging your policy and at renewal stage including;

- providing your (or any person included on the proposal) driving licence number to the DVLA to confirm licence status, entitlement and relevant restriction information and endorsement/conviction data. Searches may be carried out prior to and at any point during your insurance policy including any mid-term adjustment and renewal stage. (For details relating to information held about you by the DVLA please visit www.MyLicence.org.uk.)
- searching your (or any person included on the proposal) 'no-claims discount' ("NCD") details against a No-Claims Discount database to obtain information in relation to your NCD entitlement. Such searches may be carried out against driving licence number, name, and date of birth, vehicle registration number and/or postcode.

A search of the driving licence number with the DVLA or against the NCD Database should not show a footprint against the driving licence.

# **Compensation Scheme**

Your insurer is covered by the Financial Services Compensation Scheme (FSCS), which means that you may be entitled to compensation if they are unable to meet their obligation to you. Further information about this is available from the FSCS at:

The FSCS
10th Floor
Beaufort House
15 St Botolph Street
London
EC3A 7QU.

Tel: 0800 678 110

E-mail: enquiries@fscs.org.uk

# **Introduction**

Please read the policy wording, the schedule and certificate carefully, so you know what you are insured for. Make sure you read the general exclusions, conditions and any endorsements that apply. If the cover is not what you want or you have any questions, please contact us at once.

This policy wording replaces all earlier issues of our policy wording.

This is a legally-binding contract of insurance between you (the policyholder) and the insurer (as shown on your current Certificate of Motor Insurance). The contract does not give, or intend to give, rights to anyone else. No one else has the right to enforce any part of this contract. We or your insurer may cancel or change any part of the contract without getting anyone else's permission. The contract is based on the answers you gave in your statement of insurance. The legally-binding contract also includes this policy wording, the schedule and the Certificate of Motor Insurance.

Your insurer has agreed to insure you under the terms, conditions and exclusions in this wording and any endorsements that apply, as long as you have paid, or agreed to pay the premium. By insuring with us, You agree to any amounts you may owe us, or our debt recovery agency, being deducted from any premium refund due to you.

We will automatically renew your policy, unless you tell us not to. We will write to you before the policy renewal date to remind you of this and to let you know what the new payments will be.

We will apply an administration charge for changing any of your policy details. Our charge will cover our costs and is not part of this car insurance contract.

The law of England and Wales will apply to this contract unless:

- 1) You and the insurer agree otherwise; or
- 2) at the date of the contract you are a resident of (or, in the case of a business, the registered office or principal place of business is situated in) Scotland, Northern Ireland, the Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law of that country will apply.

Insurance Premium Tax, also known as IPT, is an indirect tax levied by the government on all insurance premiums and is included in the premium you pay where applicable.

This insurance contract is written in English, and any communications about it will be in English.

#### On behalf of the insurer



Bert Main
Managing Director
Kwik Fit Insurance Services
Authorised Signatory

# Meaning of Words

The following words or phrases have the same meaning whenever they appear in this policy.

#### **British Isles**

- 1 England, Scotland and Wales
- 2 Northern Ireland
- 3 The Isle of Man
- 4 The Channel Islands
- 5 Transport by water, rail or air within or between any of these territories as long as this transport is by commercial carrier.

#### **Certificate of Motor Insurance**

The document which shows;

- that your vehicle has the cover required by law
- the dates and times that cover starts and ends
- the registration number of the vehicle insured
- what your vehicle can be used for, and
- who is insured to drive your vehicle.

#### **Cover Note**

A temporary Certificate of Motor Insurance.

# **Defined Organisation**

- 1 A motor garage or other similar business, which you do not own, which has your vehicle for:
- · maintenance;
- · repair;

- · testing; or
- servicing.
- 2 A hotel, restaurant or similar business, which you do not own, where your vehicle has been parked for you.

#### **Endorsement(s)**

A change to your policy wording. If any endorsements apply to your policy the endorsement number will be listed on your policy schedule. Full details of all endorsements are shown in full in the Endorsement section of this policy book.

# **Entertainment and Communication Equipment**

Any:

- · Radio, cassette, compact disc or other audio equipment;
- phone or other communication equipment; or
- Visual navigation equipment;

that is permanently fitted into your vehicle.

# Excess(es)

The amounts which you must pay if you make a claim (if shown on your schedule)

#### **Fire**

- Fire
- Lightning
- Explosion

# General Average Contribution, Salvage and Sue and Labour Charges

Costs for your vehicle which you have to pay under maritime law.

#### Insurer

The insurance company or Lloyd's syndicate which covers you and whose name is shown on:

- · Your Certificate of Motor Insurance; and
- Your schedule.

#### **Maritime Law**

Maritime law is the body of laws which govern activities at sea and in navigable waters.

#### **Market Value**

The cost of replacing your vehicle in the British Isles with a car of the same make, model, specification, mileage, age and condition of your vehicle just before the loss or damage.

#### No-Claim(s) Discount

A discount from your premium if no claims are made against your policy. Your schedule shows the number of year's no-claim discount you have.

#### **Period of Insurance**

The length of time your policy lasts as shown on your schedule.

#### **Permitted Driver(s)**

Any person your Certificate of Motor Insurance covers to drive or control your vehicle with your permission.

#### **Policy**

The following documents:

- Your statement of insurance:
- This policy wording
- Your schedule;
- · Your Certificate of Motor Insurance; and
- Any endorsements shown on your schedule.

#### **Road Traffic Act(s)**

The law which shows the minimum motor insurance which you need in the British Isles.

#### **Schedule**

The document which describes:

- You:
- The cover that applies and the period of insurance;
- Any other permitted driver; and
- Any other details of your policy that are specific to you.

#### Statement of Insurance

The form which gives details of:

- You:
- · Any other permitted driver; and
- All the information which you told us about or someone else told us about on your behalf.

#### **Theft**

Any:

- Theft; or
- Attempted theft;

which you reported to the police.

#### Us, Our or We

Kwik Fit Insurance Services PO Box 007 Glasgow G71 5PU.

#### You or Your

Whoever is named as the policyholder in:

- · Your Certificate of Motor Insurance; and
- · Your schedule.

#### Your vehicle

The vehicle shown:

- In the 'Description of Vehicles' on your Certificate of Motor Insurance, and described in your schedule; and/or
- Under 'vehicle details' on your cover note.

This is the vehicle you have told us about and your insurer has agreed to insure.

# Changes which affect your insurance

You must tell us about changes which may affect your insurance. In particular you must tell us before you change your vehicle. Here are some examples of other changes you must tell us about. This list is not exhaustive and the premium and/or terms may alter as a result of any changes.

- If you get an extra vehicle.
- If you change your address (also tell us where you park your vehicle overnight).
- If you or any other driver changes jobs. Tell us about part-time work or having no work.
- If you change what you use your vehicle for.
- If you make changes to your vehicle, such as alloy wheels, spoilers, lowered suspension and so on.
- If you want to cover a different driver.

- If you or any person allowed to drive has been involved in a motoring accident or claim.
- If you or any person allowed to drive has been charged with or convicted of any motoring offences or fixed penalty offences, or criminal offences.
- If you or any person allowed to drive develops a health condition that requires notification to the DVLA, or an existing condition worsens.
- If the person who uses your vehicle the most changes.

If you do not tell us about changes, your insurer may reject or reduce payment of your claim, cancel the policy or treat it as though it never existed.

Please ask us for help if you are not sure whether to tell us about certain information or changes to circumstances.

Your insurance premium and policy terms may alter as a result of a change. We will let you know of any difference when you make us aware of a change. Your insurer has the right not to accept your policy on the basis of new details. If this happens, we will try to find an alternative insurer for you.

# Types of Cover

Your current schedule shows what you are covered for. The different kinds of cover are shown below.

#### Comprehensive

Sections 1, 2, 3, 4, 5, 6, 7 and 8 of this policy wording apply.

#### Third party fire and theft

Sections 1, 2, 5, 6, 7 and 8 of this policy wording apply. Section 1 only covers you for losses from fire and theft.

#### Third party only

Sections 2, 5, 6 and 8 of this policy wording apply.

Remember - The general terms, conditions and exclusions apply to all sections of this insurance.

# Summary of Cover

Your schedule shows the level of cover you have chosen along with the start and end date and times of your policy.

This is a summary of cover only. It does not contain the full terms and conditions of the contract. For full details of all policy terms & conditions, please refer to the relevant section of this book.

Significant features & benefits	Significant/unusual exclusions & limitations	Comprehensive	Third Party, Fire & Theft	Third Party Only
Accidental Damage cover (see Section 1)	The most your insurer will pay is the market value of your vehicle at the time of the loss.	✓	X	X
Theft of audio equipment (see section1)	A limit of £300 (if cover is Comprehensive) and £100 (if cover is Third Party, Fire & Theft") applies if the equipment was not fitted as standard	<b>✓</b>	1	X
Fire and theft damage (see section 1)	Excludes loss or damage to your vehicle by theft if:- a) left unlocked or with the keys in or on it, or b) the vehicle is an open top/convertible and the hood has been left open/unlocked, or c) As a result of someone taking it by fraud or trickery.  The most your insurer will pay is the market value of your vehicle at the time of the loss.	<b>✓</b>	<b>✓</b>	X
Third party liability cover including whilst towing (see section 2)	A limit of £20,000,000 applies to third party property damage claims, in addition to a limit of £5,000,000 for legal costs and other expenses incurred for such claims.	*	<b>✓</b>	1
Glass Cover (see section 3)		<b>✓</b>	X	X

Table continued overleaf...

Significant features & benefits	Significant/unusual exclusions & limitations	Comprehensive	Third Party, Fire & Theft	Third Party Only
New vehicle replacement (see section 4)	Your vehicle will be replaced with a new one of the same make, model and specification if;  Your vehicle is less than 12 months old You are the owner & first registered keeper The cost of the repair is more than 60% of the list price, & A replacement is available in the British Isles	<b>✓</b>	X	X
Cover for personal belongings stolen from your vehicle or damaged by accident, fire or theft in your vehicle (see section 4)	A limit of £150 applies. Cover does not apply;     To money, tickets, documents, jewellery, furs, goods or samples.     If your vehicle is an open-top, convertible or motor-caravan     If any window, door, roof opening, removable roof panel or hood is left open or unlocked     If the keys (or any other device needed to lock the car) are left in or on the car.	<b>✓</b>	X	X

Significant features & benefits	Significant/unusual exclusions & limitations	Comprehensive	Third Party, Fire & Theft	Third Party Only
Personal Accident cover (see section 4)	Cover applies to yourself, your spouse or your Civil Law partner. A limit of £5000 per person applies in the event of death, loss of limb or blindness as a direct result of an accident while travelling in a vehicle. Cover does not apply;  To anyone aged over 80 To anyone driving under the influence of drink or drugs To anyone not wearing a seat belt If caused by a suicide or attempted suicide.	✓	X	X
European cover (see section 5)	The policy extends the same level of cover you have in the British Isles to the countries listed in Section 5 of your policy. This cover does not apply;  If you are using any vehicle other than your own vehicle If your permanent home is not in the British Isles For more than 60 days per period of insurance	✓	<b>✓</b>	•
Guaranteed courtesy vehicle (see "How to Make a Claim" section)	Provided you use your insurer's approved repairer, a courtesy vehicle will be provided while your vehicle is being repaired by them; The type of courtesy vehicle is at their discretion.	<b>✓</b>	X	X

#### In addition to the benefits above, the following may apply.

Protected No-Claims Discount (see endorsements Section)	Only applies if you select it (Endorsement 001 will show on your schedule)	If it applies, your no-claim discount will only be reduced if you have more than 2 claims in 5 annual periods of insurance.
Driving Other Cars cover (see Section 2)	Only applies if shown on your Certificate of Motor Insurance (under "Persons or classes of person entitled to drive")	If it applies this gives third party only cover, for you only, to drive other cars (that are not hired nor belong to you). Cover only applies in the British Isles, you must have the owner's permission to drive their car and the car must have a current and valid policy of insurance in force.

# Summary of significant & unusual general exclusions

This is a summary only. For full details of all policy exclusions, please refer to the policy document. For full details of the exclusions specified below, please refer to the relevant Sections (listed below) within the policy document.

Exclusion	Refer to Section below for details	Only applies if cover is
Excesses – You will have to pay the amount of excess shown on your schedule The amount will vary depending on the type of damage to your vehicle.	Section 1	Comprehensive Third Party, Fire & Theft
Excesses – You will have to pay an additional excess if your vehicle is damaged while driven by a young or inexperienced driver.	Section 1	Comprehensive
Glass excess – You will have to pay an excess if you make a claim for glass replacement. The amount is shown on your schedule, and varies depending on whether an approved repairer is used or not.	General Exceptions	Comprehensive
Driving Licence – the insurance does not cover any loss, damage, or liability that happens while your vehicle is being driven by someone who doesn't hold a driving licence or doesn't meet the terms and conditions of their driving licence.	General Exceptions	Comprehensive Third Party, Fire & Theft Third Party Only
Use – the insurance does not cover any loss, damage or liability that happens while your vehicle is being used for something it is not insured for (the Certificate of Motor Insurance shows what the vehicle may be used for).	General Exceptions	Comprehensive Third Party, Fire & Theft Third Party Only
Drivers – the insurance does not cover any loss, damage or liability that happens while your vehicle is in the charge of someone who is not a permitted driver (unless your vehicle is stolen).	General Exceptions	Comprehensive Third Party, Fire & Theft Third Party Only

# Section 1: Cover for loss or damage to your vehicle

#### What your vehicle is covered for

- Your insurance covers loss of or damage to your vehicle. This includes its standard accessories and spare parts if you keep these in or on your vehicle or in your private garage.
- Your insurance also covers loss of or damage to your vehicle's fitted entertainment and communication equipment. This cover does not include tapes, compact discs, digital music players or any other such items.

# Your payment towards a claim (the excess)

- If you claim for damage to your vehicle, you must pay the amount shown in the Policy Excess section of your schedule.
- If you are claiming only for loss of or damage to entertainment and communication equipment, you will not have to pay the excess. But, if there is any other damage to your vehicle at the same time, you will have to pay the excess.

The excess is the amount you have to pay for every claim for loss of or damage to your vehicle (for example, if your repairs cost £1000 and you have a £100 excess, you pay £100 and your insurer pays £900). Excesses apply regardless of who was to blame for the damage.

There are three kinds of excess:

- Compulsory your insurer will apply this in certain circumstances.
- Voluntary if you have chosen to have an excess, your insurer may give you a discount on your premium.
- Young or inexperienced driver this depends on the age of the driver and how long they
  have been driving (see next page).

These excesses will be shown in your schedule and on any endorsement that applies to this insurance. The schedule shows the amount of excesses and the type of damage they apply to. In the event of a claim, all applicable excesses for the damage are added together.

#### Young or inexperienced driver excess

Drivers Age	Amount you pay
Under 21	£300
21 to 24	£200
25 or over who has not held a full UK licence for 12 months or more	£100

This excess applies in addition to any other excess which you may have to pay. This excess does not apply while your vehicle is with a 'defined organisation' and does not apply to fire and theft claims.

#### How your claim will be settled

If your insurer pays your claim, they will either:

- Repair the damage
- Pay you the amount it would cost to repair the damage; or
- Give you an amount to replace what is lost or damaged and not worth repairing.

Your insurer will decide how to settle your claim.

If they pay you the amount it would cost to repair the loss or damage and your vehicle can be repaired, they will take VAT off the amount before paying you (unless your vehicle is a commercial vehicle).

# The most your insurer will pay

- a) For your vehicle
- The 'market value' of your vehicle just before the loss or damage happened (except in the case of section 4 extra benefits – new car replacement)
- b) For entertainment and communication equipment:
- £300 if your policy cover is comprehensive; or
- £100 if your policy cover is Third Party fire and theft;

Except for the manufacturer's standard fitted equipment, in which case there is no limit to your cover.

# If you cannot replace any lost or damaged part or accessory, the most your insurer will pay will be:

- The cost shown in the manufacturer's last price list; and
- The cost of fitting (as agreed between you and your insurer).

#### Repairs which improve your vehicle

If you have any repair or replacement carried out which leaves your vehicle in a better condition than it was before the loss or damage, you will have to pay part of the cost of the repair or replacement.

Examples of this are if you have your exhaust, battery or worn tyres replaced.

#### Hire purchase or leasing agreements

If your vehicle is on hire purchase, or leased, or belongs to someone else, your insurer will normally pay your claim to the car's legal owner.

#### Repairs after an accident, fire or theft

- If you cannot drive your vehicle after an accident, fire or theft that is covered by this insurance, you are insured for making it secure and your insurer will arrange for your vehicle to be taken to the nearest suitable repairer or another safe place. You are also insured for having it taken back to your address after it has been repaired. Your insurer will not pay the cost of any transport outside the country where the damage or loss happened unless they agree to this first.
- You should not move your vehicle if this could cause any more damage.
- Your insurer may arrange a safe place to keep your vehicle while it is waiting to be repaired, inspected or got rid of.
- Your insurer must agree before any new part or accessory is ordered for you or supplied to you.
- If your insurer thinks that the estimate for repairing your vehicle is too much, they may ask you to go to another repairer.

#### **Total loss (write off)**

If your insurer decides to pay you the market value of your vehicle, you must send them all vehicle keys, the vehicle registration certificate (V5C) and (if this applies) the Department for

Transport test certificate (MOT) before they will pay your claim. They may move your vehicle somewhere safe.

Your vehicle belongs to your insurer once they have paid your claim. If they have agreed that you can keep the car they will pay you the agreed claim amount, less the salvage value. If your insurer has also agreed to insure your vehicle once it is fit to drive again, cover will only be started again when you have an MOT certificate and an independent engineer's report showing that the vehicle is roadworthy.

As soon as your insurer says that your vehicle is a total loss, only section 2 of this policy (your liability to other people) will apply until you tell us that your vehicle has been made roadworthy (if your insurer agrees to cover it) or you tell us you have changed your vehicle.

If your cover is not started again within 30 days, or by the end of the current period of insurance (whichever comes first), your policy will be cancelled.

#### What is not covered

# Section 1 of your insurance does not cover any of the following:

- Wear and tear, mechanical, electrical, electronic or computer failures or breakdown or breakages, although any loss or damage caused by failure, breakdown or breakage may still be covered.
- Damage to tyres caused by braking or by punctures, cuts or bursts.
- Loss from taking your vehicle and returning it to its legal owner.
- The value of your vehicle dropping because of damage, whether you have repaired it or not.
- Any losses caused as a result of damage covered by this policy.
- Loss of use of your vehicle.
- Loss of or damage to your vehicle by someone taking it by fraud or trickery, or from any agreement while you are selling or hiring your vehicle.
- Loss of or damage to your vehicle by theft if you or anyone else has left it unlocked, or left it unattended with the keys in it, or on it.
- Loss of or damage to your vehicle by theft if the vehicle is an open-top, targa (semi convertible car) or convertible, and the roof opening or hood has been left open or unlocked.
- The cost of any item which caused fire damage to your vehicle.
- Any excess that applies to this insurance.
- Loss or damage to your vehicle by it being confiscated or destroyed by order of government or public/local authority.

You must take all reasonable steps to avoid loss of or damage to your vehicle. For example, you should take the keys when you leave the vehicle and make sure that you do not leave

valuables where they can be seen. You should close all the windows and lock all the doors. Always make sure that any alarm or immobiliser is on.

# Section 2: Your liability to other people

#### Damage and injury you cause to other people

You are insured for everything you have to pay for by law, including:

- Damages;
- Claimant's costs; and
- Expenses.

The insurer will only pay these costs if they are the result of something that happens while you are driving or in charge of your vehicle and if:

- You injure or cause the death of other people
- You damage property belonging to other people.

#### Cover for other people

Your insurer also covers the following people for legal liabilities to others;

- Any person you allow to use your vehicle as long as your Certificate of Motor Insurance shows that they can. The person must not be banned from driving your vehicle by an endorsement, exclusion or condition.
- Any person who causes an accident while they are travelling in or getting into or getting out of your vehicle.
- Your employer or business partner (if your Certificate of Motor Insurance allows business use).

If anyone covered by this insurance dies, your insurer will transfer to their estate the protection given by this policy.

### **Driving other cars**

If your Certificate of Motor Insurance says so under 'Persons or classes of persons entitled to drive', you are insured to drive any private car that you do not own and have not hired under a hire-purchase, rental or leasing agreement. But, you will not be insured for any loss of or

damage to the car you are driving. Also, you will not be insured in the following circumstances:

- If you do not have the owner's permission to drive the car
- If you are covered by any other insurance to drive the car
- If the car is not registered in the British Isles
- While you are outside the British Isles
- Use to secure the release of any other vehicle which has been seized or confiscated by or on behalf of any government or public authority
- Use of a private motor car unless there is a current and valid policy of insurance in force for the vehicle being driven under this section.
- Use of a car that is leased, hired, rented or registered to your business partner or that is kept or used in connection with your or your employer's business
- If you no longer have your vehicle or it has been damaged beyond economical repair, or stolen and not recovered

You are insured if you are using someone else's car (but only if your certificate says you can). This cover only applies to you - no other driver on your policy is included in this extra cover. There is no cover for the car you are driving in these circumstances, the cover is for third party liability claims only.

#### The most your insurer will pay

The most your insurer will pay for damage to property as a result of any accident(s) caused by a vehicle driven by or used by you or any other person and for which cover is given under this section will be:

- £20,000,000 for loss of or damage to property including any indirect loss or damage, but excluding costs and expenses
- £5,000,000 for legal costs and other expenses in respect of any claim or series of claims arising from any one event causing loss of or damage to property.

# **Legal costs**

If your insurer agrees in writing; they will pay for a legal representative to represent you in the following circumstances;

- Representing you or any permitted driver at a magistrate's court, fatal accident enquiry or coroner's inquest.
- Defending you or a permitted driver against a charge of manslaughter or causing death by dangerous driving.

#### **Emergency medical treatment**

You are insured for emergency medical treatment fees after an accident involving any vehicle which this insurance covers. By law the person who owns the car must pay the cost of emergency treatment fees. You must pass the bill for emergency treatment to your insurer straight away after telling us about the incident. The Road Traffic Act says that your insurer must give this emergency medical treatment cover. If this is the only payment made, it will not affect your no-claim discount.

#### **Towing**

You are insured while any vehicle covered by this insurance is towing a caravan or trailer. The cover will apply as long as the towing is allowed by law, and the caravan or trailer is attached properly by towing equipment made for this purpose.

This section of your insurance does not cover any of the following;

- Damage to or loss of the caravan or trailer.
- Damage to or loss of property being carried in or on the caravan or trailer.
- Any claim if you are towing a caravan or trailer for profit.
- Death or injury to any person being carried in or on or getting into or out of the caravan or trailer.
- Any liability incurred while the caravan or trailer is not attached.

#### What is not covered

This section of your insurance does not cover any of the following;

- Liability for death or injury to any person arising out of and during that person's employment.
- Anyone who is covered by insurance.
- Loss of or damage to any vehicle covered by this insurance.
- Loss of or damage to any property belonging to (or in the care of) any driver or passenger who is making a claim under this section.

# Section 3: Glass Damage

You are insured for:

- Damage to your vehicle's glass; and
- Any scratches to the bodywork caused by the glass breaking.

This includes damage to all the windows, the windscreen and glass sunroofs.

If glass damage is the only damage you are claiming for, it will not affect your No-Claims Discount.

#### Your contribution to the claim (the excess)

You must pay the excess shown on your schedule for any glass damage claims. This excess will not apply if you have the glass repaired.

#### What is not covered

This section of your insurance does not cover damage to any of the following;

- Roof panels
- Winding mechanisms
- Lights and/or reflectors, even if they are made of glass.

# Section 4: Extra Benefits

You do not have to pay an excess for any part of this section.

#### 1) Personal accident cover

If you or your husband or wife or Civil Law partner are injured or killed in a car accident, your insurer will pay the amounts shown below if, within three months of the accident, the accident directly causes;

Death	£5000
Total loss of one or both hands or feet	£5000
Permanent total blindness in one or both eyes	£5000

The most your insurer will pay in any one period of insurance is £5000 for any one person.

Your insurer will only pay if the injury or death happens while you or your husband or wife or Civil Law partner (as defined in the Civil Partnership Act 2004) are travelling in, getting into or getting out of your vehicle, or any other private car that you do not own, hire or lease. This benefit will be paid to the injured person or to his or her personal representatives.

This personal accident cover does not apply:

- To anyone aged over 80 at the time of the accident;
- If the death or injury is caused by suicide or attempted suicide;
- If the death or injury is caused to any person driving while under the influence of drink or drugs; or
- To any person who was not wearing a seat belt at the time of the accident when the law says they should have been.

#### 2) Personal belongings

If personal belongings in your vehicle are lost or damaged because of an accident, fire or theft, these are insured up to £150 in total.

If someone else owns the property, you can ask your insurer to settle the claim with them.

This cover does not apply:

- to personal belongings covered by any other insurance;
- to money, stamps, tickets, documents, jewellery or furs;
- to goods or samples for your work or any other trade;
- if your vehicle is a motor-caravan or an open-top or convertible;
- if any window, door or roof opening is left open or unlocked;
- if the keys (or any other device needed to lock the car) are left in or on the car;
- To theft of personal belongings, unless they are hidden in a glove box or luggage compartment and your vehicle is locked when it is unattended.

#### 3) Medical Expenses

If you or your passengers are injured in an incident involving your vehicle, you are insured for up to £200 for each person for any medical treatment which is needed.

#### 4) New car replacement

Your insurer will replace your vehicle with a new one if your vehicle is within 12 months of when you first registered it as new, and is:

- stolen and not recovered: or
- Damaged, and the cost of repair or replacement is more than 60% of the manufacturer's British Isles list price including taxes.

If you ask, your insurer will replace your vehicle with a new one of the same make and model as long as:

- Everyone involved agrees;
- A replacement vehicle is available from stock within the British Isles; and

You own your vehicle or have a hire-purchase agreement for it.

If a replacement vehicle is not available, your insurer will pay you the market value of your vehicle just before the loss or damage happened.

#### **5) Hiring Transport**

If your vehicle is stolen and not recovered, your insurer will pay you £20 a day for up to five days towards the cost of hiring another car. The period of up to five days applies from 24 hours after you have reported the theft to the police up until the vehicle is found.

The most you will get for every annual period of insurance is £100. The insurer will not pay the claim unless you hire another car.

#### 6) Replacement Locks

You are insured for up to £500 towards the cost of replacement locks, for your vehicle if the keys, transmitters or entry cards for your vehicle are stolen and it is reasonable to believe that any person who has them knows the identity or garaging address of your vehicle. Your insurer will pay towards the cost of replacing: The door locks and/ or boot lock. The ignition/steering lock. The lock transmitter, ignition keys, entry cards and central locking interface.

This section of your insurance does not cover any of the following:

- Theft that has not been reported to the police within 24 hours of you becoming aware.
- Lost or damaged keys, transmitters or entry cards.
- Replacement of alarms or other security devices used in connection with your vehicle.
- Theft of keys, transmitters or entry cards that were left in or on the vehicle if the vehicle was left unlocked or unattended.
- Theft where care was not taken to prevent the incident.
- Keys, transmitters or entry cards taken by a family member/person resident at your address.

#### 7) Child Seat Cover

In the event of an insured accident, providing your child seat is in your vehicle at the time of the accident your insurer will contribute towards the cost of a replacement child safety seat up to £100 per seat, even if there is no apparent damage. This cover is subject to you making a claim under Section 1 - Loss or damage to your vehicle.

#### 8) Hotel Expenses and Alternative Transport Costs

If your vehicle is undriveable following an incident covered by this policy, or is stolen and not found, your insurer will reimburse the following costs;

- One nights' accommodation for the driver and passengers, limited to £50 per person.
   This does not include the costs of meals, drinks or other incidentals OR
- Public transport for the driver and passengers to continue their journey or travel home.

The most your insurer will pay is £250 in total. You will need to pay for the accommodation/public transport initially, and then provide receipts to your insurer in order to claim for a refund.

### 9) Uninsured Drivers

If you make a claim following an accident, you will not lose your no-claim discount or have to pay any excess, provided that the insurer establishes that the accident was not your fault and the driver of the other vehicle is identified and was not insured.

To help your insurer identify the driver and vehicle, please provide them with the make, model and valid registration number of the other vehicle, along with the driver's details and contact details of any independent witnesses.

# Section 5: Driving Abroad

#### Minimum cover

Your policy gives the minimum insurance you need to drive your vehicle in:

- Any country which is a member of the European Union; and
- any country which the Commission of the European Community approves as meeting the rules of Article (8) of the European Community Directive on Insurance of Civil Liabilities arising from the use of motor vehicles (2009/103/EC).

# Countries in which this policy applies

As well as the minimum cover shown above, your policy cover (as shown on your schedule) is valid in the following countries as well as the British Isles.

Andorra, Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France (including Monaco), Germany, Gibraltar, Greece, Hungary, Iceland, Italy (including San Marino & Vatican City), Latvia, Lithuania, Luxembourg, Malta, Netherlands,

Norway, Poland, Portugal, Republic of Ireland, Romania, Slovakia, Slovenia, Spain, Sweden, Switzerland (including Liechtenstein).

Your insurer will not give policy cover outside the British Isles in the following circumstances unless they agree otherwise;

- If you are using any vehicle other than your vehicle
- If your vehicle is not registered and taxed in the British Isles
- If your permanent home is not in the British Isles.
- If you use your vehicle outside the British Isles for more than 60 days in a period of insurance.

Cover also applies while your vehicle is being carried between sea or air ports or railway stations within these countries, as long as this travel is by a recognised sea, air or rail route.

You do not need a Green Card if you are travelling to countries within the European Union. But you should take your Certificate of Motor Insurance and this policy booklet with you.

#### **Extending your cover abroad - within the European Union**

If you are going to travel within the EU for more than 60 days in a year, you should let us know before you go abroad. If your insurer agrees, we or your insurer will extend your policy to cover this. You may have to pay an extra premium for this.

## Extending your cover abroad - outside the European Union

There is no agreement outside the EU about minimum cover. Unless the country you are travelling to is listed under 'Countries in which this policy applies', no cover applies at all. You must call us to make arrangements before you go abroad. Please call at least 2 weeks before your intended departure date. If your insurer agrees to extend your policy, we or your insurer will issue an international motor insurance certificate (green card). You may have to pay an extra premium for this.

#### **Customs duty**

You are covered if you have to pay customs duty for your vehicle if:

- There is loss or damage to your vehicle which is covered under this policy; and
- The loss or damage happens in any country listed above.

The most your insurer will pay for this is the market value of your vehicle.

#### **General Average Contribution**

You are covered for general average contribution, salvage and sue and labour charges while your vehicle is transported at sea.

The most your insurer will pay for this is the market value of your vehicle.

### Section 6: No-Claim Discount

Your insurer will reduce your renewal premium as stated by the no-claim discount scale that applies at the time you renew your policy as long as:

- You do not claim under this insurance;
- No claim has been made against you; and
- Nothing has happened which may result in a claim.

If a claim is made under your policy, all or some of your no-claim discount will be lost (depending on the number of years no-claim discount you have and the no-claim discount scale used by your insurer at the time).

We check your no-claim discount every time you renew your policy (or when your policy is cancelled). As no-claim discount scales can change, you should call us if you need to know what your no-claim discount is.

If you are no longer insured with us, we will only issue proof of any no-claim discount when your account is paid in full.

# Section 7: Extra Cover

If your vehicle is in the care of a defined organisation and is damaged while being driven or used outside the circumstances shown on your Certificate of Motor Insurance, then you are covered for this loss or damage, depending on the level of cover you have. You will not have to pay any excess in these circumstances.

# Section 8: Cancellation

#### You have the right to cancel this policy within 14 days

You have 14 days from when you receive your policy documents or the purchase date of your policy, whichever is later, to telephone or write to us at the address shown below if you want to cancel your policy. This is known as a cooling-off period. If you cancel your policy and cover has not started we will refund any premium paid. If you cancel your policy and cover has started, as long as you have not made a claim and neither you nor anyone who may be entitled to cover under this policy is aware of any circumstances having occurred which might give rise to a claim, you will be charged a proportion of your premium to reflect the time that you were covered under your policy. If any claim has been made or anyone who may be entitled to cover under this policy is aware of any circumstances having occurred which might give rise to a claim during the period of insurance, you must pay the full annual premium and you will not be entitled to any refund. If you do not cancel your policy during the cooling-off period, it will remain in force and you will be required to pay the premium for the period of insurance.

#### You may cancel this policy at any other time

You may cancel your policy any time after the cooling-off period by telephoning or writing to us at the address shown below. As long as you have not made a claim and neither you nor anyone who may be entitled to cover under this policy are aware of any circumstances having occurred which might give rise to a claim, you will be charged a proportion of your premium to reflect the time that you were covered under your policy. If any claim has been made or anyone who may be entitled to cover under this policy is aware of any circumstances having occurred which might give rise to a claim during the period of insurance, you must pay the full annual premium and you will not be entitled to any refund.

### We may cancel this policy

We and your insurer have the right to cancel this policy at any time by sending you seven days' notice where there is a valid reason for doing so and will set out the reason for cancellation in the notice. Valid reasons include, but will not be limited to, those listed below;

- Changes to the information detailed on your statement of insurance, schedule or Certificate of Motor Insurance which result in the risk of providing cover to you no longer being acceptable to your insurer.
- Where the circumstances of a new claim, or an incident we or your insurer have become aware of, mean that your insurer no longer wishes to provide cover.
- Where a fraudulent claim has been submitted or your insurer suspects fraud on this or any other policy you have with them.

- Where you, a person acting on your behalf, or any person covered to drive your vehicle
  uses threatening, intimidating or abusive behaviour or language towards our or your
  insurer's staff, suppliers or agents acting on our or their behalf.
- Where any person claiming cover under this policy fails to provide us or your insurer with any reasonable information or documents (such as proof of no claims bonus) we or your insurer ask for. (Notice will be sent to you allowing you an opportunity to rectify the situation by providing us or your insurer with the information or documents).
- Where you or anyone acting on your behalf failed to take reasonable care to provide us or your insurer with accurate information when you took out, renewed or asked for changes to be made to your policy.
- Where we are unable to collect a premium payment due to insufficient funds in the
  account you have nominated to pay from. (Notice will be sent to you allowing you an
  opportunity to rectify the situation and confirming that a second attempt to collect the
  payment will be made).
- Where we are unable to collect a premium payment due to a Direct Debit Instruction being cancelled. (Notice will be sent to you allowing you an opportunity to rectify the situation).

As long as you have not made a claim, and neither you nor anyone who may be entitled to cover under this policy is aware of any circumstances having occurred which might give rise to a claim, you will be charged a proportion of your premium to reflect the time that you were covered under your policy. If any claim has been made or anyone who may be entitled to cover under this policy is aware of any circumstances having occurred which might give rise to a claim during the period of insurance, you must pay the full annual premium and you will not be entitled to any refund.

#### **Our Contact Details are:**

Kwik Fit Insurance Services 1 Masterton Way Tannochside Business Park Glasgow G71 5PU

Tel: 0800 561 0600

Email: onlineservice@kfis.co.uk

#### Our administration charge for cancellation

If your policy is cancelled within the first 14 days after you purchased it or received your policy documents, whichever is the latter, we will apply an administration fee of £30 to cover our processing costs. If your policy is cancelled after 14 days, we will charge £50. If you are due a refund from your insurer this charge will be taken from the refund. If no refund is due an additional payment will be required to cover the cancellation charge. These cancellation terms will not apply if your policy is cancelled because your insurer stops trading.

#### **Cancellation if your insurer stops trading**

In the unlikely event that your insurer stops trading (for example, because of insolvency), we or your insurer or their representative will give you seven days' notice that all cover will be cancelled. If this happens, you may be entitled to get a refund of part of your premium as calculated by the Financial Services Compensation Scheme.

## General Exclusions

These general exclusions apply to the whole of this insurance.

#### Your insurance does not cover the following

- 1) Any accident, injury, loss or damage that happens while your vehicle is:
- being used for something which is not covered by your certificate of motor insurance;
- in the charge of anyone who is not a permitted driver (unless your vehicle is stolen or taken without your permission); or
- Being driven by someone who does not hold a driving licence, or does not meet the terms and conditions of their driving licence.

This does not apply for any claim under sections 1 or 3 when your vehicle is with a 'defined organisation'.

- 2) Any liability you have accepted under an agreement or contract unless you would have the liability if the agreement or contract did not exist.
- 3) Anyone who does not meet all the conditions of this insurance.
- 4) Any liability, accident, injury, loss or damage caused directly or indirectly by:
  - war, revolution, or any similar event (unless your insurer needs to give cover to meet relevant insurance law);
  - acts of terrorism (unless your insurer needs to give cover to meet the Road Traffic Acts) as defined by the Terrorism Act 2000, or as defined by any British Isles Court of Law:
  - riot or civil commotion happening outside of England, Wales, Scotland, the Isle of Man and the Channel Islands (unless your insurer needs to give cover to meet relevant insurance law);
  - earthquake;
  - ionising radiation or radioactive contamination from nuclear fuel, or nuclear waste, from burning nuclear fuel, or any risk from nuclear equipment; or
  - Pressure waves caused by aircraft and other flying objects travelling at or above the speed of sound.

- 5) Any legal action taken against you outside the British Isles, unless it is as a result of using your vehicle in a country which your insurer has agreed to extend this insurance to cover.
- 6) Any liability, injury, loss or damage caused directly or indirectly by pollution or contamination, unless the pollution or contamination happens at a specific time and place during the period of insurance and is directly caused by one incident and is:
  - Sudden:
  - Identifiable;
  - Not deliberate; and
  - Unexpected.

The insurer will assume that the pollution caused by the incident happened when the incident took place. This exception does not apply if any motor insurance law says that your insurer must give this cover.

7) Any loss, damage or liability arising while your vehicle or any other vehicle covered by this insurance is in any place where aircraft take off, land or park including any associated service roads, refuelling areas, ground equipment areas or the Customs examination areas of international airports.

### General Conditions

## What you must do

This insurance will only apply if you and any permitted drivers meet all the conditions in this document.

Your premium is based on the information you gave us when your cover started and when you renew it. If the circumstances change you must tell us as soon as possible.

If you or anyone representing you:

- provide us with misleading or incorrect information to any of the questions asked when applying for, amending or renewing this insurance; or
- deliberately mislead us to obtain cover, gain a cheaper premium or more favourable terms; or
- provide us or your insurer with false documents; or
- make a claim or part of a claim that is fraudulent, false or exaggerated;

#### We or your insurer may:

- amend your details to record the correct information, apply any relevant policy terms and conditions and collect any additional premium due;
- reject a claim or reduce the amount of payment made; and/or
- cancel or void your policy (treat as if it never existed), including any other policies which you may have with us or your insurer.

Where fraud is identified we and/or your insurer will also:

- Not return any premium paid by you;
- recover from you any costs we or your insurer have incurred;
- pass details to fraud prevention and law enforcement agencies that may access and use this information.

#### **Accident and claim procedures**

After any accident, injury, loss or damage, you must:

- give us full details as soon as you can;
- send any letter about the claim, (which you must not answer) directly to your insurance company (We will give you their name and address when you tell us about the claim);
- tell us as soon as you know about any prosecution, coroner's inquest or fatal accident enquiry;
- not admit that you are to blame, offer to pay for anything or sign anything at the scene of the accident;
- not do anything which may prejudice your insurer's position; and
- give us and your insurer all the help we may need to deal with a claim.

#### Handling a claim for you

#### Your insurer can:

- take over, carry out, defend or settle any claim; and
- take action (which they will pay for) to get back any money they have paid out under this insurance.

Your insurer will take this action in your name or the name of anyone else covered by this insurance. You or the person whose name they use must give all the information and help they may need.

#### **False claims**

Your insurer will not pay a claim which is fraudulent or false or where they have been given documents which are false or stolen. If this happens all cover under this insurance will end.

#### Insurer's right to recover losses

If the law of any country says that your insurer must pay a claim which they would not otherwise have paid, they can get the costs back from you or the person who was using your vehicle.

# Looking after your vehicle

You and the permitted drivers must:

- protect your vehicle from loss or damage; and
- keep your vehicle and any trailer or caravan being towed by your vehicle in a safe and roadworthy condition.

Your vehicle must be covered by a valid Department for Transport test (MOT) certificate if you need one by law. Whenever the vehicle is unattended, it must be locked and all the keys removed. You must allow your insurer to examine your vehicle and any trailer or caravan towed by your vehicle at any time agreed between you and your insurer.

#### Other insurance

If you claim for anything that is covered by another insurance, your insurer will only pay their share of any claim.

#### **Cover for car-sharing**

Your policy allows you to accept payment from passengers in your vehicle as part of a carsharing agreement, as long as:

- Your vehicle has not been built or adapted to carry more than eight passengers and a driver;
- You are not carrying passengers as part of a business of carrying passengers;
   and
- You do not make a profit from the payments you get for a journey.

#### Endorsements

An endorsement only applies if it is shown on your schedule. Details of all endorsements are either shown in this section or on your schedule. If an endorsement number has a person's name or a type of person after it, the endorsement applies only to that person or type of person. The general terms, conditions and exclusions of this insurance also apply to the endorsements.

#### **Endorsement 001 - No-Claim Discount protection**

Your insurer will only lower your no-claim discount if you have made more than two claims (including claims made against you) in the last five periods of insurance.

#### **Endorsement 002 - Excluding drivers under 25**

You will not be covered while your vehicle is being driven by or is in the charge of anyone who is under 25.

#### **Endorsement 003 - Excluding drivers under 30**

You will not be covered while your vehicle is being driven by or is in the charge of anyone who is under 30.

# Endorsement 004 - Excluding drivers under 25 other than people named in the schedule

You will not be covered while your vehicle is being driven by or is in the charge of any person under 25 unless they are named in the schedule.

#### **Endorsement 005 - Official use clause**

You are insured while your vehicle is being used by you on official business. If you get a mileage allowance for this or for carrying official passengers, your insurer will not count it as use for hiring or for carrying passengers for hire or reward.

# **Endorsement 007 - Limited mileage**

Your insurer has lowered your premium because you have agreed that you will not drive more than the number of miles every year shown on your statement of insurance. If you go over this mileage, you will have to pay the following amounts towards any claim for accidental loss or damage to your vehicle;

- Mileage limit gone over by less than 1000 miles- £250 excess.
- Mileage limit gone over by 1000 miles or more £500 excess.

These amounts apply as well as any other excesses that are shown on your schedule.

#### **Endorsement 008 – Several Liability Notice**

The obligations of Markerstudy Insurance Company Ltd and its co-insurers under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of each insurer's individual subscription. If one of the insurers does not for any reason satisfy all or part of its obligations the other insurers will not be responsible for the defaulting insurer's obligations.

# Endorsement 009 - Excluding drivers under 30 other than people named in the schedule

You will not be covered while your vehicle is being driven by or is in the charge of any person under 30 unless they are named in the schedule.

#### **Endorsement 012 – Security**

Your insurer will only cover claims for theft damage under Section 1 (Cover for loss or damage to your vehicle), when a Thatcham Category 1 or 2 immobilising device or a Tracker device has been fitted to your vehicle. The device must be fitted in line with the manufacturer's instructions, and must be in active operation at all times your vehicle is left unattended. Proof that the device is fitted to your vehicle will be required before your insurer will consider any theft claim under Section 1.

#### **Endorsement 015 - Compulsory Overnight Location**

Your insurer will only be liable for claims for fire, theft or attempted theft damage under Section 1 (Cover for Loss or Damage to your vehicle) when your vehicle has been locked in a secure garage overnight, (22:00 - 06:00) if within the vicinity (half a mile) of your home address.

#### **Endorsement 016 - Vehicle-tracking device requirement**

Amendment to Section 1 - Loss of or damage to your vehicle. Your insurer will not cover you under this section of your policy for theft or attempted theft unless:

- a) Your vehicle is fitted with a vehicle-tracking system approved by your insurer and the system was turned on and working properly at the time of the theft or attempted theft;
- b) You have paid all your tracking subscriptions; and
- c) You tell the vehicle-tracking system company about the theft within 4 hours of you (or anyone else in charge of your vehicle) being aware your vehicle has been stolen.

#### **Endorsement 017 - Limited mileage**

Your insurer will not provide any cover under this policy (apart from under Section 2 - Liability to other people) if you do more than the number of miles a year in your vehicle than is shown against this endorsement on the schedule.

You must give us the recorded mileage of your vehicle at the following times;

- If you make a claim under this policy.
- When your policy starts.
- Each time you renew this policy.
- If you change the car covered under this policy (you must then give us the recorded mileage of your old vehicle and new vehicle).

#### **Endorsement 018 - Imported cars (grey imports)**

If your vehicle is defined by the Driver and Vehicle Licensing Agency (DVLA) as a 'personal import' or 'very low volume vehicle' and you imported it from outside the European Union, your insurer will only provide cover under this policy if your vehicle met the DVLA's 'type approval regulations' when it was imported to the British Isles.

The following amendments apply to your policy;

- a) You are not entitled to the new car replacement benefit or the hiring transport benefits under Section 4.
- b) If your vehicle is damaged and the cost of repairing it is more than it is worth, or if your vehicle is stolen and not found, your insurer will only pay up to the market value of your vehicle in the British Isles at the time it was stolen or damaged. Your insurer will not pay more than the amount shown on the receipt for your vehicle or the value of your vehicle that you declared to us at the start of your policy, whichever is lowest.
- c) If your vehicle is damaged and the suitable parts or accessories are not available in the British Isles, your insurer may choose to send you a cheque for the amount of the loss or damage instead of repairing your vehicle. The amount they will pay for new parts and accessories will not be more than the manufacturer's last list price in the country where your vehicle was manufactured. The insurer will use the currency exchange rates that apply at the date of that damage. They will not pay for the cost of importing any part or accessory into the British Isles.

#### **Endorsement 019 - Windscreen limit (grey import)**

Change to Section 3 - Glass damage.

If the windows are replaced, the most your insurer will pay is £450 for any one claim (after taking off the excess). Your insurer will not cover any damage to panoramic windscreens under this section of your policy.

#### **Endorsement 020 - Windscreen limit**

Change to Section 3 - Glass damage.

If the windows are not replaced by our approved repairer there is a limit of £150 per claim (after taking off the excess).

#### **Endorsement 021 - Provisional Licence Holders**

This policy only provides cover whilst you are a provisional licence holder. Once you have passed your driving test this policy will no longer provide any form of cover for either you or any driver named on your policy. You must return to us the Certificate of Motor Insurance for cancellation within 7 days from the date you passed your driving test. Failure to do so will

make you personally liable for any Third Party Claims, Damage or Costs, resulting from any incident you may be involved in after you have passed your driving test.

# **Endorsement 022 - Co-insurer Details and Several Liabilities Notice**

This insurance policy is issued by Zenith Insurance Plc and St Julians Insurance Company Limited and/or their Co-Insurers. The contact details for St Julians Insurance Co. Ltd are: 4th Floor, Development House, St Anne Street, Floriana, FRN 9010, Malta. Registered in Malta (no. C50869). St Julians Insurance Company Limited is authorised and regulated by the Malta Financial Services Authority (MFSA) to carry on general insurance business in terms of the Malta Insurance Business Act, 1998 and subject to limited regulation by the UK Financial Conduct Authority and the Prudential Regulation Authority in respect of underwriting business in the UK (No.534771). The names and addresses of the other co-insurers subscribing to this insurance are available upon request. Several Liabilities Notice: The obligations of Zenith Insurance Plc and/or St Julians Insurance Company Limited and/or their co-insurers under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of each insurer's individual subscription. If one of the insurers does not for any reason satisfy all or part of its obligations the other insurers will not be responsible for the defaulting insurer's obligations.

#### **Endorsement 023 - Drink & Drugs Endorsement**

This policy does not provide cover for any loss, damage, accident or injury occurring whilst your vehicle is being driven by you or any person authorised by you to drive your vehicle, should it be proved to the satisfaction of the insurer that the driver was driving under the influence of drink or drugs. A conviction under the relevant law (including convictions for the offences of failing to supply specimens of breath, urine or blood) shall be deemed to be conclusive evidence of the condition of the driver at the time and date of the occurrence giving rise to the conviction. In the event that the insurer has paid for any loss, damage or injury caused by the same incident but before the date of the conviction, the insurer will then be entitled to reclaim all such monies paid from you.

# Endorsement 024 - Terrorism Endorsement Section 2: Your liability to other people

Your insurer will not pay for any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event, except to the extent that it must provide cover under the Road Traffic Acts:

Terrorism

1. Terrorism is defined as any act or acts including, but not limited to:

- a) The use or threat of force and/or violence and/or
- b) Harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, harm or damage by nuclear and/or chemical and/or biological and/or radiological means caused or occasioned by any person(s) or group(s) of persons in whole or in part for political, religious, ideological or similar purposes, or is claimed to be or occasioned in whole or in part for such purposes
- 2. Any action taken in controlling, preventing, suppressing or in any way relating to (1) above

In respect of 1 and 2 above, where your insurer must provide cover under the Road Traffic Acts, the maximum amount your insurer will pay for damage to property as a result of any accident(s) caused by a motor vehicle(s) driven or used by you or any other person, for which cover is provided under Section 2, will be:

- 1) £5,000,000 in respect of all claims resulting directly or indirectly from one originating cause, or;
- 2) Such greater sum as may in the circumstances be required to meet the minimum insurance requirements of the Road Traffic Acts.

As a consequence of this change the 2nd bullet point under General Exclusion 4 "acts of terrorism (unless your insurer needs to give cover to meet the Road Traffic Acts) as defined by the Terrorism Act 2000, or as defined by any UK Court of Law" is hereby deleted.

#### **Endorsement 025 - Noted Owner**

It is noted that the insured vehicle is not owned and / or registered by you.

# **Endorsement 026 – Manufacturers Security**

It is a condition of this insurance that any manufacturer's standard security device fitted to your vehicle is operational and is used whenever you leave your vehicle unattended. If the device is not operational or is not used, the theft section of your policy will not be operative, and you will not be covered for any claims for theft or attempted theft.

# If you have a complaint

If we, or your insurer, let you down, please tell us and we will do our best to resolve the issue as quickly and fairly as possible.

Refer to the table below to decide how you want to communicate your complaint; this will depend on whether your complaint is about Kwik Fit Insurance Services or your insurer. Note that there is a different process if your insurer is a Lloyd's syndicate

Note: the name of your insurer (& whether they are a Lloyd's syndicate) is shown on your insurance documents

If your complaint is about the service you have received from Kwik Fit Insurance Services;

Call:

0800 561 0600

Email:

customerrelations@kfis.co.uk

Write:

Customer Relations Kwik Fit Insurance Services PO Box 007 Glasgow G71 5PU If your complaint is about the service received from your insurer, and your insurer is a Lloyds syndicate, please write to;

The Customer Relations
Officer of your insurer, as
shown on your insurance
documents. If you are unsure
of these details, please call us
on 0800 561 0600.

Or you may contact Lloyd's at:
Policyholder & Market
Assistance
Market Services
One Lime Street,
London,
EC3M 7HA

complaints@lloyds.com

0207 327 5693.

If your complaint is about the service received from your insurer, and your insurer is not a Lloyd's syndicate, please write to;

The Customer Relations Officer of your Insurance company, as shown on your insurance documents.

If you are unsure of these details, please call us on 0800 561 0600.

We/your insurer will try to resolve your complaint within three working days and issue you a summary resolution letter. If we/your insurer are unable to resolve your complaint, we/they will be in contact with you within five working days of receiving your complaint to advise what we/they are doing to resolve the problem and the timeframe by which you can expect a final response.

#### If your complaint cannot be resolved

If you are not satisfied with either the summary resolution or final response letter, you have the right to refer your complaint to the Financial Ombudsman Service, free of charge, but you must do so within 6 months of the date of the summary resolution or final response letter. Referral to the Ombudsman does not affect your right to take legal action. You can contact them as follows:

Financial Ombudsman Service Exchange Tower London E14 9SR

Tel: 0800 023 4567

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

Please note that if you do not refer your complaint within the six months, the Financial Ombudsman Service will not have our/your insurer's permission to consider your complaint and therefore will only be able to do so in very limited circumstances. For example, if it believes that the delay was as a result of exceptional circumstances.

The Ombudsman will need a completed form, which you can get from their website, or they can help you fill out the form by taking your details over the phone.



#### Kwik Fit Insurance Services is a trading name of Ageas Retail Limited.

Registered office: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA.

Registered in England and Wales 1324965. Ageas Retail Limited is authorised and regulated by the Financial Conduct Authority.

FCA registered number: 312468

Ageas Retail Limited is a sister company of Ageas Insurance Limited.

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