



INSURANCE
SERVICES

POLICY DOCUMENT

MOTOR INSURANCE



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PRIVATE CAR POLICY DOCUMENT

WELCOME TO LEXUS MOTOR INSURANCE

Welcome to Lexus Motor Insurance and thank **you** for choosing **us** to take care of **your car** insurance. **We** wish **you** an enjoyable and trouble-free period of motoring.

When **you** deal with **us**, **you** can be sure that **we** will do everything **we** can to ensure it is simple and straightforward. **You** will have direct access to knowledgeable, friendly staff who will provide a quick and efficient service. For **your** protection, telephone calls may be recorded and may be monitored. If **you** are dissatisfied in any way, it would help **us** improve **our** service if **you** let **us** know.

Please read this booklet carefully, and in particular the section headed 'Notifying claims and **our** claims service. While **we** hope **you** never need the information, it is best to be prepared should **you** need to call upon **our** services.

This is **your** Private Car **Policy** Document and forms part of **your policy** along with:

- **your Statement of Fact;**
- **your Schedule** (including any **endorsements** on it);
- **your Certificate of Motor Insurance;** and
- **our** Important Information document.

You must read all of these documents as they form the basis of **your** contract with **us**. All documents are available in **Your** Portal at <https://portal.lexusmotorinsurance.co.uk/>. If **you** need to make a claim, or contact **us** to tell **us** about any changes, then **you** will need to refer to these documents.

IMPORTANT: Please contact us on 0333 103 9960 if any information on these documents is incorrect.

You must also tell **us** as soon as practicably possible if any of this information is incomplete, or if there are any changes to this information before or during any **period of policy cover**.

If **you** do not inform **us** about any inaccuracy or change, it may affect any claim **you** make or could result in **your** insurance being invalid. It is an offence under the **Road Traffic Acts** to make a false statement or to misrepresent or withhold information for the purposes of obtaining a **Certificate of Motor Insurance**.

We wish to protect the environment, and therefore **we** will communicate everything in an electronic format unless **you** have specifically requested otherwise. Where electronic communication is selected then all **our** correspondence with **you** will be by electronic means, including **your** future renewal invitations. If **you** have requested paper communications, then **we** will issue all **your policy** documentation (including **your Certificate of Motor Insurance, Statement of Fact, Policy Schedule, Insurance Product Information Document, Private Car Policy** Document and Renewal Invitation) to **you** in this format. **You** can change **your** communications preference in **Your** Portal at any time. **You** can also ask **us** to send **you** any specific documents **you** need in the post rather than opting in for paper communications. **We** may still email or SMS **you** on other matters related to **your policy** and general driver safety issues so it is important that **we** have **your** correct email address.

CONTRACT OF INSURANCE

Your policy forms a contract of insurance between **you** and **us**. Except as otherwise provided for by law or expressly stated in this **policy**, no other third party shall have any rights under this **policy** or the right to enforce any part of it. In return for **you** paying or agreeing to pay the **premium** required, **we** have agreed to insure **you** subject to the terms, conditions, exclusions and **endorsements** contained in **your policy** and noted on **your Schedule** against such liability, loss or damage occurring within the **territorial limits** during the **period of policy cover**. English law will apply to this contract unless **you** and **us** have otherwise agreed in writing. This contract is written in English and any associated communications will be in English.

ABOUT US

Lexus Motor Insurance is a trading name of Aioi Nissay Dowa Insurance UK Limited, who is registered in England and Wales (No. 11105895) at 7th Floor, 52-56 Leadenhall Street, London EC3A 2BJ. Underwritten by Aioi Nissay Dowa Insurance UK Limited which is authorised by Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (FRN: 816870).

INSURANCE FRAUD BUREAU CHEAT LINE

To protect **our** policyholders, **we** are members of the Insurance Fraud Bureau (IFB). If **you** suspect insurance fraud is being committed, **you** can report this on their confidential cheat line on 0800 422 0421.

WHAT PRODUCTS DO WE OFFER?

We underwrite the private car insurance **policy**. For **our** optional extras (which run alongside **our** private car insurance **policy**):

- Enhanced Courtesy Car Cover is provided by Aioi Nissay Dowa Insurance UK Limited and administered by ARAG Plc.
- Legal Expenses Cover is provided by Aioi Nissay Dowa Insurance UK Limited and administered by ARAG Plc.
- Road Rescue is provided and underwritten by Collinson Insurance (a trading name of Astrenska Insurance Limited).
- Motor Excess Protection Cover is provided and underwritten by Collinson Insurance (a trading name of Astrenska Insurance Limited).
- Increased Personal Accident Cover is provided and underwritten by Collinson Insurance (a trading name of Astrenska Insurance Limited).

Further details about each of the companies above are contained within the respective **Policy** Documents.

DEFINITIONS

Wherever the following words and phrases appear in **your policy** they will have the meaning given below unless stated otherwise.

Accessories	The parts of your car which are not directly related to how it works as a vehicle. These include: • in-car entertainment, such as radios whilst fitted to your car • electric vehicle charging cables and adapters (provided by the manufacturer of your car) when attached to or carried in your car, and • an electric vehicle wall box or charging post for use with your car, installed at your permanent residence.
Certificate of Motor Insurance	A document which evidences that you have the insurance required by law, showing who can drive your car and for what purposes it can be used.
Cyber Act	A malicious or criminal act affecting any computer system of a motor vehicle, including but not limited to: computer virus, hacking, denial of service or unauthorised access, corruption or deletion of data.
Cyber Incident	An error, failure or unavailability affecting any computer system used by a motor vehicle.
Driving	Driving a motor vehicle and/or being in charge of a motor vehicle for the purpose of driving it.
Electric Vehicle	A car, including a plug-in hybrid vehicle, that uses one or more electric motors for propulsion and is powered by a self-contained battery which requires charging from an external power source
Endorsement	A clause which changes the terms of your policy . Any endorsements are shown in your Schedule .
Excess(es)	The amount you will have to pay towards any claim. Your Schedule shows the amount of excess applicable for each driver and any other excesses due. You are responsible for the excess even if the incident is not your fault.
Insurer(s)	All sections of this policy unless otherwise stated: Aioi Nissay Dowa Insurance UK Limited which is authorised by the Financial Conduct Authority, and authorised and regulated by the Prudential Regulation Authority, Financial Services Register number 816870. Aioi Nissay Dowa Insurance UK Limited is registered in England and Wales (Company Number: 11105895), registered office: 52-56 Leadenhall Street, London EC3A 2BJ.
Main driver	The person who drives your car most of the time, whether for social purposes or for travel to and from a place of business, duty or study.
Market value	The cost of replacement with one of the same make, model and specification, taking into account the age, mileage and condition where applicable.
Period of Policy Cover	The length of time covered by this policy , as shown in the Schedule , and any further period the cover is renewed for.
Policyholder	The individual whose name is shown on the Schedule and the Certificate of Motor Insurance .
Policy	Your Statement of Fact , this document, your Schedule , your Certificate of Motor Insurance and our Important Information.
Premium	The amount of money that you pay for your policy , as shown on your Schedule (Note: This does not include any charges levied by us in our Important Information).
Road Traffic Acts	Any Acts, laws or regulations, which govern the driving or use of any motor vehicle in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.
Schedule	The latest document which confirms the: • period of policy cover • name of the policyholder, and • sections of this policy which apply.
Statement of Fact	The latest document which confirms all the details supplied by you or someone on your behalf.

Territorial limits	Your policy applies in Great Britain, Northern Ireland, the Channel Islands and Isle of Man. This includes while your car is being transported between them.
Terrorism	Terrorism means any act or acts including but not limited to: • the use or threat of force and/or violence and/or • 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, chemical, biological and / or radiological means, when any such act is committed by any person(s) or group(s) of people in whole or in part for political, religious, ideological or similar purposes, or is claimed to be committed in whole or in part for such purposes.
We, Our, Us	Aioi Nissay Dowa Insurance UK Limited as insurer and administrator.
You, Your	The person named as the policyholder in the Schedule and Certificate of Motor Insurance .
Your car	Any car described in the Schedule (including accessories) and for which we have issued a Certificate of Motor Insurance. In Section 3 of your policy it also includes a trailer, caravan or broken-down motor vehicle while attached to your car for towing. Any motor car which is loaned or hired to you: • under the Lexus Motor Insurance Approved Repairer Scheme or, • by a Lexus Centre or a Lexus Motor Insurance approved repairer for not more than 7 days while your car is being serviced or undergoing warranty repairs.

IMPORTANT TERMS OF YOUR POLICY

When **you** buy **your** insurance from **us**, **we** issue **you** with a **Certificate of Motor Insurance** and provide cover to **you** subject to the terms of **your policy** for the **period of policy cover**.

CHANGES TO YOUR INSURANCE

You must tell **us** as soon as practicably possible about any changes to the information that **you** have provided which is detailed in **your Statement of Fact, Schedule** and **Certificate of Motor Insurance**.

The following are some examples of the changes (this is not an exhaustive list) **you** must tell **us** about:

- a change of **your car** (including additional cars) or a change of its registration mark
- all changes **you** or anyone else make to **your car** if these mean the vehicle is different from the manufacturer's standard specification (whether the changes are mechanical or cosmetic)
- a change of address
- a change of garaging arrangements
- a change of job, including any part-time work by **you** or other drivers, or a change in the type of business or having no work
- a change in the use of **your car**
- a change to the **main driver** of **your car**
- a change in the **driving** licence conditions of any driver on the **policy**
- details of any driver **you** have not told **us** about before, or who is excluded by the **Certificate of Motor Insurance**, but who **you** now want to drive
- details of any motoring convictions, disqualifications or fixed penalty motoring offences or of any pending prosecutions for any motoring offences of any person allowed to drive
- details of any accident or loss (whether or not **you** make a claim) involving **your car**, or that occurs while **you** are **driving** another of **your** own or anyone else's cars
- details if **you**, or any other person allowed to drive **your car**, suffers from a condition notifiable to the DVLA/DVA, or the licensing agency who issued **your** licence and **you** have not told them about it, or any condition for which the DVLA/DVA or the licensing agency who issued **your** licence have restricted the **driving** licence. If **you** are in any doubt whether the condition is notifiable **you** should ask the DVLA/DVA, or the licensing agency who issued **your** licence.

If **you** don't tell **us** about any changes, **we** may not be able to cover **you** if **you** need to make a claim, and in certain circumstances **your policy** could be cancelled by **us**.

We may apply a fee for certain changes to **your policy**, in addition to any **premium** charged by **us**. Please refer to **our** Important Information document for the level of any charge.

We may refuse to continue cover if **you** change **your car** more than three times during the **Period of Policy Cover** and if **we** do continue cover **you** may be asked to provide evidence that **you** are the owner and registered keeper of **your car**.

Need to make a change to **your policy**?

Call: 0333 103 9960

For joint protection and for training purposes telephone calls may be recorded and/or monitored.

AUTOMATIC RENEWAL

If **you** have opted for automatic renewal, **we** will renew **your policy** using the payment details **you** have previously given, provided **your** card/instalment details allow this. If **you** have set up an instalment plan, any automatic renewal will be onto this instalment plan instead of charging **your** card.

We will only automatically renew **your policy** after issuing **you** with a renewal notice approximately 21 days before the end of **your policy**. If **you** are not the card or account holder **you** must ensure that the card/account holder has agreed to make the renewal payment and **you** must tell them of any changes to the amount. **Your** renewal payment will be taken from **your** account 3 days before the renewal date. Please check **your** renewal notice for further details when it is available to **you**.

You can change **your** renewal preferences in **Your** Portal up to 30 days before **your policy** expiry date. After this date, **you** can only change these by contacting **us** on Live Chat or on **0333 103 9960**.

If **you** cancel **your** automatic renewal, **you** will need to contact **us** before **your** policy expires if **you** want to insure with **us** for another year.

HOW TO CONTACT US

Please go to <https://portal.lexusmotorinsurance.co.uk/> and log into **Your** Portal. If **you** need to contact **us** please use one of the following numbers.

To make a change to your policy	0333 103 9960
To report a motor accident or theft, or to make a claim	0333 103 7794
To make a windscreen claim	0330 022 9449

SECTION 1 ACCIDENTAL DAMAGE

WHAT IS COVERED

If **your car** is damaged or suffers loss by accident, **we** will at **our** choice either:

- pay the cost of repairs to **your car**, if **your car** is economically repairable less any required **excess**, or
- make a cash payment of the **market value** of **your car** at the time of the damage or loss less any required **excess** if it is not economical to repair **your car**.

We will pay for the loss of or damage to the **electric vehicle** battery of **your car** as a result of a power surge whilst charging, irrespective of any loss or damage to **your car** itself.

Cover under this section is extended to include a trailer with a **market value** of up to £2,500 if **your schedule** shows that **you** have this cover.

SECTION 2 FIRE AND THEFT

WHAT IS COVERED

If **your car** suffers loss or damage by fire, lightning, explosion, theft or attempted theft, **we** will choose to either:

- pay the cost of repairs to **your car**, if **your car** is economically repairable less any required **excess**, or
- make a cash payment of the **market value** of **your car** at the time of the damage or loss less any required **excess** if:
 - it is not economical to repair **your car**, or
 - if **your car** is stolen but not recovered.

Cover under this section is extended to include a trailer with a **market value** of up to £2,500 if **your schedule** shows that **you** have this cover.

WHAT IS NOT COVERED UNDER SECTIONS 1 AND 2

- wear and tear, **your car** or trailer losing value after or because of repairs, or for any repairs which improve **your car** or trailer beyond its condition before the loss or damage happened
- loss or theft of any car keys or lock transmitters, and the resultant cost of replacing any alarms or security devices including the ignition and/or car locks following that loss
- mechanical, electrical, electronic or computer failures, breakdowns or breakages including as a result of the fuel tank not being correctly filled
- damage to **your** tyres caused by braking, punctures, cuts or bursts
- more than the manufacturer's latest list price of any part or accessory as at the date of repair
- loss or damage to **your car** or trailer caused directly by pressure waves from aircraft and other aerial devices travelling at sonic or supersonic speeds
- loss of use of **your car** or trailer or any other indirect loss
- loss of or damage to **your car** or trailer by theft or attempted theft if **your car** has been left unlocked and unattended, or the keys have been left in or on **your car** or with a window or the roof open
- loss of or damage to **your car** or trailer caused by or resulting from deception, fraud or trickery, including when **you** are offering **your car** or trailer for sale
- loss of or damage to **your car** or trailer where **your car** is driven or used without **your** permission by a member of **your** family or household or someone in a close personal relationship with **you** or a member of **your** household, unless **you**
 - report the person to the police for taking **your car** without **your** consent and do not subsequently make a statement indicating that the person did in fact have **your** permission, and
 - support the police in all resulting enquiries and the prosecution of the offender(s)
- loss or damage to **your car** or trailer, or any expenses incurred due to any government, public or local authority legally removing, keeping or destroying **your car**
- loss or damage to anything carried in or on **your** trailer
- any claim where the trailer is a caravan, trailer tent, livestock trailer, vehicle transporter, trailer with plant attached and any trailer used for commercial purposes
- any loss or damage to any trailer unless **your schedule** shows that **you** have this cover. Cover is limited up to a maximum **market value** of £2,500
- loss of or damage to an **electric vehicle** charging wall box or charging post:
 - unless the installation was completed by an OZEV (Office for Zero Emission Vehicles) approved installer (details are available at www.gov.uk/), or
 - as a result of modification unless approved and completed by an OZEV approved installer, or
 - if any other insurance is in place elsewhere
- loss of or damage to the **electric vehicle** battery of **your car** caused by or consisting of:
 - its own faulty or defective design, materials or construction, or
 - through operational error or omission on **your** part during the charging of **your car**, or
 - gradual deterioration

HOW WE WILL DEAL WITH YOUR CLAIM – SECTIONS 1 AND 2

PAYMENT OF PREMIUM

If **you** make a claim and **you** have not paid all **your premium**, any unpaid **premium** may be deducted from any claim settlement made to **you**.

REPAIRS

If **your car** or trailer has suffered loss or damage, or been stolen, **we** will at **our** choice either:

- pay the cost of repairs to **your car** or trailer, if **your car** or trailer is economically repairable less any required **excess**, or
- make a cash payment of the **market value** of **your car** or trailer at the time of the damage or loss less any required **excess** if it is not economical to repair **your car** or trailer or if **your car** or trailer is stolen but not recovered.

Any repairs to **your car** or trailer undertaken by Lexus Motor Insurance approved repairers are subject to the following guarantees:

- the bodywork, paintwork and labour will be guaranteed for 3 years, and;
- the replacement parts used will be covered for the duration of the manufacturer's guarantee.

These guarantees will remain in place for as long as **your car** or trailer remains owned by **you**.

If **you** make a claim for loss or damage to **your car**, **we** will only pay the cost of replacing parts needed for **your car** or trailer to meet the manufacturer's standard specification (including extras fitted by the manufacturer) unless any non-standard parts have been agreed by **us**.

If any lost or damaged parts are no longer available, **we** will only pay the cost shown in the manufacturer's latest price guide, together with fitting costs.

Repairs may be undertaken by a repairer of **your** choice, but this may lead to a delay in arranging the repair of **your car** or trailer and **we** will not be able to provide **you** with a temporary replacement car or guarantee the repairs. If **you** choose to do this, please contact **us** first so that **we** can agree costs.

The most **we** will pay will be the **market value** of **your car** or trailer at the time of the loss or damage, less any **excess**.

Your excess will be waived if the loss or damage is another party's fault, and it is more likely than not that **we** will recover any amount it pays for **your** claim, in full, from the other party.

If **you** cannot drive **your car** as a result of damage covered under this **policy**, **we** will pay the costs of:

- protecting **your car** and trailer and removing it to **our** nearest approved repairers; and
- delivering **your car** and trailer back to **your** address in Great Britain or Northern Ireland after the repairs have been completed.

If **your car** belongs to someone else, or is the subject of a hire purchase or leasing agreement (including where any **electric vehicle** battery of **your car** is hired or leased), any payments may be made to the legal owner. **Our** liability under this **policy** will then be complete.

RECOVERY OF YOUR CAR FOLLOWING AN ACCIDENT

If **your car** is not safe to drive after an accident and **we** have not already made contact with **you**, please telephone **us** on 0333 103 7794 and **we** will arrange for someone to assist **you**. If **your car** cannot be made roadworthy within a reasonable time, **we** will arrange to take it to **our** approved repairer at no cost to **you**.

We can arrange to take **your car** to a repairer of **your** choice at **your** expense, but this may lead to a delay in arranging the repair of **your car** and **we** will not be able to provide **you** with a temporary replacement car or guarantee the repairs.

Our employees and contractors will use all reasonable care and skill when providing the accident recovery service. However, they can refuse to provide services (or cancel them) if, in their reasonable opinion, **your** demands are excessive, unreasonable or impractical.

EMERGENCY OVERNIGHT COVER

If **your car** is not roadworthy after an accident, which has been reported to **us** and **we** have accepted the claim, **we** will arrange to get **you** and **your** passengers home or to **your** planned destination up to a maximum of £80. If **you** cannot complete **your** journey, **we** will pay for emergency overnight accommodation up to £150 for each person (up to £450 in total). **We** will require documented receipts in order to support **your** claim.

UNINSURED DRIVER BENEFIT

If **you** make a claim for an accident that is not **your** fault and the driver of the car that hits **your car** is not insured, **you** will not lose **your** No Claim Discount or have to pay any **excess**.

We will need:

- the car registration number and the make and model of the car; and
- the driver's details, if possible.

It also helps **us** to confirm who is at fault if **you** can get the names and addresses of any independent witnesses, if available.

When **you** claim, **you** may have to pay **your excess**. Also, if when **your** renewal is due, investigations are still ongoing, **you** may lose **your** No Claim Discount temporarily. However, once **we** confirm that the accident was the fault of the uninsured driver, **we** will repay **your excess**, restore **your** No Claim Discount and refund any extra **premium you** have paid.

VANDALISM PROMISE

If **you** make a claim for damage to **your car** that is a result of vandalism, which is damage caused by a malicious and deliberate act but not caused by another vehicle, **you** will not lose **your** No Claim Discount.

You must:

- Pay the Accidental Damage **excess** applicable
- Report the incident to the police and provide **us** with the crime reference number

Once **we** receive **your** claim, **you** may lose **your** No Claim Discount, until **we** are supplied with a relevant crime reference number.

NEW CAR REPLACEMENT

If, within one year of registration as new in **your** name, **your car** is:

- damaged such that repairs will cost more than 60% of the manufacturer's list price including extras fitted by the manufacturer plus taxes when the damage happened, or
- stolen and not recovered

and such loss or damage is covered under this **policy** and **we** have the agreement of any co-owner, hire purchase company, or other person that has legal interest in **your car** then **we** will pay for **your car** to be replaced with a new car of the same make, model and specification if one is available in the **Territorial Limits**. The damaged car will then become **our** property.

If a suitable replacement car is not available, the claim will be settled by one of the other options referred to in the 'How **we** will deal with **your** claim' section of this document.

IN-CAR ENTERTAINMENT, PHONE AND SATELLITE NAVIGATION EQUIPMENT

We will pay for loss or damage to in-car entertainment, phone and satellite navigation equipment:

- up to the **market value** of the equipment if it is permanently fitted to **your car** and part of the manufacturer's standard specification, and
- up to £750 for any other equipment.

CHILD CAR SEATS

If **you** have a child car seat (or seats) in **your car** and **your car** is involved in an accident that results in impact damage to it, **we** will pay to replace each child car seat with a new one of the same quality.

EXCESSES THAT APPLY

If **your Schedule** shows that **you** have to pay an **excess** or **excesses**, **you** must pay the first part of any claim up to the total amount of all the **excesses** that apply.

TEMPORARY REPLACEMENT CAR

If the loss or damage to **your car** is covered by this **policy**, and **you** use one of Lexus Motor Insurance's approved repairers, **you** will receive a temporary replacement car while repairs to **your car** are being carried out, provided that one is available.

Temporary replacement cars are usually small cars with a manual gearbox (typically a one litre hatchback or similar). A temporary replacement car is not intended to be an exact replacement for **your car**.

All temporary replacement cars will have comprehensive cover under **your** existing **policy**, including any **policy excesses**, for the period of the loan, regardless of what level of cover **you** have for **your car**. (Please note that a temporary replacement car cannot be provided until **your** claim has been accepted and cover has been confirmed).

While **you** have the temporary replacement car **you** will be liable for any fines for any parking or **driving** offences, congestion, tolls or road pricing charges and any additional costs for non-payment of these charges. **You** will need to produce an appropriate credit or debit card to the approved repairer to cover these costs.

You must return the temporary replacement car when the approved UK repairer or **we** ask **you** to do so for any valid reason or if this **policy** expires and **you** do not renew it.

Unless **you** have purchased the additional optional cover, as shown on **your schedule**, please note that temporary replacement cars are only available when **your car** is being repaired by one of **our** approved UK repairers. Temporary replacement cars are not available if **your car** has been stolen and has not been recovered, or is not repairable. Temporary replacement cars are not available outside of the United Kingdom, the Channel Islands or the Isle of Man.

SECTION 3 LIABILITY TO OTHER PEOPLE

WHAT IS COVERED

If **we** appoint a solicitor to represent **you**, **we** will pay all sums for which **you** are legally responsible:

- following the death of, or bodily injury to, other people and
- up to £20,000,000 (in total) for damage to their property

as a result of any accident:

- involving **your car** or a car provided to **you** under the Lexus Motor Insurance approved repairer scheme, or by a Lexus Centre or Lexus Motor Insurance approved repairer for not more than 7 days while **your car** is being serviced or undergoing warranty repairs, or
- arising out of the connection of **your car** to a domestic mains power supply, or a rapid charging unit for the purposes of charging **your car**. Only whilst it is connected by means of the charging cable and adapter provided by the manufacturer of **your car**, or the standard heavy-duty cable.

The limit of £20,000,000 comprises:

- up to £15,000,000 for damage to property belonging to other people; and
- up to £5,000,000 for legal costs relating to dealing with a claim in relation to property belonging to other people.

If **you** wish to arrange for **your** own representation then **you** must obtain **our** prior written consent. Without this, these costs may not be covered by **your policy**.

OTHER PEOPLE

Your policy also covers:

- any person **driving** or using **your car** with **your** permission, as long as this is allowed by **your Certificate of Motor Insurance**
- any passenger travelling in or getting into or out of **your car**
- the employer or business partner of any person who is **driving** or using **your car** for their business, as long as this is allowed by **your Certificate of Motor Insurance**, and
- the legal representative of any person who has died who would have been entitled to protection under this section.

WHAT IS NOT COVERED

- death or bodily injury to any employee arising out of, or in the course of, their employment even if the death or injury is caused by anyone insured by this **policy**. However, **we** will provide, where required to do so by legislation, the minimum cover to comply with such legislation.
- any amount where the legal responsibility is covered by any other insurance.
- loss of, or damage to, any property which belongs to, or is in the care of, any person who is claiming under this section.
- any amount for legal responsibility, loss or damage when **your car** is being used in the operational boundaries of any airport, aerodrome or airfield, foreign military base, embassy or consulate except when **we** have to meet the requirements of the **Road Traffic Acts**.
- any amount for legal responsibility, loss or damage when **your car** is being repaired whilst not on a road or other public place.

DRIVING OTHER CARS

If **your Schedule** and **Certificate of Motor Insurance** shows that **you** have this cover, cover under this section is extended to allow the **Policyholder** only to drive a car:

- not belonging to the **policyholder** and
- not hired to the **policyholder** under a hire purchase agreement or leased to the **policyholder** under a leasing agreement, provided that;
- The **policyholder** has the owner's permission to do so; and
- The **policyholder** still has the vehicle identified by its registration mark on the **Schedule** and it has not been damaged beyond economical repair nor been stolen and not recovered; and
- The car is registered within the **territorial limits**; and
- The **policyholder** is not using the car outside of the **territorial limits**; and
- The **policyholder** is not insured under any other insurance to drive the car, and
- There is a current and valid **policy** of insurance held for that car in accordance with the **Road Traffic Acts**.

LEGAL COSTS

We will pay the legal costs if **we** appoint a solicitor to represent **you** at a:

- coroner's inquest
- fatal accident enquiry
- magistrates court (including a court of similar jurisdiction in any country within the **territorial limits**).

And also for defence of any legal proceedings relating to the following circumstances where the incident is covered by this **policy**:

- charges of manslaughter
- causing death by dangerous or reckless **driving**.

We will also pay:

- any other costs and expenses by **our** appointed solicitor and their appointed agents; and
- charges set out in the **Road Traffic Acts**.

If **you** wish to arrange for **your** own representation at any of the above then **you** must obtain **our** prior written consent. Without this, these costs may not be covered by **your policy**.

EMERGENCY TREATMENT CHARGES

If **you** are involved in an accident and receive treatment from the emergency services then **we** will pay for any cost of that treatment stipulated in the **Road Traffic Acts**. If this is the only payment made under **your policy**, it will not affect **your** No Claim Discount entitlement.

SECTION 4 USE BY THE MOTOR TRADE, HOTELS AND CAR PARKS

We will give **you** the cover under Section 1, Accidental Damage, and Section 2, Fire and Theft, but will not apply any **driving** and use restrictions or any **excess** while **your car** is in the custody and control of:

- a member of the motor trade for service, repair or MOT testing, or
- a hotel, restaurant, car park or similar commercial organisation for parking purposes.

SECTION 5 GLASS IN WINDSCREENS OR WINDOWS

(OR FOR ANY SCRATCHING OF THE BODYWORK AS A RESULT OF BROKEN GLASS FROM **YOUR CAR**)

WHAT IS COVERED

You must notify **us** on **0330 022 9449** before any work is carried out under this section.

If **you** use **our** approved glass repairer and **your** claim is for loss of, or damage to, the glass in **your car's** windscreen or windows, **we** will pay the cost of repairing or replacing it, less any **excess** that may apply. **We** will also pay for:

- any repair to the bodywork of **your car** that has been damaged by broken glass from **your car**.
- the recalibration of any Advanced Driver Assistance Systems equipment relating to the repair or replacement of the windscreen.

We will not pay more than the **market value** of **your car** at the time of the loss (less any **excess** that may apply).

We may decide to repair **your car** with parts which have not been made by **your car's** manufacturer but which are of a similar standard.

If **you** make a claim under this section, **your** No Claim Discount will not be affected.

WHAT IS NOT COVERED

- replacement - **you** will have to pay the glass replacement **excess** shown in **your Schedule**
- repair - if the glass is repaired rather than replaced then **you** will have to pay the glass repair **excess** shown in **your Schedule**
- if **you** choose not to use **our** approved glass repairer the most **we** will pay under this section will be £200 for replacement or £50 for repair less any **excess** which applies
- if **your Schedule** states that **your car** is imported then the most **we** will pay under this section will be £500 for either replacement or repair less any **excess** which applies
- loss of use of **your car**
- more than the manufacturer's latest list price of any part or accessory as at the date of repair
- the costs of importing parts or **accessories** or storage costs caused by delays where parts or **accessories** are not available from current stock in the United Kingdom
- damage to **your car** as a result of a deliberate act caused by **you** or any driver covered to drive **your car**
- repair or replacement of broken or damaged sunroofs, fixed or moveable glass roof panels and associated mechanisms
- repair or replacement of any glass that is part of a removable or folding convertible roof
- repair or replacement of any windscreens or windows not made of glass.

SECTION 6 USING YOUR CAR ABROAD

EUROPEAN UNION/ EEA COMPULSORY INSURANCE

Your policy provides the minimum compulsory insurance in the countries listed below. Please note that this minimum compulsory insurance does not provide the same level of cover as **your policy**.

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

If **you** wish to drive abroad, **you** must ensure that **you** have any documentation required to evidence insurance. If **you** travel to any of the countries listed above, **you** may need a Green Card in addition to **your Certificate of Motor Insurance** to evidence **you** hold the minimum compulsory insurance.

EXTENDED EUROPEAN COVER

In addition, the full benefits of this **policy** apply in the countries in the list above, including when **your car** is being transported, provided that **your car** is:

- registered with the relevant vehicle licensing authority within the United Kingdom, the Channel Islands or the Isle of Man and normally kept in the United Kingdom, the Channel Islands or the Isle of Man.
- not outside of the United Kingdom, the Channel Islands or the Isle of Man for more than the maximum days abroad as detailed in **your Policy Schedule**.

Please note temporary replacement cars are not available abroad and repairs undertaken abroad are not guaranteed as they are not carried out by **our** approved network of repairers.

As part of a valid claim under Section 1 or Section 2 of this **policy** we will pay the costs of recovering **your car** if it is not driveable, and of returning **your car** back to the United Kingdom, the Channel Islands or the Isle of Man, if required.

If **your** car suffers loss or damage in any foreign country that **we** have agreed to provide cover for, **you** may be charged customs duty. This customs duty will be refunded if a valid loss or damage claim is made by **you**.

USING YOUR CAR IN ANY OTHER COUNTRIES

If **you** want to use **your car** in countries not included in the list above then **you** must obtain separate cover before **you** enter that country as cover under this **policy** will not apply.

SECTION 7 MEDICAL EXPENSES

WHAT IS COVERED

We will pay up to £500 for each person for any medical expenses resulting from an accident while travelling in **your car**.

Your excess will not apply to this section.

WHAT IS NOT COVERED

- if **you** or **your** husband, wife, common law partner or civil partner has more than one **policy** with **us**, it will only pay the benefit under one **policy**
- where the driver of **your car** has been **driving** illegally due to reckless or dangerous **driving**; or exceeding the legal limit of alcohol or under the influence of drugs whether prescribed or otherwise at the time of the accident.

SECTION 8 PERSONAL ACCIDENT

WHAT IS COVERED

If **you** or **your** husband, wife or civil partner are accidentally killed or injured while getting into, travelling in or getting out of the vehicle, **we** will pay the following:

- For death – £2,500.
- For total and permanent loss of sight in one eye – £1,500.
- For total and permanent loss (at or above the wrist or ankle) of one hand or one foot – £1,500.

We will only pay these amounts if the cause of the death or injury is an accident involving a vehicle and the death or loss happens within 90 days of the accident.

This cover also applies to any passenger who is getting into, travelling in or getting out of the vehicle (as long as there is a passenger seat for that person).

WHAT IS NOT COVERED

- No cover is provided under this section if the **policy** is held in the name of a corporate organisation, a company or a firm.
- Death or injury caused by suicide or attempted suicide.
- Death of or injury to any person convicted of **driving** the vehicle whilst under the influence of drink or drugs at the time of the accident.
- Death of or injury to any person not wearing a seat belt when they have to by law.
- More than £10,000 for any one accident.
- More than £2,500 to any one person for any one accident.

If **you**, or **your** husband, wife or civil partner, have more than one motor insurance **policy** with **us**, **we** will only pay under one **policy**.

SECTION 9 PHYSICAL ASSAULT

WHAT IS COVERED

ROAD RAGE

If **you** or anyone in **your car** is injured as a result of being physically assaulted following an accident involving **your car**, **we** will pay £250 for each assaulted person (up to £500 in total).

We will pay the injured person or their legal representative.

CAR JACKING

If **you** or anyone in **your car** is injured as a result of being physically assaulted during the theft or attempted theft of **your car**, **we** will pay £250 for each assaulted person (up to £500 in total).

We will pay the injured person or their legal representative.

WHAT IS NOT COVERED

Cover only applies if the physical assault:

- is not caused by a relative or person known to **you** or anyone in **your car**
- is reported to the Police and **you** provide the assigned crime reference as soon as possible
- happens within the United Kingdom, the Channel Islands or the Isle of Man
- is not caused or contributed to, by anything said or done by **you** or anyone in **your car** after the accident.

SECTION 10 PERSONAL BELONGINGS

WHAT IS COVERED

We will pay up to £500 for personal belongings in **your car** if lost or damaged due to accident, fire, theft or attempted theft. **We** may require proof of purchase or evidence of ownership to support **your** claim.

Your excess will not apply to this section.

WHAT IS NOT COVERED

- theft, or attempted theft, of personal belongings if **your car** has been left unlocked and unattended, or the keys have been left in or on **your car** or with a window or roof open
- the theft of personal belongings unless kept out of sight in the locked boot or glove compartment of **your car** or unless the theft occurs whilst **you** are in the car
- money, stamps, tickets, documents, vouchers or securities
- goods, tools, samples or equipment carried in connection with any trade or business
- property covered under any other insurance.
- loss or damage to personal belongings carried in or on a trailer

SECTION 11 MISFUELING COVER

WHAT IS COVERED

We will pay up to £250 to clean the fuel system and other associated parts of **your car** or to repair any loss or damage caused if **you** fill **your car** with an inappropriate grade or type of fuel purchased from a licensed fuel supplier provided that any loss or damage has not been caused over a period of time.

If **you** put the wrong fuel in **your car** please call 0333 103 7794 immediately – do not attempt to drive **your car** as **you** could cause more serious damage.

Your excess will not apply to this section.

SECTION 12 NO CLAIM DISCOUNT

If **you** have made no claims in the **period of policy cover**, **you** will be eligible for a No Claim Discount, or for an increase in **your** No Claim Discount, when **you** renew **your policy**.

The level of **your** No Claim Discount is based upon the number of consecutive years that **you** have had cover and the number of claims that have been made during that time.

If **you** make one or more claims during the **period of policy cover**, at **your** next renewal **your** No Claim Discount will be reduced to the number of years specified in the following scale:

	No Claim Discount at next renewal date without NCD Protection			No Claim Discount at next renewal date with NCD Protection		
Number of years No Claim Discount held at your purchase / renewal date	1 claim in next 12 months	2 claims in next 12 months	3 claims in next 12 months	1 claim in next 12 months	2 claims in next 12 months	3 claims in next 12 months

For all New Business customers, and for Renewing customers who have had no claims within the past two periods of continuous policy cover with us

1 year NCD held	Nil years	Nil years	Nil years			
2 years NCD held	1 year	Nil years	Nil years	Unaffected	Unaffected	Nil years
3 years NCD held	2 years	1 year	Nil years	Unaffected	Unaffected	Nil years
4 years NCD held	3 years	2 years	Nil years	Unaffected	Unaffected	Nil years
5 years NCD held	4 years	3 years	Nil years	Unaffected	Unaffected	Nil years
6 years + NCD held	4 years	4 years	Nil years	Unaffected	Unaffected	Nil years

For all Renewing customers who have had a claim within the past two periods of continuous policy cover with us

1 year NCD held	Nil years	Nil years	Nil years			
2 years NCD held	1 year	Nil years	Nil years	Unaffected	1 year	Nil years
3 years NCD held	2 years	1 year	Nil years	Unaffected	2 years	Nil years
4 years NCD held	3 years	2 years	Nil years	Unaffected	3 years	Nil years
5 years NCD held	4 years	3 years	Nil years	Unaffected	4 years	Nil years
6 years + NCD held	4 years	4 years	Nil years	Unaffected	4 years	Nil years

Note:

- Customers are ineligible for No Claim Discount protection if they have had two or more fault claims within the past two years.

The following claims will not reduce **your** No Claim Discount:

- any payment for emergency treatment charges under Section 3 (Liability to other people)
- any payment made under Section 5 (Glass in windscreens or windows)
- any claims where **you** are not at fault, provided **we** have recovered **our** outlay in full
- any claims where **you** are not at fault, and the driver of that car was uninsured.

You cannot transfer **your** No Claim Discount to anyone else. If **you** insure more than one car through **us**, the No Claim Discount is earned separately for each car.

The application of **your** No Claim Discount may not necessarily result in a decrease in **your premium**.

SECTION 13 HELPLINES

The Counselling and Legal and Tax Advice Helplines are provided by ARAG plc.

COUNSELLING HELPLINE

WHAT IS COVERED

You and **your** family members can call ARAG's confidential counselling helpline for help and advice 24/7. ARAG's qualified counsellors are available to provide telephone support on any matter that is causing **you** or those close to **you** upset or anxiety – from personal problems to bereavement. Calls to the counselling helpline are not recorded.

To receive counselling over the telephone please call 0344 571 7964.

WHAT IS NOT COVERED

- The cost of face to face counselling sessions

LEGAL AND TAX ADVICE HELPLINE

WHAT IS COVERED

If **you** have a personal legal or tax problem **you** can obtain confidential legal and tax advice over the telephone. The legal advice helpline is open 24/7 and tax advice is available between 9am and 5pm on weekdays (except bank holidays). The advice covers personal legal matters within EU law or UK tax law and **you** can use this service as often as **you** like subject to fair and reasonable use. **Your** query will be dealt with by a qualified specialist experienced in handling legal and tax related matters.

You can get advice by telephoning 0344 571 7977.

WHAT IS NOT COVERED

- **We** cannot enter into correspondence with **you**.
- Tax advice is limited to technical matters. **We** cannot provide advice about financial planning, goods or services.

SECTION 14 GENERAL CONDITIONS

These **policy** conditions apply to all sections of the **policy**.

14.1 COMPLYING WITH THE TERMS OF THIS **POLICY**

We will only provide cover under this **policy** if:

- **you**, or any other person claiming under this **policy**, have met all the terms and conditions that apply, and
- the information **you** gave to **us** when applying for, or renewing, this **policy**, when making any changes to this **policy**, or in the course of making a claim, is complete and correct as far as **you** know or could be expected to know.

You must:

- have asked all the other drivers covered by this **policy** any relevant questions to get the information about them requested by **us**
- tell **us** as soon as practicably possible about any changes to the information that **you** have provided which is detailed in **your Statement of Fact, Schedule and Certificate of Motor Insurance**. If **you** do not inform **us** about a change it may affect any claim **you** make or could result in **your** insurance being invalid.

14.2 CARE OF YOUR CAR

You or any person in charge of **your car** must take reasonable precautions to:

- maintain **your car** in an efficient and roadworthy condition, and
- use and maintain **your cars** software in line with the manufacturer's instructions, and
- not alter **your cars** software against the manufacturer's instructions, and
- protect **your car** from damage or loss

Reasonable precautions includes ensuring the recalibration of any Advanced Driver Assistance Systems equipment fitted to **your car** is completed as soon as possible after the repair or replacement of the windscreen of **your car**.

You must also ensure that any **electric vehicle** charging wall box or charging post is installed by an OZEV approved installer and subject to maintenance in accordance with manufacturers and installers instructions and guidance.

You must have a valid:

- Ministry of Transport Test Certificate (MOT), or the local equivalent for the area within which **your** vehicle is registered for **your car** if one is needed by law, and
- car tax unless **your car** has been declared off the road in accordance with the statutory notice (SORN), or the local equivalent for the area within which **your** vehicle is registered

If the condition of **your car** causes or contributes to an incident, and there has been a failure to maintain **your car** in an efficient and roadworthy condition, or to follow the reasonable precautions above then:

- **we** have the right to immediately cancel **your policy** and to claim any amounts owed by **you** under the terms of **your policy**, and
- there will be no cover provided under this **policy** and instead, **our** liability will be restricted to meeting **our** obligations as required by the **Road Traffic Act** or any other Countries Compulsory Insurance Law or Regulations. In those circumstances, **we** reserve the right to recover from **you** or the driver, all sums paid (including all legal costs), whether in settlement or under a Judgment, of any claim arising from the accident. **We** also reserve the right to withhold any claim settlement during the police investigation and/or criminal proceedings

You must give **us** reasonable access to examine **your car** and its documents in relation to any matter relevant to this insurance.

14.3 ACCIDENT AND CLAIMS PROCEDURE

You, or any person **driving** or using **your car** with **your** permission, as long as this is allowed by **your Certificate of Motor Insurance**, or any passengers travelling in or getting in or out of **your car**, claiming under this **policy** must:

- give **us** full details of any incident that may give rise to a claim under **your policy** (for example, accident or theft) as soon as possible, and at least within 24 hours of discovery of the incident occurring
- inform the police as soon as possible, and at least within 24 hours of discovery of the incident, if **your car** or its contents are stolen, and provide **us** with any crime reference number
- send to **us** as soon as practicably possible all communications from other people involved in the incident. **You** must not reply to any such communication
- as soon as practicably possible tell **us** of and send to **us** any notice of intended prosecution, inquest, fatal inquiry or any writ, summons or

process without reply to any other party

- provide all relevant information and help in relation to the claim, and
- tell **us** as soon as practicably possible the address of where **your car** has been recovered to or **you** may be liable for any storage charges that occur.

You must not assume that **we** are aware of any incident that has occurred, or that **we** will contact **you**, the police or other emergency services.

You must take the above action to notify **us** of any incident that might give rise to a claim under this **policy**.

You must not, without **our** consent:

- negotiate or admit responsibility, or
- make any offer, promise or payment.

We will be entitled to:

- have total control to conduct, defend and settle any claim, and
- take proceedings in **your** name, or in the name of any other person claiming under this **policy**, at **our** own expense, and for **our** own benefit to recover any payment **we** have made.

14.4 OTHER PRIVATE CAR INSURANCES

If any loss, damage or liability covered by this **policy** is also covered by any other insurance, **we** will only pay its share.

14.5 COMPULSORY INSURANCE LAWS

If under the law of any country **we** must make a payment which would not have been made but for these legal obligations, **you** must repay that amount to **us**.

14.6 CANCELLATION

We can cancel **your policy**:

- from the start date if **you** do not pay **your premium**.
- by writing to **you** at **your** last known address 7 days in advance of the cancellation date if there are serious grounds to do so such as:
 - failure to provide requested documents (proof of **your** No Claim Discount etc.)
 - where **you** have changed **your car** more than three times during the **Period of Policy Cover** and **we** have refused to continue cover
 - where **your car** is being driven or used other than in accordance with **your Certificate of Motor Insurance**
 - following a fraud or deliberate or reckless misrepresentation or if **you** have withheld information
 - use of threatening or abusive behaviour or language, any form of harassment, or intimidation or bullying of **our** staff and/or suppliers

The **policy** will end when the 7 days' notice period expires. If **you** have not made a claim, or no claim has been made against **you**, **you** will be entitled to receive a refund of **premium**, less:

- a charge on a proportionate basis for the **period of policy cover** that **you** have already received
- **our** administration fee which is charged at cancellation as shown in **our** Important Information document.

If **you** have made a claim or one has been made against **you** during the current **period of policy cover**, **you** must pay the full annual **premium** and **you** will not be entitled to any refund.

- after a claim where **we** have decided to make a cash payment for up to the **market value** of **your car** at the time of the damage rather than repair or replace **your car**. **You** will not be entitled to a refund of the **premium** paid in the event. If **you** have not paid all **your premium**, **your** full annual **premium** remains payable unless this has already been deducted from **your** claim settlement.

You can cancel **your policy**:

- at any time. Cancellation can take effect immediately or from a later date, although it cannot be backdated to an earlier date.

If **you** cancel (including in the 14 day cooling off period) and **you** have not made a claim, or no claim has been made against **you**, **you** will be entitled to receive a refund of **premium**, less:

- a charge on a proportionate basis for the **period of policy cover** that **you** have already received
- **our** administration fee which is charged at cancellation as shown in **our** Important Information document.

Cancellation of the car insurance **policy** will result in automatic cancellation of all optional **policy** extras.

If **you** have made a claim or one has been made against **you** during the current **period of policy cover**, **you** must pay the full annual **premium** and **you** will not be entitled to any refund. If the amount **you** owe upon cancellation exceeds the amount of any refund calculated on cancellation, **we** will be entitled to charge **you** for that amount.

If the **premium** received by the date of cancellation does not cover the charges described above, **we** reserve the right to recover any outstanding amount owed to **us** using the debit or credit card details used to pay for the **policy**. Where **we** are unable to recover all money owed to **us**, **we** reserve the right to use third party debt collection agencies to progress the recovery, including any administration charges **we** incur from this process.

14.7 PREMIUM PAYMENT BY INSTALMENTS AND YOUR CREDIT AGREEMENT

If **you** choose to pay **your premium** by monthly instalments via Direct Debit, or a similar arrangement under a credit agreement, **you** must pay any deposit **we** ask **you** to pay and make sure **your** instalment payments are kept up to date. The Direct Debit facility and the credit agreement are provided by **our** third party finance provider, Premium Credit Limited. They will send **you** a welcome pack detailing their full terms and conditions and begin collecting **your** instalments. A credit agreement will be included for **you** to sign and return.

- if **you** do not pay **your** deposit **we** will cancel this **policy** from the start date
- if **you** pay **your** deposit but **we** receive notification from Premium Credit Limited that **you** have not made an instalment payment on or before the date it was due, and arrangements are not made to pay the outstanding **premium** within 14 days of the original due date, **we** will cancel **your policy** by writing to **you** at **your** last known address 7 days in advance of the cancellation date. The **policy** will end when the 7 days' notice runs out. Upon cancellation **we** will charge **you** as follows:
 - a) If **you** have not made a claim or no claim has been made against **you** during the period up to the effective date of cancellation of this **policy**:
 - a charge on a proportionate basis for the **period of policy cover** that **you** have already received
 - **our** administration fee which is charged at cancellation as shown in **our** Important Information document.
 - b) If **you** have made a claim, or one has been made against **you**, during the period up to the effective date of cancellation of this **policy** then the full amount of **premium** may become due and payable and all unpaid **premium** may be deducted from the claims settlement otherwise payable to **you**, and **we** will seek to recover any outstanding **premium** directly from **you**.

If the amount **you** owe upon cancellation of the **policy** exceeds the amount of any refund calculated on cancellation, **we** will be entitled to charge **you** for that amount.

You agree that **we** will pay to Premium Credit Limited any return of **premium** that **we** would otherwise have to return to **you** under this **policy** (after all deductions which **we** are entitled to make under this **policy**) if Premium Credit Limited notify **us** in writing that **you** are in default under the credit agreement or that the credit agreement has been cancelled. If **we** make any payment to Premium Credit Limited under this clause:

- it will only be for an amount necessary to clear or reduce the amount of monies that **you** owe under **your** consumer credit agreement with Premium Credit Limited in respect of the **premium** payable under this **policy**
- **we** will no longer have to return to **you** any portion of the **premium** that **we** have paid to Premium Credit Limited under this clause
- nothing in this clause confers any rights on Premium Credit Limited under this **policy**.

If **you** choose to cancel **your** credit agreement:

- **you** may cancel the credit agreement within 14 days of Premium Credit Limited receiving the signed credit agreement back. If **you** would like to cancel the credit agreement, please write to Premium Credit Limited at the address shown on **your** documents
- cancelling **your** Direct Debit or credit agreement does not mean that **you** have cancelled **your policy**
- if **you** cancel the credit agreement but **you** choose to continue cover under **your policy**, **you** will need to pay the full **premium** to **us**; otherwise **we** will cancel **your policy** in accordance with the cancellation terms of this **policy** under Section 14.6
- if **you** cancel **your** credit agreement and **you** also wish to cancel **your policy**, **you** must notify **us** and comply with the cancellation terms of Section 14.6 under the heading "**You can cancel your policy**".

14.8 DOCUMENTS AND INFORMATION YOU MAY NEED TO SEND US

If **we** request them, **you** must send **us** any documents or provide **us** with information **we** may reasonably require to help **us** validate **you** or any person named on **your Certificate of Motor Insurance** and/or the details of **your car**.

Examples of documents or information **we** may require include driving licences, vehicle registration document, proof of MOT (or the local equivalent for the area within which **your** vehicle is registered), proof of No Claim Discount or proof of address.

SECTION 15 GENERAL EXCEPTIONS

15.1 CHANGE OF CAR – NOTIFICATION AND ACCEPTANCE

We will not make a claim payment unless:

- you have given us details of your new car, and
- we have issued a new Certificate of Motor Insurance.

15.2 DRIVING AND USE

If a claim occurs whilst any vehicle **your Schedule** allows **you** to drive was being:

- driven by any person not described on **your Certificate of Motor Insurance** as a person who is entitled to drive
- driven by any person who is disqualified from **driving** or does not have a **driving** licence which is valid in the territory where the claim occurred
- driven by any person who is breaking the conditions of their **driving** licence
- driven by any person whilst racing either formally or informally
- driven by any person whilst not in full control of **your car** including, but not limited to driving whilst using a mobile phone
- driven or used other than in accordance with **your Certificate of Motor Insurance**
- driven with a load or number of passengers which is unsafe or illegal
- driven when carrying a load which is not secure
- rented or hired either formally or informally to someone else, regardless of the purpose for which that person is using the vehicle

then there will be no cover provided under this **policy** and instead, **our** liability will be restricted to meeting **our** obligations as required by the **Road Traffic Acts** or any other Countries Compulsory Insurance Law or Regulations. In those circumstances, **we** reserve the right to recover from **you** or the driver, all sums paid (including all legal costs), whether in settlement or under a Judgment, of any claim arising from the accident.

We also reserve the right to withhold any claim settlement during the police investigation and/or criminal proceedings and **your policy** may be cancelled with no return of **premium**.

Your policy includes cover for the use of **your car** for voluntary purposes where any money received does not produce a profit.

15.3 CONTRACTUAL LIABILITY

We will not make a payment for any liability resulting solely from a contract or agreement **you** have with another party unless **we** would have been otherwise responsible.

15.4 RADIOACTIVITY

We will not pay for direct or indirect loss, damage or liability caused by, contributed to, or arising from:

- ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or any component of this type of assembly.

15.5 WAR, TERRORISM, RIOT, CIVIL UNREST

We will not make a payment in the event of:

- war, civil war, rebellion or revolution except when **we** have to meet the requirements of the **Road Traffic Acts**, or
- **terrorism** and/or any action taken in controlling, preventing, suppressing or in any other way relating to **terrorism** except when **we** have to meet the requirements of the **Road Traffic Acts**
- riot or civil unrest that happens outside England, Scotland, Wales, Northern Ireland, the Isle of Man or the Channel Islands.

15.6 MISREPRESENTATION AND NON-DISCLOSURE

If **you** have made a false statement, misrepresentation or have withheld information when providing the information which is detailed in **your Statement of Fact, Schedule** or **Certificate of Motor Insurance**, **we** may not make a payment in respect of a claim and **your policy**

may be cancelled with no return of **premium**.

15.7 FRAUD

If **you**, or anyone acting for **you**:

- Knowingly provide information to **us** that is not true
- Mislead **us** in any way, including about who is the main user of **your car**, in order to get insurance from **us**, obtain more favourable terms or reduce **your premium**
- Make a claim under the **Policy** knowing it to be false or fraudulently exaggerated in any respect
- Submit a document in support of a **Policy** or claim knowing the document to be forged or false in any respect
- Make a claim for any loss or damage caused by **your** willful act or with **your** knowledge then:
 - there will be no cover provided under this **policy** and instead, **our** liability will be restricted to meeting **our** obligations as required by the **Road Traffic Act** or any other Countries Compulsory Insurance Law or Regulations. In those circumstances, **we** reserve the right to recover from **you** or the driver, all sums paid (including all legal costs), whether in settlement or under a Judgment, of any claim arising from the accident. **We** also reserve the right to withhold any claim settlement during the police investigation and/or criminal proceedings, and
- **we** will either immediately cancel **your policy**, or, where **we** have the right to do so, declare **your policy** void (treat it as if it never existed), and
- **we** will claim any amounts owed by **you** under the terms of **your policy**, and
- all other policies **you** have entered into through **us**, to which **you** are connected, may be cancelled or treated void, and
- **we** will share this information with other insurers, law enforcement and fraud prevention agencies for the purposes of preventing and/or prosecuting fraud and money laundering

15.8 PUBLIC AUTHORITIES

We do not cover any loss or damage caused, or any expenses incurred due to any government, public or local authority legally removing, keeping or destroying **your car**.

15.9 CAR SHARING

Accepting payments from passengers as part of a car sharing arrangement will not affect **your** cover if:

- the passengers are being given a lift for social, commuting or similar purposes
- **your car** is not built or adapted to carry more than eight passengers
- this is not part of a business of carrying passengers, and
- money received does not produce a profit.

15.10 DRINK OR DRUGS

If a claim occurs whilst **you**, or any person named on **your Certificate of Motor Insurance**, is:

- **driving** over the legal limit for alcohol;
- **driving** under the influence of drugs whether prescribed or otherwise; or
- **driving** and subsequently failing to provide a sample of breath, blood or urine when required to do so, without lawful reason;

then there will be no cover provided under this **policy** and instead, **our** liability will be restricted to meeting **our** obligations as required by the **Road Traffic Act** or any other Countries Compulsory Insurance Law or Regulations. In those circumstances, **we** reserve the right to recover from **you** or the driver, all sums paid (including all legal costs), whether in settlement or under a Judgment, of any claim arising from the accident. **We** also reserve the right to withhold any claim settlement during the police investigation and/or criminal proceedings and **your policy** may be cancelled with no return of **premium**.

15.11 UNLAWFUL USE

If a claim occurs whilst **you**, or any person named on **your Certificate of Motor Insurance**, is using **your car** for any criminal purposes (including avoiding lawful apprehension), or deliberately using **your car**:

- to cause damage to other vehicles or property; and/or
- to cause injury to any person and/or to put any person(s) in fear of injury;

then there will be no cover provided under this **policy** and instead, **our** liability will be restricted to meeting **our** obligations as required by the **Road Traffic Act** or any other Countries Compulsory Insurance Law or Regulations. In those circumstances, **we** reserve the right to recover from **you** or the driver, all sums paid (including all legal costs), whether in settlement or under a Judgment, of any claim arising from the accident. **We** also reserve the right to withhold any claim settlement during the police investigation and/or criminal proceedings and **your policy** may be cancelled with no return of **premium**.

15.12 CYBER ACTS OR INCIDENTS

We will not pay for direct or indirect loss, damage or liability caused by, contributed to, or arising from:

- A **cyber act** affecting **your car**
- Loss of, corruption, or access to data due to a **cyber incident** or **cyber act**

NOTIFYING CLAIMS AND OUR CLAIMS SERVICE

This applies to all claims under this Private Car **Policy** Document:

- **you** must call **us** as soon as possible after the incident leading to the claim occurs, and no later than 24 hours after discovery of the incident occurring
- give **us** as much information about the incident as **you** can. **We** will explain what this **policy** covers and if **you** have to pay any **excess**
- wherever possible, speak to **us** before **you** make any arrangements for replacement or repair
- do as much as **you** can to reduce or minimise the loss or damage (provided it is safe to do so).

If **you** need to make a new claim **our** team offers help and advice 24 hours a day, 365 days a year and is available on **0333 103 7794**.

Once **you** have contacted **our** claims team, **we** will, wherever possible, take care of all the necessary arrangements e.g. to repair the damage to **your car**, and, provided the incident is covered, settle the bill (apart from the **excess**) directly with the supplier.

If **your car** has been stolen:

- please tell the police if **your car** is stolen and obtain from them a crime reference number
- please call **us** on **0333 103 7794** as soon as possible, or at least within 24 hours of discovering the theft, so **we** can liaise with the police.

If **you** wish to make a claim for repairs or replacement to glass in windscreens or windows please call **us** on **0330 022 9449** before any work is carried out.

Occasionally **we** might not be able to confirm immediately that the incident is covered under **your policy**. In this event **we** will still help **you** in organising the repairs, but **you** will be responsible for any charges which are not covered under this **policy**.

IF WE DO NOT PROVIDE THE EXPECTED SERVICE

We aim to provide a high level of service and **we** want **you** to tell **us** when **we** don't. **We** take all complaints **we** receive seriously and aim to resolve them promptly; **we** welcome **your** feedback. **We** will record and analyse **your** comments to make sure **we** continue to improve the service **we** offer.

If **you** need to make a complaint about **your policy** please contact **us** using the following details:

Address: Complaints Controller, Lexus Motor Insurance, PO Box 1308, Newcastle upon Tyne, NE12 2BF

Email: complaints@lexusmotorinsurance.co.uk

Telephone: 0333 103 9960

Please quote the **policy** number shown on **your Schedule** and explain the nature of **your** complaint. **We** will then write to **you** with **our** final decision.

If **you** are not satisfied with the final decision regarding **your** complaint or **you** have not received the final decision within eight weeks, **you** can contact the Financial Ombudsman Service at:

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

Website: www.financial-ombudsman.org.uk

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

Telephone: 0800 023 4567 or 0300 123 9123

You must approach the Financial Ombudsman Service within 6 months of either **our** summary resolution or final response letter to **your** complaint. Please note that if **you** do not refer **your** complaint within the 6 months, the Financial Ombudsman Service will not have **our** 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.

FINANCIAL SERVICES COMPENSATION SCHEME

Each **insurer** is covered by the Financial Services Compensation Scheme (FSCS). If **we** cannot meet **our** liabilities **you** may be entitled to compensation under the scheme. Further information is available at:

www.fscs.org.uk

YOUR LEXUS MOTOR INSURANCE KEY PROTECT POLICY

INTRODUCTION

In return for the payment of **your** premium of **your** motor insurance policy, **we** will provide insurance for **your insured key(s)** during the **period of insurance** as stated in the schedule of insurance, subject to the terms, conditions and limitations shown below or as amended in writing by **us** and during the **period of insurance**. This insurance runs along with the motor insurance policy and if that insurance policy is cancelled or not renewed, all cover under this insurance will end.

IMPORTANT INFORMATION

Please read this policy carefully so that **you** understand the cover **we** are giving **you**. **You** must follow the terms and conditions set out in this policy wording. It's important that **you** keep this policy wording in a safe place in case **you** need to look at it later.

This cover meets the demands and needs of those who wish to insure against the costs of locksmith charges, new locks, replacement keys, onward transport costs, vehicle hire or accommodation costs in the event their **insured keys** are lost, stolen or accidentally damaged.

INSURER

This insurance is underwritten by Collinson Insurance. Collinson Insurance (a trading name of Astrenska Insurance Limited) is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority in the United Kingdom, under Firm Reference Number 202846. Registered in England number 01708613.

CLAIMS HANDLER

All claims under this policy are processed by Davies Managed Systems, Registered Company Number 3452116. Registered in England and Wales. A member of the Davies Group Ltd, Registered Company Number 06479822. Registered Address Suite 2/2, Second Floor, London Underwriting Centre, 3 Minster Court, Mincing Lane, London, EC3R 7DD.

REGISTRATIONS – FURTHER DETAILS

Details of the registrations for the **insurer** and the Claims Handler can be found on the Financial Services Register by visiting the Financial Conduct Authority website www.fca.org.uk or by contacting the Financial Conduct Authority on 0800 111 6768 or the Prudential Regulation Authority on 020 7601 4878.

COMMENCEMENT AND DURATION OF KEY PROTECT COVER

- Key Protect cover commences from the start date of the motor insurance policy **you** arranged it with.
- **Your** Key Protect cover then runs alongside **your** motor insurance policy.
- For renewals, cover starts on the renewal date.

DEFINITIONS

The following words or expressions will carry the same meaning throughout this Key Protect policy and will appear with a capital letter and in bold text:

Cover Limit	The most we will pay in each period of insurance , up to a maximum of £1,500.
Emergency	A dependent of yours is left alone and unsupervised, or there is a serious or immediate danger to you, your motor vehicle, home or your belongings.
Home	Any property that you live that an insured key unlocks.
Immediate Family	Your mother, father, son, daughter, spouse, or domestic partner who resides with you at your home .
Insured Event	The loss, breakage, damage or theft of any insured key , or any insured key locked inside your home or motor vehicle during the period of insurance .
Insured Key	Any keys used by you such as your house keys and/or vehicle keys.
Motor Vehicle	The motorised vehicle which is owned by you or which you are authorised to drive.
Period of Insurance	The period stated on your policy schedule that this policy is in force for.
Property	Any property or item including towed or static trailers that your insured key unlocks.
Territorial Limits	United Kingdom, Channel Islands and Isle of Man
Waiting Period	48 hours starting when the loss of the insured key is first reported to us .
We, Us, Our, Insurer	Collinson Insurance.
You, Your	The person(s) whose name appears on the policy schedule and has been accepted for insurance.

WHAT IS COVERED

If an **insured key** is lost, accidentally damaged or stolen, **we** will pay up to the sum insured shown in the below tables.

What is covered	We will not pay
1. Locksmith charges: We will pay for locksmith charges if your insured keys are lost, stolen, damaged, or locked in your motor vehicle, home or property and you have no access to your motor vehicle, home or property.	• More than £50 in respect of any insured key broken inside a lock at your home or property or the ignition of your motor vehicle. • Any charges or costs incurred where Davies Group Limited arranges for the attendance of a locksmith or other tradesman, agent or representative at a particular location you are not there. • Any charges where you have access to duplicate keys, unless you are in an emergency situation.
2. New Locks (including reprogramming of immobilisers, infrared handsets and alarms which are attached to the insured key(s) at the time of the insured event but are not integral to an insured key): We will pay for new locks if there is a security risk to your motor vehicle/home/property due to the loss/theft of your insured key.	• Replacement locks of a higher standard or specification than those needing to be replaced. • For locks which are damaged prior to the accidental loss, theft, or accidental damage of insured keys.
3. Replacement Keys: We will pay for replacement keys (including any immobiliser, infrared handset and/or alarm which is integral to any insured key) if your insured keys are stolen, deemed permanently lost, or broken.	• More than 2 keys per lock per claim. • For replacement keys of a higher standard or specification than those needing to be replaced.
4. Onward Transport Costs: We will pay up to £75 per day, for up to three days, for onward transportation if you have no access to your motor vehicle while away from your home due to lost, stolen or broken insured keys	• More than £75 per day. • Onward transport costs for more than three days. • Onward transport costs if you claim under Section 5. Vehicle Hire
5. Vehicle Hire: We will pay up to £40 per day, for up to three days, if you are unable to use your motor vehicle due to the loss or theft of your insured keys.	• More than £40 per day. • Vehicle charges for more than three days. • Vehicle Hire if you claim under Section 4. Onward Transport Costs.
6. Accommodation Costs: We will pay Hotel or Accommodation Costs if you have no access to your home up to a maximum of £120 per insured event.	• More than £120 per insured event.

EXCLUSIONS AND LIMITATIONS WHICH APPLY TO YOUR KEY PROTECT POLICY

We shall not pay for:

1. Any amount which is over the **cover limit** in any one **period of insurance**
2. Sums claimed where **you** can't produce receipts or invoices for payments **you** are claiming for
3. **Insured keys** lost or broken by, or stolen from, someone other than **you** or a member of **your immediate family**
4. Any costs other than the replacement of **insured keys** where **you** have access to duplicate keys unless in the event of an **emergency**
5. Any **insured event** not reported to Davies Group Limited within 30 days of discovering it
6. Any claim for theft or loss where the incident has not been reported to the police within 48 hours of discovery and an incident report number obtained
7. Loss or destruction of, or damage to, any **property** other than an **insured key** and its associated lock or ignition system, and any immobiliser, infrared handset and/or alarm attached to the **insured key**
8. Loss or damage caused by radiation, radioactive contamination or the hazardous properties of any explosive, corrosive, invasive or toxic substance or material
9. Loss or damage caused by war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, terrorism, rebellion, revolution, military force or coup, or the actions of any lawful government or public or local authority
10. Any loss of earnings or profits suffered by **you** as a result of the accidental loss, theft, or accidental damage to an **insured key**
11. Claims arising from any deliberate or criminal act or omission by **you**
12. Claims arising as a result of failure by **you** to take steps to safeguard an **insured key**
13. Any loss of market value to **your motor vehicle, home or property** as a result of loss or theft of the **insured key(s)**
14. **We** shall not provide cover or be liable to pay any claim or other sums, including return premiums, where this would expose **us** to any sanction, prohibition or restriction under United Nations resolutions, asset freezing or trade or economic sanctions, laws or regulations of the European Union, United Kingdom, and/or all other jurisdictions where **we** transact business

CANCELLATION

If **you** cancel **your** motor insurance policy before the expiry date as shown on **your** policy schedule, this Key Protect cover will automatically be cancelled. As this Key Protect cover is included as standard with **your** motor insurance policy and **you** have not paid any additional premium for this cover, no refund will be applicable.

HOW TO MAKE A CLAIM

Your claim will be handled on the **insurer's** behalf by Davies Group Limited.

To make a claim, go to <https://Keyclaims.davies-group.com>. It's the fastest and easiest way to submit **your** claim. If **you** don't have internet access, call **us** at 0344 856 2270 to inform **us** about **your** claim.

SUPPORTING DOCUMENTS

When **you** make a claim in respect of other keys (such as **home or property**), **we** may, at **our** discretion, ask for supporting documents, such as, but not limited to evidence of address.

THEFT

We will not deal with theft claims if **you** haven't reported it to the Police and/or don't have a crime reference number.

MAXIMUM NUMBER OF CLAIMS

You can make as many claims as **you** need to within the **period of insurance**. The most **we** will pay in each **period of insurance** will not exceed the **cover limit**.

Please note that there is no excess fee to pay for any claim made under this policy.

We cannot guarantee to replace **your** keys on the same day that **you** report the claim as keys may need to be ordered and may not be carried by locksmiths or dealers as standard.

If **you** lose **your insured key** or it is stolen and **you** feel there is a security risk, **you** should replace **your** locks as soon as reasonably possible. However, **you** will need to pay all costs.

If within 48 hours **your insured key** is not found and no duplicate exists, **we** will reimburse the costs subject to policy terms and conditions.

If a duplicate key exists, **we** will only reimburse **you** for the cost of the replacement key, unless **you** are in an **emergency** situation. In which case **we** will reimburse **you** for the costs incurred subject to the terms and conditions of this policy.

If your insured key is found within the waiting period of 48 hours, we will not pay any of your costs.

HOW TO COMPLAIN

We always strive to provide excellent service. However, if **you** have a complaint, please follow these steps.

If **your** complaint is about the sale of **your** policy, please contact Lexus Motor Insurance. Please refer to 'if we do not provide the expected service' for contact information.

If **your** complaint is about a claim **you** made, contact Davies Group.

Email: keyclaims@davies-group.com

Telephone: 0344 856 2270

Address: Davies Group, PO Box 1291, Preston, PR2 0QJ

We will respond to **your** complaint within four weeks of receiving it. **Our** response will be **our** final decision based on the information provided. If there's a delay in **our** investigations, **we'll** explain the reason and give **you** an estimated timeframe for reaching a decision.

If, for any reason, **you're** still dissatisfied or haven't received a final answer within eight weeks, **you** have the right to escalate **your** complaint to an independent authority called the Financial Ombudsman Service (FOS). **You** can contact them using the details below:

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

Telephone: 0800 023 4567 (free for people calling from a landline) or 0300 123 9123

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

Following this complaints procedure does not stop **you** from taking legal action.

HOW WE USE YOUR INFORMATION

As a data controller, **we** collect and process information about **you** so that **we** can provide **you** with the products and services **you** have requested. **We** also receive personal information from **your** agent on a regular basis while **your** policy is still live. This will include **your** name, address, risk details and other information which is necessary for **us** to:

- Meet **our** contractual obligations to **you**.
- Issue **you** this insurance policy.
- Deal with any claims or requests for assistance that **you** may have.
- Service **your** policy (including claims and policy administration, payments, and other transactions).
- Detect, investigate, and prevent activities which may be illegal or could result in **your** policy being cancelled or treated as if it never existed.
- Protect **our** legitimate interests.

In order to administer **your** policy and deal with any claims, **your** information may be shared with trusted third parties. This will include members of The Collinson Group, third party administrators, contractors, investigators, crime prevention organisations and claims management organisations where they provide administration and management support on **our** behalf. Some of these companies are based outside of the European Union where different data privacy laws apply. Wherever possible, **we** will have strict contractual terms in place to make sure that **your** information remains safe and secure.

We will not share **your** information with anyone else unless **you** agree to this, or **we** are required to do this by **our** regulators (e.g., the Financial Conduct Authority) or other authorities.

The personal information **we** have collected from **you** will be shared with fraud prevention agencies and databases who will use it to prevent fraud and money-laundering and to verify **your** identity. If fraud is detected, **you** could be refused certain services, finance, or employment. Further details of how **your** information will be used by **us** and these fraud prevention agencies and databases, and **your** data protection rights, can be found by visiting <https://cifas.org.uk/fpn> and <https://insurancefraudbureau.org/privacy-policy>.

Processing your data

Your data will generally be processed on the basis that it is:

- Necessary for the performance of the contract that **you** have with **us**.
- Is in the public or **your** vital interest; or
- For **our** legitimate business interests.

If **we** are not able to rely on the above, **we** will ask for **your** consent to process **your** data.

How we store and protect your information

All personal information collected by **us** is stored on secure servers which are either in the United Kingdom or European Union. **We** will need to keep and process **your** personal information during the **period of insurance** and after this time so that **we** can meet **our** regulatory obligations or to deal with any reasonable requests from **our** regulators and other authorities.

We also have security measures in place in **our** offices to protect the information that **you** have given **us**.

How **you** can access **your** information and correct anything which is wrong

You have the right to request a copy of the information that **we** hold about **you**. If **you** would like a copy of some or all of **your** personal information, please contact **us** by email or letter as shown below:

Email Address: data.protection@collinsongroup.com

Postal Address: 3 More London Riverside, London, SE1 2AQ

This will normally be provided free of charge, but in some circumstances, **we** may either make a reasonable charge for this service or refuse to give **you** this information if **your** request is clearly unjustified or excessive.

We want to make sure that **your** personal information is accurate and up to date. **You** may ask **us** to correct or remove information **you** think is inaccurate.

If **you** wish to make a complaint about the use of **your** personal information, please contact **our** Complaints manager using the details above. **You** can also complain directly to the Information Commissioner's Office (ICO). Further information can be found at <https://ico.org.uk/>.



WE'RE HERE TO HELP

INSURANCE SERVICES

Claims line:  0333 103 7794

Customer services:  0333 103 9960

Windscreen:  0330 022 9449

Key protect:  0344 856 2270

Discuss an
existing claim:  0333 103 7794

NEED TO REPORT AN ACCIDENT OR MAKE A CLAIM?

If you need to make a claim just follow these simple steps:

1. Call us as soon after the incident as possible.
2. Give us as much information about the incident as you can, including contact details for anyone involved.
3. Wherever possible, speak to us before you make any arrangements for replacement or repair