

*Keep me safe*

# Car Insurance

Policy document



**highway**  
PART OF LIFE



## **WELCOME TO HIGHWAY**

**Thank you for choosing to purchase a Highway Insurance policy.**

Highway Insurance is part of the Liverpool Victoria group of companies. Founded in 1843 Liverpool Victoria, which also trades as LV=, is the UK's largest friendly society and a major provider of insurance and financial services products.

As a friendly society and mutual, Liverpool Victoria exists wholly for the benefit of its members. We have no shareholders taking a share of our profits. Instead we invest our profits in making our products competitive and delivering an outstanding customer service.

Our claims service goes the extra mile. Committed to doing the right thing for our policyholders, we will aim to settle claims quickly, even in the most difficult circumstances.

If you would like to learn more about Highway please visit our website at:

**[www.highway-insurance.co.uk](http://www.highway-insurance.co.uk)**

A handwritten signature in black ink, appearing to read 'John O'Roarke', with a long horizontal flourish extending to the right.

**John O'Roarke**

**Managing Director**

**Liverpool Victoria Insurance Company Limited**

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# DEFINITION OF TERMS AND WORDS

## Definitions

The following words or phrases have the same meaning wherever they appear and are shown in bold throughout this **policy**.

<b>Certificate of Motor Insurance</b>	Legal evidence of <b>your</b> insurance. It is one part of the <b>contract of motor insurance</b> . It shows the cars <b>we</b> are insuring, who may drive the <b>insured car</b> (where 'any authorised driver' is stated, refer to the <b>schedule</b> for restrictions), what it may be used for and the <b>period of insurance</b> .
<b>Contract of Motor Insurance</b>	The <b>policy</b> , the <b>schedule</b> (including <b>endorsements</b> ), the <b>certificate of motor insurance</b> , the information <b>you</b> gave <b>us</b> in the <b>proposal form</b> or <b>statement of fact</b> and declarations that <b>you</b> have made, all form the <b>contract of motor insurance</b> .
<b>Endorsements</b>	Something which alters <b>your</b> insurance cover. <b>Your</b> cover will be affected by any <b>endorsement</b> that is shown on the <b>schedule</b> . (Such <b>endorsements</b> may add exclusions to the cover or require <b>you</b> to take action such as fitting approved security.) More than one <b>endorsement</b> may apply. If <b>you</b> do not comply with any <b>endorsements</b> , this <b>contract of motor insurance</b> may no longer be valid and <b>we</b> may refuse to deal with any claim.
<b>Excess</b>	The amount <b>you</b> have to pay towards each claim <b>you</b> make under this <b>contract of motor insurance</b> . There may be more than one <b>excess</b> , part of which may be voluntary (where <b>you</b> have chosen to take an <b>excess</b> to receive a discount on <b>your</b> premium). The amount of the <b>excess</b> is shown on the <b>schedule</b> .
<b>Family or Household</b>	Any member of the policyholder's family, or any other person, who is a permanent or temporary resident at the policyholder's address.

<b>General Conditions</b>	These describe <b>your</b> responsibilities, general information and the procedures that apply in certain situations, such as when there is a claim or the <b>contract of motor insurance</b> is cancelled.
<b>General Exclusions</b>	These describe the things that are not covered by the <b>contract of motor insurance</b> . They are in addition to the exclusions shown under the headings 'What is not covered' in each of the Sections detailing the cover provided.
<b>Geographical Limits</b>	Great Britain, Northern Ireland, the Isle of Man and the Channel Islands. It also includes travelling by sea, air or rail between these places. Section 6 explains the cover that applies when driving abroad.
<b>Highway Insurance</b>	The trading name of <b>Highway Insurance Company Limited</b> .
<b>Highway Insurance Company Limited</b>	An insurance company, part of the Liverpool Victoria group of companies, authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.
<b>Hire Car</b>	A Group A vehicle (1.0 litre hatchback or similar) which will be delivered to and collected from <b>your</b> home address.
<b>Hire Car Company</b>	The company <b>we</b> instruct to provide <b>you</b> with the <b>hire car</b> .
<b>Hire Period</b>	The period for which <b>we</b> pay for the <b>hire car</b> for up to a maximum of 14 days.
<b>Insurance Adviser</b>	The person or company <b>you</b> purchased this insurance from.
<b>Insured Car</b>	The car(s) shown on the current <b>schedule</b> and <b>certificate of motor insurance</b> .
<b>Insured Vehicle</b>	Any motor vehicle insured comprehensively with <b>Highway Insurance</b> that appears on a current <b>certificate of insurance</b> and for which a premium has been paid for car hire cover.

<b>Market Value</b>	The cost at the date of the accident or loss of replacing the <b>insured car</b> , if possible, with one of a similar make, model, age, condition and mileage. <b>We</b> will usually ask an engineer to give <b>us</b> advice about the <b>market value</b> of the <b>insured car</b> , refer to guides of car values and any other relevant sources. In assessing the <b>market value</b> , <b>you</b> should consider the amount that could reasonably have been obtained for the <b>insured car</b> if <b>you</b> sold it immediately before the accident, loss or theft.
<b>Period of Insurance</b>	The length of time covered by this <b>contract of motor insurance</b> , as shown on the current <b>schedule</b> and <b>certificate of motor insurance</b> .
<b>Personal Belongings</b>	Certain property in the <b>insured car</b> , which <b>you</b> wear or use in every day life which belongs to <b>you</b> or anyone travelling in the <b>insured car</b> . Section 5 of this <b>policy</b> sets out the cover and limits which apply, and the items of personal belongings which are not covered.
<b>Policy</b>	This booklet, which sets out the details of cover and all the terms and conditions which apply. It is one part of the <b>contract of motor insurance</b> .
<b>Private Motor Car</b>	How the other car is described on <b>your certificate of motor insurance</b> when allowing the driving other cars extension. Driving other cars and this definition is given with the intention of allowing <b>you</b> to drive <b>private motor cars</b> only under the extension of cover. It does not extend cover to car derived vans, vans, motorcycles, or any other motor vehicle.
<b>Proposal Form or Statement of Fact</b>	The documents filled in by <b>you</b> , or on <b>your</b> behalf by an <b>insurance adviser</b> , or someone else, and all other information <b>you</b> gave and declarations made at the time the insurance was arranged and on which <b>we</b> have relied when agreeing to offer this <b>contract of motor insurance</b> . If <b>you</b> do not give <b>us</b> full information at the start, and tell <b>us</b> about changes, this <b>contract of motor insurance</b> may no longer be valid and <b>we</b> may refuse to deal with any claim.

<b>Schedule</b>	Forms part of the <b>contract of motor insurance</b> and confirms details of <b>you</b> , the <b>insured car(s)</b> and the cover which applies. It is one part of the <b>contract of motor insurance</b> .
<b>Standard Accessories</b>	Accessories made available for the vehicle by the manufacturer as optional extras and for which a receipt must be provided. <b>Standard accessories</b> do not include modifications to the <b>insured car</b> , signwriting or any other accessory fitted to it not provided by the vehicle manufacturer.
<b>Territorial Limits</b>	England, Scotland, Wales and Northern Ireland. These limits apply to Part B only. The <b>geographical limits</b> defined in this <b>policy</b> do not apply to Part B of this <b>policy</b> .
<b>We, our, us</b>	<b>Highway Insurance Company Limited</b> trading as <b>Highway Insurance</b> .
<b>You, Your</b>	The person, company or trading name (including subsidiary companies) shown as the insured on the <b>schedule</b> and <b>certificate of motor insurance</b> .



# IMPORTANT INFORMATION

Please read this **policy**, the **schedule** (including any **endorsements**) and the **certificate of motor insurance** very carefully. Together with the information **you** gave **us** in the **proposal form or statement of fact**, and the declarations that **you** have made, they form the **contract of motor insurance**. **You** should pay particular attention to the **general exclusions**, the **general conditions** and any **endorsements** which apply.

The words that appear in bold throughout this **policy** are defined on pages two, three, four and five and have the same meaning wherever they appear.

Please tell **your insurance adviser** immediately if **you** have any questions, the cover does not meet **your** needs, or any part of **your** insurance documentation is incorrect.

## Data Protection Notice

### How we use your personal information

This information explains how **we** may use **your** details and tells **you** about the systems **we** use that allow **us** to detect and prevent fraudulent applications and claims. The savings that **we** make help **us** to keep premiums down.

The way in which **we** may use **your** personal data is controlled by the requirements of the Data Protection Act 1998. **Highway Insurance Company Limited** is registered for the purpose of processing personal data.

Information provided to **us** may be held, whether or not **you** purchase a policy, on computer, paper file or other format. **We** will hold this information for a reasonable time to ensure that a clear and complete history of insurance enquiries, applications, **policy** records and transactions is maintained.

Subject to payment of a fee, **you** can ask for a copy of the personal information **we** hold about **you** by writing to the CCA Department, LV=, County Gates, Bournemouth, BH1 2NF. For details of the Liverpool Victoria group of companies please refer to [www.LV.com](http://www.LV.com)

The information (some of which may be sensitive data) may be used to process and administer **your** insurance by **us** and **our** agents (eg service providers both within and outside the European Economic area with which **we** have agreements). It may also be used or disclosed to regulators for the purposes of monitoring and enforcing **our** compliance with any regulation.

## IMPORTANT INFORMATION CONTINUED

Occasionally, **your** personal information may be disclosed to selected third parties who are assisting **us** in service improvement activities.

All phone calls may be monitored and recorded and used for fraud prevention and detection, quality control and training purposes.

If credit or debit card details are provided to **us we** may use this information to automatically renew **your** insurance policies. **We** will only do this where **we** have **your** permission.

If **your** details have been obtained through one of **our** affinity associations **we** may pass some of **your** information, including **policy** details and ongoing information, to that affinity organisation for membership, business analysis and other relevant purposes.

If **you** move to a new insurer **we** may confirm certain details about **your** insurance to them. **We** will only do this if **we** are sure it's a genuine request.

If **we** receive a request for policy information by an individual other than the policy holder **we** will check that the policy holder has given permission to do this.

Sensitive personal data will not be used for marketing purposes.

### Credit Search

**We** use information obtained from a number of sources including credit reference agencies. This helps **us** to confirm **your** identity, allows **us** to give **you** a quote and decide which payment options **we** can offer **you**, for example, paying monthly.

**You** will see a record of this search if **you** request a Credit Report. No other organisation who may conduct credit searches will be able to see it.

The search won't affect **your** credit record or credit rating in any way.

# IMPORTANT INFORMATION CONTINUED

## Previous claims and incidents

**You** must tell **us** about any claim or incident (such as fire, water damage, theft or an accident) whether or not **you** claimed for them. When **you** tell **us** about a claim or incident **we** will pass information about it to various databases. **We** may search these databases:

- when **you** apply for insurance
- if **you** have a claim
- at renewal

**We** will do this to validate **your** claims history or that of any other person or property likely to be involved in the insurance or claim.

## Fraud prevention and detection

**We** will check **your** information against a range of registers and anti fraud databases for completeness and accuracy. **We** may also share **your** information with law enforcement agencies, other organisations and public bodies.

If **we** find that false or inaccurate information has been given to **us**, or **we** suspect fraud, **we** will take appropriate action. If fraud is identified, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information.

**We** and other organisations, including those from other countries, 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** at GFC, LV=, County Gates, Bournemouth, BH1 2NF if **you** want to receive details of the registers and fraud prevention agencies.

## IMPORTANT INFORMATION CONTINUED

### Motor Insurance Database

**We** will add details about **your** insurance policy to the Motor Insurance Database ('MID') which is managed by the Motor Insurers' Bureau ('MIB'). The MID and the data stored on it may be used by the Police, the DVLA, the DVANI, the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including:

- electronic licensing
- continuous insurance enforcement
- law enforcement (prevention, detection, apprehension and/or prosecution of offenders)
- the provision of government services and/or other services aimed at reducing uninsured driving

If **you** are involved in a road traffic accident (either in the UK or abroad), insurers and/ or the MIB may search the MID to obtain relevant information.

Other persons (including their appointed representatives) pursuing a claim in respect of a road traffic accident (including foreign citizens) may also obtain relevant information held on the MID.

It's vital that the MID holds **your** correct registration number. If not **you** risk the Police seizing **your** vehicle. **You** can check that **your** correct registration number is shown on the MID at [www.askmid.com](http://www.askmid.com)

### Telling you about other products and services

Unless **you** have indicated otherwise, **we** and other carefully selected organisations may use **your** information to keep **you** informed of other products and services that may be of interest to **you**. **You** may be contacted by post, telephone or other appropriate means. If **you** would rather not receive such information please write to CCA Department, LV=, County Gates, Bournemouth, BH1 2NF.

## IMPORTANT INFORMATION CONTINUED

### How To Make A Complaint

If **you** have a complaint about **your** policy or the service **you** have received, please contact the broker, intermediary or agent that arranged it. If they are unable to resolve **your** complaint **you** may refer **your** complaint to the Financial Ombudsman Service within six months of receiving their final response letter.

Should **you** be unhappy with the service provided by Highway please contact **us** by phone on **0800 028 9822** (Text Direct please dial 18001 first. Opening hours Mon-Fri 9am-5pm). If **you** prefer to write, please address **your** letter to The Customer Care Department, Highway Insurance, Highway House, 171 Kings Road, Brentwood, Essex. CM14 4EJ Email: **customercare@highway-insurance.co.uk**. When contacting **us** please ensure **you** quote **your policy** or claim number as appropriate. A copy of **our** internal complaints procedure is available on request.

If **we** cannot resolve **your** complaint, **you** may refer **your** complaint to the Financial Ombudsman Service within six months of receiving **our** final response letter. The address is: Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London, E14 9SR. Telephone **0800 023 4567** or **0300 123 9 123** (from mobile or non BT lines)  
Email **complaint.info@financial-ombudsman.org.uk**.

Making a complaint will not affect **your** right to take legal action.

## **IMPORTANT INFORMATION CONTINUED**

### **Financial Services Compensation Scheme**

What happens if **we** are unable to meet **our** liabilities?

If **we** are unable to meet **our** liabilities to **our** policyholders, **you** may be able to claim compensation from the Financial Services Compensation Scheme (FSCS). There are different levels of compensation, depending on what kind of insurance **you** have:

Compulsory insurance such as third party motor insurance, is covered for 100% of the claim.

Non compulsory insurance, such as home insurance, is covered for 90% of the claim.

**You** can get further information from the Financial Services Compensation Scheme. 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU. Telephone **0800 678 1100** or **0207 741 4100** or Email **enquiries@fscs.org.uk**.

# CONTRACT OF MOTOR INSURANCE

## CAR

This **policy**, the **schedule**, the **certificate of motor insurance**, information **you** gave **us** in the **proposal form or statement of fact** and declarations that **you** have made, form a legally binding **contract of motor insurance** between **you** and **Highway Insurance Company Limited**, trading as **Highway Insurance**. This **contract of motor insurance** is a contract personal to **you** and **you** cannot transfer it to anyone else.

**We** agree to insure **you** under the terms of this **contract of motor insurance** against any liability, loss or damage that occurs within the **geographical limits** during the **period of insurance** for which **you** have paid, or agree to pay, the premium.

**You** must read this **policy**, the **schedule** and the **certificate of motor insurance** together. The **schedule** tells **you** which sections of the **policy** apply and identifies any **endorsements**. Please check all three documents carefully to make sure that they give **you** the cover **you** want and that **you** comply with all the relevant terms and conditions, including any **endorsements**.

It is not intended that the Contracts (Rights of Third Parties) Act 1999 should confer any additional rights under this **policy** in favour of any third party.

Unless **we** agree with **you** to apply the laws of another country, English Law will apply to this contract (unless **you** live in Guernsey or Jersey, where Guernsey or Jersey law will apply). All communications will be in English.

# CONTRACT OF MOTOR INSURANCE CONTINUED

## YOUR COVER

The current **schedule** shows what **you** are covered for. The different kinds of cover are:

- Comprehensive – Sections 1, 2, 3, 4, 5, 6, 7 and 8 apply. Part B only applies to comprehensive cover if the guaranteed **hire car** cover is shown on **your schedule** and **you** have paid the additional premium.
- Third Party Fire and Theft – Sections 1, 2, 6 and 7 apply.
- Third Party Only – Sections 1, 6 and 7 apply.
- Fire and Theft Only – Section 2 only.

## USE

This **contract of motor insurance** only covers **you** if **you** use the **insured car** in the way described in **your certificate of motor insurance** (under 'Limitations as to Use') and any **endorsements**.

## COOLING-OFF CANCELLATION RIGHT

**We** hope **you** are happy with the cover this policy provides. However, **you** have the right to cancel it within 14 days of receiving the **policy**, without giving any reason. **You** may cancel using this “cooling-off” period by telling **us**, or **your insurance adviser**. If **you** do cancel in the first 14 days using the ‘cooling-off’ cancellation condition, **we** will charge **you** pro rata, subject to a minimum fee of £25 plus Insurance Premium Tax, for the cover provided from the beginning of the contract until the **policy** is cancelled, unless **we** are required to make a total loss payment under the **policy**, under which circumstances a refund of the premium is not payable.



## CONTRACT OF MOTOR INSURANCE CONTINUED

### CANCELLING YOUR POLICY (OUTSIDE THE COOLING-OFF CANCELLATION RIGHT)

**You** may cancel this **contract of motor insurance** at any time by telling us, or **your insurance adviser**, in writing or by email or telephone and cancellation can take effect immediately or from a later date, although it cannot be backdated to any earlier date. If **you** or someone else has not made a claim in the current period of insurance, **we** will refund part of **your** premium. **We** will work out the refund on a pro-rata basis less a premium charge of £25 plus Insurance Premium Tax to cover **our** administration costs.

**We** will not refund any of **your** premium if the **contract of motor insurance** is cancelled following a claim whether settled or not.

**We**, or **our** authorised agent, may cancel this **contract of motor insurance** by giving **you** seven days notice in writing to **your** last known address if there is a good reason for doing so. Valid reasons may include but are not limited to, if

- if **you** do not pay **your** premium, premium deposit or any instalment payment on or before the due date;
- if **you** or anyone else covered by this insurance has not met all the terms and conditions of this **policy**;
- if a change in **your** circumstances means **we** can no longer provide cover;
- where **we** identify misrepresentation or fraud or any attempt to gain an advantage under this insurance to which **you** are not entitled;
- if **you** do not provide **us** or **your insurance advisor** with documents **we** have requested to help validate **your** details.

The insurance will end immediately the seven days' notice runs out. If **you** have just taken out the **policy** or renewed it with **us** and the premium is unpaid, **we** will cancel **your** insurance from the start/renewal date.

**We** will refund the balance of **your** premium that applies to the remaining **period of insurance** unless fraud has been identified.

If a refund is paid, a premium charge of £25 plus Insurance Premium Tax to cover **our** administration costs will be deducted from the refund.

## CONTRACT OF MOTOR INSURANCE CONTINUED

If **you** or someone else has made a claim under this **contract of motor insurance**, **we** will cancel **your** cover but may not refund any premium. If **you** are paying by instalments, **you** must still pay the balance of the full annual premium.

If **you** produce a cancelled **certificate of motor insurance** to any person with the intention of deceiving that person into accepting it as genuine, **you** may be prosecuted.

## CHANGES TO YOUR DETAILS

**You** must tell **your insurance adviser** as soon as possible if any of **your** details on **your proposal form** or **statement of fact** change including:

- Changes made to **your** car which improve it's value, appearance, performance or handling.
- Changing **your** car.
- Change of Owner.
- Change of Registered Keeper.
- Changes in the way **you** use **your** car.
- Change of address or where **you** keep **your** car.
- Change of occupation, including part time work.
- Change in the main user of the car.
- Details of any medical conditions for any person who may drive.
- Details of any motoring convictions, fixed penalty offences or licence **endorsements** for any person who may drive the vehicle.
- Details of any criminal convictions for any person who may drive the vehicle.
- Details of any accidents, thefts, loss or damage, regardless of blame or whether a claim was made or not, for any person who may drive the vehicle.

This is not a full list and **you** should contact **your insurance adviser** for advice if **you** are not sure whether a change will affect **your** cover.

## CONTRACT OF MOTOR INSURANCE CONTINUED

If **you** do not tell **your insurance adviser** about any relevant changes, **we** may:

- Reject or reduce **your** claim.
- Cancel the **policy** and/or treat it as though it never existed, or
- Do both of the above.

When **you** advise of any permanent or temporary changes to **your policy** during the **period of insurance**, or request duplicate documents, a premium adjustment charge of £10 plus Insurance Premium Tax will be made in addition to any other change in premium to cover **our** administration costs. This charge is in addition to any administration fees charged by **your insurance adviser**.

If **your** change of circumstances means that **we** can no longer provide cover, **we** or **our** authorised agent will give **you** notice of cancellation, See Cancelling **your** Policy (Outside the Cooling off Cancellation Right).

# CONTRACT OF MOTOR INSURANCE CONTINUED

## Additional Information – The Following Does Not Form Part Of The Contract Of Motor Insurance

### Car Crime – Learn How to Beat the Criminals

Most crime prevention methods are common sense:

- Never leave valuables on show.
- Use good quality locks and security devices.\*
- Always ensure **your** steering lock is on when **you** leave **your** car and use a steering wheel lock.\*
- Fit locking wheel nuts to **your** wheels.
- Don't make life easier for thieves, always remove the keys from **your** vehicle and lock it when **you** leave it, even temporarily. Not to do so may invalidate **your** cover so lock it or lose it!
- Remove any entertainment equipment if **you** can.
- Always park **your** vehicle in a secure location, in **your** own garage or a secure public garage if possible.
- Always lock **your** vehicle and activate any alarm &/or immobiliser when **you** leave it.

**You** can obtain further information from **your** local Crime Prevention Officer at **your** local Police station, or visit: <http://www.secureyourmotor.gov.uk/>

\* We recommend you install security devices such as steering wheel locks, alarms and immobilisers that are accredited by Thatcham Motor Insurance Repair and Research Centre. For further information visit: <http://www.thatcham.org/>

## Part A

# SECTION 1 LIABILITY TO OTHERS: THIRD PARTY COVER

### What is covered

**We** will insure **you** against everything **you** legally have to pay to people who claim for damages, costs and expenses if they arise from a claim caused by an accident while you are driving, or in charge of the **insured car**, or if **you** kill or injure other people. **We** will also cover **you** for **your** legal liability for damage to their property (including any related indirect loss) up to £20,000,000 and for costs and expenses incurred up to £5,000,000. **We** will also insure **you** while the **insured car** is towing a caravan, trailer or broken-down car, so long as the towing is allowed by law and the caravan, trailer or broken-down car is attached properly to the **insured car** by towing equipment made for this purpose.

### What is not covered

- Loss or damage to the **insured car**, caravan, trailer or broken-down car.
- Any amount above £20,000,000 for damage to other people's property (including any related indirect loss) and any amount above £5,000,000 for costs and expenses incurred.
- Property belonging to (or in the care of) **you** or **your** passengers or in any caravan, trailer or broken-down car.
- Death or injury to the person driving or in charge of the **insured car** or to any person being carried in or on, or getting into or out of, a caravan or trailer.
- Legal liability when **you** are towing any caravan, trailer or broken-down vehicle for profit.
- If **your** current **certificate of motor insurance** states that business use is allowed, liability for death or injury to any employee of the person insured, arising during the course of their employment, except where needed by law.
- Any liability, injury, loss or damage resulting from anything sold, transported or supplied by **you** or on **your** behalf.

### Driving other cars – What is covered

If **your certificate of motor insurance** says so, **we** will insure **you** to drive any **private motor car** that **you** do not own, is not registered to **you** and **you** have not hired under a hire-purchase or leasing agreement.

## Part A

# SECTION 1 LIABILITY TO OTHERS: THIRD PARTY COVER CONTINUED

### Driving other cars – What is not covered

- Legal liability unless **your certificate of motor insurance** states that **you** are covered to drive other **private motor cars**.
- Any loss or damage to the **private motor car** **you** are driving.
- Driving without the owner's permission.
- Use of a **private motor car** outside the **geographical limits**.
- Legal liability which is covered by any other insurance **you** have to drive the other **private motor car** or when **you** no longer have possession of the **insured car** or it has been damaged so much that it is not worth repairing or has been stolen and **you** have not got it back.
- Loss or damage to any property belonging to (or in the care of) any driver or passenger who is making a claim under this Section.
- Death or injury to the person driving or in charge of the other **private motor car**.
- Use of a car derived van, van, motorcycle or any other motor vehicle that is not a **private motor car**.
- Use to secure the release of any **private motor car** 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.

### Insuring others – What is covered

**We** will also insure the following people under this Section.

- Any person **you** allow to use the **insured car** as long as **your** current **certificate of motor insurance** says they can and they are not excluded from driving by an **endorsement** shown in the **schedule**.
- Any person (other than the person driving) being carried in, or getting in or out of the **insured car** or any person who causes an accident while they are travelling in, or getting in or out of, the **insured car**.
- **Your** employer or business partner (but only if **your** current **certificate of motor insurance** states that business use is allowed).

## Part A

### SECTION 1 LIABILITY TO OTHERS: THIRD PARTY COVER CONTINUED

- If anyone covered by this **contract of motor insurance** dies, **we** will cover their legal representative to deal with any claims made against that person's estate.

#### Insuring others – What is not covered

- Legal liability if **your** current **certificate of motor insurance** does not cover the person using the **insured car** or if the person using the **insured car** is excluded from driving or using the **insured car** as a result of the **general exclusions, general conditions** and **endorsements**.
- Legal liability if the **insured car** is being used for business and **your** current **certificate of motor insurance** does not state that business use is allowed.
- Any liability, injury, loss or damage resulting from anything sold, transported or supplied by **you** or on **your** behalf.

#### Costs of Legal Representation – What is covered

Following a claim under this **contract of insurance**, **we** will pay the reasonable legal costs and expenses relating to;

- Solicitors' fees for representing anyone **we** insure at a coroners inquest, fatal accident inquiry or court of summary of jurisdiction; and
- The defence of anyone **we** insure against any legal proceedings for manslaughter or causing death by dangerous driving.

In assessing whether legal costs and expenses are reasonable the following will be considered;

- The level of experience required of the legal representative taking into account the nature of the case.
- The level of costs charged by the legal representative.
- Whether legal representation for a defence of prosecution is likely to affect the outcome.

**We** may, at any time, stop paying the legal costs.

## Part A

### **SECTION 1 LIABILITY TO OTHERS: THIRD PARTY COVER CONTINUED**

#### **Costs of Legal Representation – What is not covered**

- Any costs which have not first been agreed in writing by **us** or arising from a claim caused by an accident which is not covered under this **contract of motor insurance**.
- Any costs where **we** have chosen to stop payments or arising from a claim which is not covered as a result of the **general exclusions, general conditions and endorsements**.

#### **Emergency Medical Treatment – What is covered**

**We** will pay for the Emergency Treatment Fees, as required by the Road Traffic Acts, after an accident involving the **insured car**. **We** must, by law, provide this cover.

If this is the only payment **we** make, **your** No Claims Discount will not be affected.

#### **Emergency Medical Treatment – What is not covered**

- Any amount that is more than the compulsory fee.



## Part A

# SECTION 2 FIRE AND THEFT

### What is covered:

We will cover **you** for loss or damage to the **insured car** that is caused by fire, lightning, explosion, theft or attempted theft. This includes **standard accessories** on it or kept in **your** private garage. We will also pay for loss or damage to the **insured car's** fitted entertainment equipment up to the limit stated on the **schedule**.

### We will also insure the following people under this Section.

- Any person employed by a motor garage or similar business, which **you** do not own, which has the **insured car** for the purpose of maintenance, repair, testing or servicing.
- Any person employed by a hotel, restaurant or similar business, which **you** do not own, where the **insured car** is being parked for **you**.

### What is not covered

- Any car which is not the **insured car** and any loss or damage if **you** do not have cover under this section.
- Wear and tear, mechanical, electrical, electronic and computer failure, breakdowns or breakages.
- Compensation for **you** not being able to use the **insured car**, any delay where **we** have to get new parts or accessories or they are unavailable, or the value of the **insured car** reducing for any reason.
- Any other indirect loss.
- Loss or damage to the **insured car** by theft or attempted theft if the **insured car** has been left unlocked.
- Loss or damage to the **insured car** by theft or attempted theft if the ignition key or other ignition device is left in, on or attached to or left in the immediate proximity of the **insured car**.
- Loss or damage to the **insured car** by theft or attempted theft if the engine has been left running.
- Loss or damage to the **insured car** by theft or attempted theft, unless **we** have proof that: it is fitted with an insurance approved tracking device and installed in accordance with the manufacturers instructions, and the tracking device is on and working whenever the **insured car** is left.

## Part A

### SECTION 2 FIRE AND THEFT CONTINUED

- Loss or damage to the **insured car** by theft or attempted theft if the **insured car** has been left with a window or roof open.
- Loss or damage from repossession of the **insured car** and returning it to its rightful owner.
- Loss or damage from any agreement or proposed transaction for selling or hiring the **insured car** or someone taking the **insured car** by fraud, trickery or deception or attempting to purchase the **insured car** by fraudulent means.
- Loss or damage arising from the **insured car** being taken or driven by a person who is not an insured driver but is a member of the policyholder's **family or household**, or being taken or driven by an employee or ex-employee unless **you** report the person to the police for taking **your** car without **your** consent.
- Loss or damage caused deliberately by **you** or any person driving the **insured car** with **your** permission.
- Any additional damage resulting from the **insured car** being moved by **you** after an accident, fire or theft.
- Any amount above the limit stated on the **schedule** for fitted entertainment equipment.
- Any storage charges unless **you** tell **us** about them and **we** agree in writing to pay for them.
- **Personal belongings** unless **you** have cover under Section 5.
- Keys, remote control or security devices (whether lost or stolen) unless **you** have cover under Section 8.

## Part A

### SECTION 2 FIRE AND THEFT CONTINUED

- Tapes, cassettes, compact and minidisks, Citizens-Band radios, phones or phone equipment.
- Any loss or damage up to the amount of the **excess** that appears on **your schedule**.
- Any satellite navigation equipment or accessories, whether permanently fitted or not, that are not **standard accessories**.
- Any loss or damage caused by failure to maintain the **insured car** and safeguard it from such loss or damage.
- Any loss or damage from the **insured car** being confiscated, disposed of or destroyed by or under order of any government or public or local authority order.

## Part A

# SECTION 3 ACCIDENTAL DAMAGE

### What is covered

**We** will cover **you** for loss or damage to the **insured car**. This includes **standard accessories** on it or kept in **your** private garage. **We** will also pay for loss or damage to the **insured car's** fitted entertainment equipment up to the limit stated on the **schedule**.

**We** will also insure the following people under this Section.

- Any person employed by a motor garage or similar business, which **you** do not own, which has the **insured car** for the purpose of maintenance, repair, testing or servicing.
- Any person employed by a hotel, restaurant or similar business, which **you** do not own, where the **insured car** is being parked for **you**.

### What is not covered

Any loss or damage described in 'what is not covered' under the Fire and Theft section of this **policy**. **We** also do not cover the following:

- Damage to tyres caused by wear and tear, braking, punctures, cuts or bursts.
- Damage caused by frost, unless **you** have taken care to stop the damage happening and have followed the manufacturer's instructions to avoid liquid freezing in **your** car.

## Part A

# SECTION 3 ACCIDENTAL DAMAGE CONTINUED

### New car replacement

If, within one year of **you** buying the **insured car** from new and **you** were the first registered owner, it is:

- stolen and not recovered, or
- damaged so that repairs will cost more than 60% of the manufacturer's price list (including taxes and the cost of accessories) at the time of the loss or damage;

**We** will replace the **insured car** with a new one of the same make, model and specification.

If a replacement car of the same make, model and specification is not available **we** will, where possible, provide a similar car of identical list price.

### New car replacement does not apply if:

- **You**, or anyone **we** know who has an interest in the **insured car**, does not agree.
- The **insured car** is more than one year old at the time of the loss or damage.
- **You** were not the first registered owner of the **insured car**.
- **You** did not buy the vehicle from new.
- The repairs cost less than 60% of the manufacturer's price list (including taxes and the cost of accessories).
- **You** wish to have the claim settled on a cash basis when the most **we** will pay is the **market value** of the **insured car** and its **standard accessories** at the time of the loss or damage.

**We** are not liable for the consequences of any delay in getting the replacement car.

## Part A

# SECTION 4 WINDSCREEN AND WINDOWS

### What is covered

**We** will pay for damage to the **insured car's** windscreen or windows. If this is the only damage **you** are claiming for, **your** No Claims Discount will not be affected.

The **schedule** shows the maximum amount **we** will pay:

- In any one **period of insurance** if the windscreen or window is replaced or repaired by Highway Glassline (Telephone 0800 678 1010) or
- In any one **period of insurance** if any other supplier carries out the repair or replacement.

### What is not covered

- Any loss or damage if **you** do not have cover under this Section.
- Damaged sunroofs, roof panels including damage to any part of a convertible hood, lights or reflectors, even if they are made of glass.
- Extra costs for the work to be undertaken outside normal hours, unless the windscreen is shattered, or the driver's vision or the security of the **insured car**, is affected.
- The **excess**, unless **you** have **your** windscreen or window repaired rather than replaced. (The **excess** must be paid direct to the repair or replacement company if **your** windscreen or other windows are replaced, rather than repaired.)

## Part A

# SECTION 5 PERSONAL ACCIDENT, PERSONAL BELONGINGS AND MEDICAL EXPENSES

## Personal Accident – What is covered

If **you, your** husband, **your** wife or **your** civil partner (as defined in the Civil Partnership Act 2004) are involved in a car accident, **we** will pay the amounts shown below if, within three months of the accident, it directly causes one of the following:

- Death **£5,000**
- Total loss of one or more limbs **£5,000**
- Permanent blindness in one or both eyes **£5,000**

The most **we** will pay is the limit for any one cause of death or injury during any one **period of insurance**. If the injured person is insured by **us** under any other **contract of motor insurance**, **we** will only pay out under one contract. **We** will only make a payment if the injury or death is directly connected with an accident involving the **insured car**, and not if it happens while **you, your** husband, **your** wife or **your** civil partner were travelling in or getting into or out of any other private motor car that **you** do not own and is not hired or leased to **you**.

## Personal Accident – What is not covered

- Any loss if **you** do not have cover under this Section.
- Anyone who is under 21 or 75 or older at the time of the accident.
- Death or bodily injury caused by suicide or attempted suicide or self-injury.
- Death or bodily injury, if at the time of an accident, **you** or **your** spouse or civil partner is driving under the influence of alcohol or drugs or any other substance and this is an offence under the driving laws of the country in which the accident happened.
- Death or bodily injury caused by disease, physical sickness or disability.
- Anyone failing to keep to the law regarding the use of seat belts.

## Personal Belongings – What is covered

**We** will pay up to £100 for **personal belongings** in **your** car, if they are lost or damaged because of an accident, fire, theft or attempted theft. If someone else owns the property, **you** can ask **us** to settle the claim with the owner of the property. **We** may need proof of purchase.

## Part A

# SECTION 5 PERSONAL ACCIDENT, PERSONAL BELONGINGS AND MEDICAL EXPENSES CONTINUED

### Child seat cover

If **you** have a child seat fitted in **your** car and **your** car is involved in an accident, provided **you** are making a claim under Section 3 of this **policy**, **we** will pay for the cost of a replacement of a similar model and standard even if there is no apparent damage, subject to the provision of the purchase receipt for the original item.

### Personal Belongings – What is not covered

- Any loss or damage if **you** do not have cover under this Section.
- **Personal belongings** covered by any other insurance.
- Money, stamps, tickets, documents, securities, jewellery or furs.
- Goods or samples connected with **your** work or any other trade, or any container for these things.
- Radios, cassette, compact or mini disc players, MP3 players, tapes or discs, televisions, phones or phone equipment, computers or computer equipment and accessories, computer game consoles or games and accessories, Citizen-Band radios and accessories.
- Keys, remote control or security devices.
- Property taken from an unlocked vehicle or which **you** have not taken reasonable care to protect from loss or damage.
- The theft of personal belongings unless kept out of sight in the locked boot or other enclosed storage compartment of **your car**.

### Medical Expenses – What is covered

If **you** or **your** passengers are injured because of an accident involving the **insured car**, **we** will pay up to £150, in addition to the compulsory Emergency Medical Treatment fee (see Section 1), for each person for any medical treatment they receive.

### Medical Expenses – What is not covered

Any medical expenses if **you** do not have cover under this Section.



## Part A

# SECTION 6 DRIVING ABROAD

### Minimum Insurance – What is covered

**We** provide the minimum cover that applies to the country concerned to allow **you** to use the **insured car** covered by this insurance in:

- Any country which is a member of the European Union, Andorra, Iceland, Norway, Serbia and Switzerland.

The minimum cover automatically provided by this **contract of motor insurance** may vary from country to country.

### Minimum Insurance – What is not covered

- Damage to the **insured car**
- Customs and Excise duty

### Cover in addition to Minimum Insurance – What is covered

**We** will extend **your** cover to apply to:

- Any country which is a member of the European Union, Andorra, Iceland, Norway and Switzerland.
- The **insured car** whilst it is being transported by rail, sea or air between countries which **you** have cover for. If **you** are travelling by sea, it must be by a recognised sea route and the journey should not take longer than 65 hours.

For up to a quarter of the **period of insurance** as long as:

- The **insured car** is taxed and registered within the **geographical limits**, and
- **Your** main permanent home is within the **geographical limits** and **your** visit abroad is only temporary.

## Part A

# SECTION 6 DRIVING ABROAD CONTINUED

### Cover in addition to Minimum Insurance – What is not covered

- Driving other cars (see Section 1) even if stated on the **certificate of motor insurance**.
- Customs and Excise duty.
- Use for more than a quarter of the **period of insurance**.
- Loss or damage in any country which is not a member of the European Union, Andorra, Iceland, Norway or Switzerland.
- Personal Accident, Belongings or Medical Expenses (see Section 5) unless shown on the **schedule** as applying when the **insured car** is being used within the **geographical limits**.
- The **insured car**, unless it is being used for purposes described in the **certificate of motor insurance**.
- Any additional accommodation or travel costs or expenses incurred.

### Additional information when travelling abroad

The following does not form part of **your contract of motor insurance**.

- Do take out adequate travel, breakdown and recovery insurance to cover all eventualities, even on a short trip.
- Do not sign an Agreed Statement of Facts form unless **you** fully understand and agree with its contents. In some countries they are binding agreements of the circumstances of an incident.

## Part A

# SECTION 7 NO CLAIMS DISCOUNT

If this is a yearly contract, and **you** do not claim under this insurance and **you** have not been involved in an accident which has or may result in a claim against **you**, **we** will give a discount from **your** renewal premium.

If the insurance covers more than one car, the No Claims Discount will apply separately for each car.

**You** cannot transfer **your** No Claims Discount to anyone else.

**We** will reduce or remove **your** No Claims Discount, in accordance with the scale below, if **we** make any payment whatsoever, even if the accident is not **your** fault, unless **we** get the money back from someone else.

**We** may withhold the No Claims Discount in full or part if there are any claims that have not been settled. If **we** recover all **our** money, or **we** have good reason to believe a third-party claim would be unsuccessful, the No Claims Discount would apply again.

Current NCD (Years)	After 1 Claim (Years)	After 2 Claims (Years)	After 3+ Claims (Years)
1	0	0	0
2	0	0	0
3	1	0	0
4	2	0	0
5+	3	1	0

If **you** have a protected No Claims Discount (shown on the **schedule**) **we** will not reduce the Discount if **you** do not claim more than twice during five continuous periods of insurance. The protected No Claims Discount only applies while **you** are insured by **us** and cannot be transferred to another insurer. Premiums in future years may still be increased according to the claims history.

## Part A

# SECTION 8 LOCK REPLACEMENT – STOLEN KEY COVER

### What is covered

If the keys, lock transmitter or entry card for the keyless entry system of **your insured car** are stolen, **we** will pay up to £750 towards the cost of replacing:

- the door and boot locks
- the ignition and steering locks
- the lock transmitter; and
- the entry card

provided that **we** are satisfied that the identity or location of **your insured car** is known to any person who may have the keys, transmitter or entry card, and reasonable care is taken to safeguard the keys, transmitter or entry card from loss.

### What is not covered

- The theft **excess** shown on **your schedule**.
- Any amount in excess of £750.

## Part B

# GUARANTEED HIRE CAR

The cover provided under Part B only applies if it is shown on the current **policy schedule** and **you** have paid the additional premium.

### What is covered

If the **insured vehicle** is damaged (excluding windscreen damage) and is being repaired by a **Highway Insurance** approved repairer, or is stolen and not recovered and the incident occurs within the **territorial limits**, **we** will arrange for a **hire car** to be delivered to, and collected from, **your** home address (as described on the **schedule**), for **your** use.

- Whilst the **insured vehicle** is being repaired by a **Highway Insurance** approved motor vehicle repairer, or
- From when **you** notify **us** of the theft claim, until payment has been issued to **you** in settlement of **your** claim, in either case not exceeding the **hire period**.

If, due to circumstances beyond **our** control **we** cannot arrange a **hire car** for **you**, **we** may, at **our** discretion, reimburse **your** transportation costs up to a maximum of £10 per day for the **hire period**.

If the **insured vehicle** has been professionally adapted or converted to carry a driver or passenger with disabilities and another suitable vehicle is not available, **we** will reimburse **your** transportation costs to a maximum of £10 per day for the **hire period**.

Use of the **hire car** within the **territorial limits** only.

## Part B

# GUARANTEED HIRE CAR CONTINUED

### What is not covered

The following are not covered under this insurance:

- All fuel, fares, and fines relating to the **hire car** whilst in **your** possession.
- Any claim which has not been reported to **Highway Insurance** via **our** Contact Centre (UK) on 0800 028 9655 within 24 hours of the incident, accident or theft.
- Any provision of the **hire car** where the **insured vehicle** is being repaired by a non-approved repairer.
- Any provision of the **hire car** where a **hire car** is already provided under any other insurance product or related product.
- Any claim where **Highway Insurance** do not provide cover under the terms of the motor insurance **policy**.
- Any further hire charges incurred after the **hire period**.
- Any hire charges for more than three days after payment has been issued to **you** in settlement of **your** claim.
- Any use of the **hire car**, whilst it is being driven by any person, not covered under the terms of **Highway Insurance** motor insurance **policy**.
- Any **excess** payable following an accident, fire or theft involving the **hire car**.
- Use of the **hire car** outside the **territorial limits**.

## Part B

# GUARANTEED HIRE CAR CONTINUED

### How to obtain your Hire Car

If the **insured vehicle** is involved in an incident, accident or is stolen **you** must report it immediately (no later than 24 hours) to the Contact Centre (UK) on 0800 028 9655 and to the Police if the **insured vehicle** has been stolen. **We** will get the **hire car company** to contact **you** to arrange delivery of the **hire car**.

A fuel deposit is payable by **you** on receipt of the **hire car**. This will be refunded upon return of the **hire car** provided there is no damage and it has a full tank of fuel.

If **you** wish to upgrade from the **hire car** provided, **you** should discuss this with the **hire car company**, but **you** will be responsible for any additional cost required.

### Terms and conditions

The **hire car** will be insured under **your** comprehensive motor insurance **policy** with **Highway Insurance** during the **hire period**. This means that claims arising during the **hire period** will be made under **your** motor insurance **policy**. **You** must therefore comply with the **general exclusions** and **general conditions** of **your** motor insurance **policy** during the **hire period**. The **hire car** can only be used by **you** or any person entitled to drive as stated in **your** current **certificate of motor insurance**.

Any payments made for any loss or damage to the **hire car** will be made to the **hire car company** and **you** will be required to pay the **excess** that applies to this **contract of motor insurance**, to the **hire car company**.

**You** will receive a copy of the **hire car company's** terms and conditions when the **hire car** is delivered to **you** and this will apply as part of these terms and conditions.

# CLAIMS HANDLING

**We** aim to provide **you** with the best claims service that **we** can. If **you** use the services **we** have put in place to achieve this, **we** can provide a better service than when the claim is outside **our** control.

There are some important points that **you** should be aware of if **you** are involved in an accident or **your** car is stolen.

## Accident

- **You** must STOP at the scene of the accident, do not drive away until **you** have exchanged details with the other party involved.
- Give **your** name, address and insurance details.
- Get the name, address, phone number, vehicle registration and any other information **you** can from the other driver or drivers, passengers, witnesses and any attending police officer.
- Note the exact location and any relevant road signs or markings.
- If there is an injury and **you** did not give **your** details at the scene, report the incident to the police within 24 hours.

## Theft

- Report the theft to the police immediately and take a note of the officer's name, number, constabulary and crime reference number.
- If **you** know where the vehicle is after its theft, make sure that it is safe and secure.



# CLAIMS HANDLING CONTINUED

## Claims Procedure

If any accident, injury, loss or damage occurs **you**, or **your** legal representative, must do the following:

Inform **us** by calling **our** Contact Centre (UK) on 0800 028 9655 as soon as is reasonably possible. If **your** claim is for glass only call **our** glassline on 0800 678 1010.

- Send **us**, unanswered, every letter **you** receive about a claim as soon as possible.
- Tell **us**, as soon as **you** know, about any prosecution, coroner's inquest or fatal accident injury.
- Do not admit liability or negotiate a settlement without **our** written permission.
- Give any information, help and co-operation **we** need, including going to court if necessary.

## We may do the following

- Take over, defend or settle any claims in **your** name, or that of any other person insured.
- Take action (which **we** will pay for) in **your** name, or that of any other person insured, to get back any money **we** have paid.

## Windscreen Damage – Ring 0800 678 1010

(See Section 4)

If **you** use Highway Glassline the **policy** limit may not apply. If **you** use another supplier, **we** will only pay up to the limit shown on the **schedule**.

Some windscreen damage can be repaired. If so, no windscreen **excess** will apply.

# CLAIMS HANDLING CONTINUED

## Handling Your Claim

(See Sections 2, 3 and 8)

### We will do the following:

- Get an agent to take the **insured car** to the nearest Approved Repairer or another safe place if **you** cannot drive it.
- Refer **you** to an Approved Repairer. **You** can take the car to them or they will collect it and return it to **you** after an estimate has been prepared.
- Send the car to an Approved Repairer, or another repairer of **your** choice, if **we** disagree with the estimate for repairing it provided by a non-approved repairer.
- If the **insured car** is being repaired by an Approved Repairer from **our** network, they will endeavour to provide **you** with a class A courtesy car for the duration of the repair to the **insured car**. Provision of a courtesy vehicle is entirely at the discretion of the Approved Repairer and is subject to availability. **Highway Insurance** will not accept any responsibility for losses arising where an Approved Repairer is unable to supply a courtesy car.
- Treat the **insured car** as stolen if it has not been recovered within 30 working days after **you** reported the theft to **our** Contact Centre. It must still be missing when **we** pay **your** claim.
- Have **your** vehicle examined by **our** own or **our** appointed engineer.

### You must do the following:

- Get **our** permission before ordering any new part or accessory, and before paying for any transport outside the **geographical limits**.
- Tell **us** straightaway if the **insured car** is stolen and **you** later get it back, or discover where it is.
- Send **us** the **certificate of motor insurance**, the Vehicle Registration document and Department of Transport Test (MOT) Certificate if the **insured car** needs one, keys and any other documents **we** ask for before **we** pay **your** claim.

# CLAIMS HANDLING CONTINUED

## Paying Your Claim

(See Sections 2, 3, 4 and 8)

### We will do the following:

- Pay the reasonable cost of protecting the **insured car**.
- Pay the reasonable cost for the **insured car** to be brought back to the address shown on the **schedule**. (**We** will not pay the cost of any transport outside the **geographical limits** unless **we** agree to do so first.)
- Entirely at **our** discretion and subject to payment of the **policy excess**, arrange to:
  - a) repair the damage at **our** Approved Repairer, **we** may decide to use suitable parts or accessories which are not supplied by the original manufacturer, or alternatively authorise repairs at a repairer of **your** choice subject to the provision of satisfactory estimates,
  - b) pay **you** the cost of replacing or repairing the damaged parts, including their fitting, or
  - c) treat the **insured car** as a total loss and pay **you** the **market value** of the vehicle less the **excess** just before the loss or damage happened.
- Pay the last known cost shown in the manufacturer's price list and the reasonable cost of fitting if any lost or damaged part or accessory is no longer available.
- Not pay the whole cost of any repair or replacement that leaves the vehicle in a better condition than before the loss or damage (**you** will pay part of the cost of the repair or replacement).
- Not refund any premium if the **insured car** is written off or there is any claim. Once **you** accept **our** offer or **we** have paid the claim (or both) the **insured car** becomes **our** property, unless **we** agree otherwise.
- Settle the claim to the legal owner, up to the **market value**, if the **insured car** is part of a hire-purchase or leasing agreement, or belongs to someone else.

## CLAIMS HANDLING CONTINUED

- **We** will not pay the VAT element of any claim if **you** are registered for VAT.
- If **we** declare the **insured car** a total loss (write off), **you** must pay whatever **you** owe **us** before **we** will pay **your** claim, or **we** may take what **you** owe **us** from anything **we** pay **you**.

### **You must do the following:**

- Pay any **excess** direct to the repairer when **you** collect **your** vehicle.
- Pay the VAT direct to the repairer when **you** collect **your** vehicle if **you** are registered for VAT.
- Reimburse **us** any amount paid to any repairer in respect of a claim under the **contract of motor insurance** in relation to the VAT element of the total cost, if **you** are registered for VAT.

# GENERAL EXCLUSIONS

These **general exclusions** apply to the whole of this **contract of motor insurance** and describe the things which are not covered. These apply as well as the exclusions shown under 'What is not covered' in each of the Sections detailing the cover provided.

This **contract of motor insurance** does not cover claims arising from any of the following.

- 1 Any accident, injury, loss or damage that happens while the **insured car** is being:
  - Used for a purpose which it is not insured for.
  - Driven or in the charge of anyone who is not described in the **certificate of motor insurance** as a person entitled to drive or who is excluded from driving by any **endorsements** or covered by another insurance.
  - Driven or in the charge of anyone who does not have a valid driving licence, has not held a driving licence, is disqualified from driving or is prevented by law from holding a licence.
  - Driven or in the charge of anyone who does not meet the terms and conditions of their driving licence as required by DVLA / DVLNI rules and regulations and any relevant law.
  - Driven or in the charge of anyone who does not meet all the conditions described in the **endorsements on your schedule** and all the **general conditions** in this **policy**.
  - Kept or used in an unsafe or unroadworthy condition. (**You** may be asked to provide details to show the **insured car** was regularly maintained and kept in good condition.)
  - Kept or used without a current Department of Transport Test (MoT) certificate if one is needed.
  - Kept or used in any way that breaks any security requirements imposed by an **endorsement**.
  - Used to carry passengers or goods in a way likely to affect the safe driving and control of the vehicle, or
  - Used in or on restricted areas of airports, airfields or military bases.

## GENERAL EXCLUSIONS CONTINUED

- 2 Any liability that **you** have agreed to accept unless **you** would have had that liability anyway.
- 3 Anyone who does not meet all the conditions described in the **endorsements** on **your schedule** and all the **general conditions** in this **policy** and any other condition of this **policy**.
- 4 Any use connected with the motor trade, unless this use is described in the **certificate of motor insurance** (under Limitations as to Use).
- 5 Hiring out the **insured car** for money. (**You** can accept money from passengers if **you** give them a lift so long as **you** do not make a profit, **you** are not carrying them as part of a business or in the course of **your** employment, and the **insured car** has no more than eight seats, not including the driver.)
- 6 Racing of any description or being used in any contest, competition, rally or speed trial (apart from treasure hunts).
- 7 The **insured car** being used on any form of race track, de-restricted toll road (including the Nurburgring) or off-road activity.
- 8 Any accident, injury, loss or damage caused directly or indirectly by:
  - War, invasion, act of foreign enemy, hostilities (whether war is declared or not), revolution, act of terrorism or similar event.
  - Riot or civil unrest that happens outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.
  - Earthquake.
  - Ionising radiations or contamination from nuclear fuel or nuclear waste or from the burning or explosion of nuclear fuel.
  - The radiation, toxic, explosive or other dangerous properties of any nuclear installation, reactor, or other nuclear assembly or its component part.
  - Any weapon or device using atomic or nuclear fission or fusion or radioactive force or matter.
  - Pressure waves caused by aircraft and other flying objects, or
  - Carrying any dangerous substances or goods.

## GENERAL EXCLUSIONS CONTINUED

9 Any liability, loss or damage that happens outside the **geographical limits** (apart from the cover detailed in Section 6 – Driving Abroad).

10 Any proceedings brought against **you** outside the **geographical limits**, unless they result from using the **insured car** in a country which **we** have agreed to extend this insurance to cover (see Section 6 – Driving Abroad).

11 Any liability, injury, loss or damage caused directly or indirectly by:

- pollution, or
- contamination

unless the pollution or contamination is directly caused by one incident at a specific time and place during the **period of insurance** and is:

- sudden.
- identifiable.
- not deliberate.
- unexpected.

**We** will consider the pollution to have happened at the time the incident took place.

12 Any death, injury, loss or damage caused directly or indirectly as a result of any deliberate act by **you** or any person driving the **insured car**.

# GENERAL CONDITIONS

The following **general conditions** apply to the whole of this **contract of motor insurance**. These describe **your** responsibilities, general information and the procedures that apply in certain situations, such as when there is a claim or the **contract of motor insurance** is cancelled. If **you** do not meet the terms and conditions of this **contract of motor insurance**, it could make the cover invalid or mean **we** will refuse to pay **your** claim.

## Keeping to the Policy Terms

**Your** premium is based on the information **you** gave **us** when **your** cover started and when **you** renew it. If any details in **your proposal form or statement of fact** change, **you** must tell **us** as soon as possible. If **you** are not sure whether **you** need to tell **us** about certain facts, **you** should give **us** the information anyway, or contact **your insurance adviser** for advice. **You** should keep a record of the information **you** give in relation to this **contract of motor insurance**. If **you** did not or do not give full and accurate information, this **contract of motor insurance** may be invalid and **we** may refuse to deal with any claim **you** might make.

This insurance will only apply if:

- the person claiming has kept to all the terms and conditions of this **contract of motor insurance**; and
- all the information **you** have supplied is correct and complete to the best of **your** knowledge and belief.

## Misrepresentation.

If you or anyone representing you:

- Provides us with misleading or incorrect information to any of the questions asked when applying for, amending or renewing this insurance;
- Deliberately misleads us to obtain cover, gain a cheaper premium or more favourable terms;
- Provides us with false documents;
- Makes a fraudulent payment by bank account and/or card;



## GENERAL CONDITIONS CONTINUED

We may:

- Agree to amend your policy to record the correct information, apply any relevant policy terms and conditions and collect any additional premium due including any premium adjustment charge to cover our administration costs;
- Reject a claim or reduce the amount of payment we make;
- Cancel or void your policy (treat it as if it never existed), including all other policies which you have with us, and apply a cancellation premium charge.

Where fraud is identified we will:

- Not return any premium paid by you.
- Recover from you any costs we've incurred.
- Pass details to fraud prevention and law enforcement agencies who may access and use this information. Other insurers may also access this information.

### Claims Fraud

If you or anyone representing you:

- Makes a claim or part of any claim that is fraudulent, false or exaggerated;

We may:

- Reject the claim or reduce the amount of payment we make;
- Cancel your policy from the date of the fraudulent act and not return any premium paid;
- Recover from you any costs we've incurred relating to the fraudulent claim and any further claims notified after the date of the fraudulent act;
- Pass details to fraud prevention and law enforcement agencies who may access and use this information. Other insurers may also access this information.

## GENERAL CONDITIONS CONTINUED

### Right of recovery

If the law of any country which this **contract of motor insurance** covers requires **us** to make payments which, but for that law, **we** would not otherwise have paid, **you** must repay the amount to **us**.

If any claims or other monies are paid to **you** by mistake for any reason, or a claim has been paid which **we** later find to be fraudulent, false or exaggerated, **you** must repay the amount paid to **us**. If **we** have refunded any premium following cancellation, **we** can take any money **you** owe **us** from any payment **we** make.

## GENERAL CONDITIONS CONTINUED

### Care of the Car

The **insured car** must be covered by a valid Department of Transport Test (MoT) Certificate if **you** need one by law.

**You** or any person driving the **insured car** with **your** permission, must take care to avoid loss of or damage to the **insured car**. For example, **you** should remove it to a safe place as soon as possible if it breaks down. **You** should also take care of the keys to the **insured car** to prevent them being lost or stolen.

**You** must always take the keys out of the ignition and remove them completely when the **insured car** is left at any time whatsoever (regardless of whether the vehicle is still within **your** sight) and make sure that **you** do not leave belongings on display. **You** should close all the windows and sun-roofs and lock all the doors. Alarms, immobilisers and tracking devices should be turned on when fitted. **Endorsements** may apply to **your** cover, setting out other requirements relating to immobilisers, alarms and tracking devices. In these cases, **we** will need to see evidence that an approved alarm, immobiliser or tracking device has been fitted. These devices must always be on and working whenever the **insured car** is left.

If **you** or any person driving the **insured car** with **your** permission, do not take care of the **insured car** and meet any security requirements, this **contract of motor insurance** may no longer be valid and **we** may not pay any claim.

**You** or any other person covered by this insurance must do the following:

- Protect the **insured car** from loss or damage.
- Keep the **insured car** in a roadworthy condition. (**You** may be asked to provide details to show the **insured car** was regularly maintained and kept in good condition.)
- Not move or drive the **insured car** in a way likely to affect safe driving or control or in a way which could cause loss or damage to it.
- Not move or drive the **insured car** after an accident, fire or theft if to do so may cause additional damage.
- Allow **us** to examine the **insured car** at any reasonable time.

## **GENERAL CONDITIONS CONTINUED**

### **Other Insurance**

If there is any other insurance covering the same claim, **we** will only pay **our** share of the claim, even if the other insurer refuses the claim.









If there is an accident or theft, ring us on

**0800 028 9655**

If you suffer windscreen or glass damage, call

**0800 678 1010**



**[www.highway-insurance.co.uk](http://www.highway-insurance.co.uk)**

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