

LEXUS MOTOR INSURANCE

YOUR POLICY BOOKLET



MOTOR
INSURANCE

This booklet contains:

- Important information about Lexus Motor Insurance
- Your Lexus Motor Insurance policy wording
- Your Lexus Key Protect Insurance policy wording

Important telephone numbers

Claims Helpline:	0344 243 8905
Windscreen Claims Helpline:	0345 125 4071
Lexus Key Protect Insurance Claim Helpline	01737 334451
Customer Services	0345 040 0451



CONTENTS

	Page
Part 1. Welcome to Lexus Motor Insurance	4
Part 2. Important information about Lexus Motor Insurance	
What to do if you have an accident	5
What to do if you need to make a claim	5
Important customer information	8
What to do if you have a complaint	9
Your information and what we do with it - Putting your mind at rest	10
Financial Services Compensation Scheme	13
Part 3. Your Lexus Motor Insurance policy	
Introduction	13
Definitions	14
Policy cover	15
Section A - Damage to your car	16
Section B - Broken windscreen and window glass	17
Section C - Fire and theft	18
How we will settle your claim	19
Section D - Medical expenses and physical assault benefit	20
Section E - Personal belongings	21
Section F - Liabilities to third parties	22
Section G - Using your car abroad - Liabilities to third parties	23
Section H - Using your car abroad - Damage to your car	24
Section I - No claim discount	25
Section J - No claim discount protection	26
Section K - Replacement locks	26
Exceptions that apply to the whole of your Lexus Motor Insurance policy	27
Conditions that apply to the whole of your Lexus Motor Insurance policy	28
Part 4. Your Lexus Key Protect Insurance policy	
How to claim	31
Claims conditions	31
Your Lexus Key Protect Insurance Policy	31

PART 1. 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 'What to do if you have an accident'. While we hope you never need the information, it is best to be prepared should you need to call upon our services.

Lexus Motor Insurance is underwritten by Aioi Nissay Dowa Insurance Company of Europe SE, registered in England and Wales (No. SE000119) with registered office at 7th Floor, 52-56 Leadenhall Street, London, EC3A 2BJ, United Kingdom, authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (No. 401084) and managed by Lexus Insurance Management, a trading style of Lexus Insurance Management SE, registered in England & Wales (No. SE000118) with registered office at 7th Floor, 52-56 Leadenhall Street, London, EC3A 2BJ, United Kingdom. Lexus Insurance Management SE is authorised and regulated by the Financial Conduct Authority (No. 454020).

Please note

We hope you are happy with your policy. If you are not, you can return your certificate of motor insurance within 14 days of receipt. We will then refund your money in full provided that no incident has occurred that may give rise to a claim under your policy.

PART 2. IMPORTANT INFORMATION ABOUT LEXUS MOTOR INSURANCE

What to do if you have an accident

The Law

If you are involved in any incident involving an injury to any person or certain animals, or if other vehicles or roadside property are damaged, you must stop the car.

If you own the car, you must give your name, address, registration number and insurance details to anyone who has a good reason for asking. If you do not own the car, you must give the owner's name and address and the registration number of the car.

If there is an injury or you do not give your details to anyone at the scene, you must report the incident to the police within 24 hours and present your certificate of motor insurance to them within five days.

To help us with the claims process

1. Do not apologise or admit fault.
2. Try to collect the following information to give to the Claims Helpline (see cover). This will help us to speed up your claim.
 - a) Names and addresses of the other drivers, including their telephone numbers, and the registration numbers of all vehicles involved. This will allow us to contact anybody else involved straight away and, if you are not at fault and we manage to recover any money we have paid, your no claim discount will not be affected.
 - b) Injuries caused.
 - c) Damage to vehicles and other property damaged.
 - d) Names, addresses and telephone numbers of witnesses (if there are any).
 - e) Names, addresses and telephone numbers of passengers (if there are any)
 - f) Police officers names and report references.
 - g) You must provide full details of what happened.
 - h) Taking photos with a camera or mobile phone can help to confirm certain accident details.
3. If you receive any letters or documents about the accident, please do not answer them. Instead forward them to us as soon as you can.

What to do if you need to make a claim

If your car is involved in an incident

Call the Claims Helpline, the telephone number can be found on the cover of this policy booklet.

The Claims Helpline is open 24 hours a day, 365 days a year.

The Claims Helpline is a first-response service with operators who can confirm whether your policy covers you for the incident. Remember to save this number in your mobile phone (if you have one) so that you will have it available if you have an accident.

We may record or monitor calls for training purposes, to improve the quality of our service and to prevent and detect fraud.

Start of the claims process

If the car is involved in an incident or you need to make a claim, please telephone the Claims Helpline as soon as possible.

To help us deal with your call efficiently, please have your certificate of motor insurance and details of the incident with you when you call. If you are at the scene of the accident when you call the Claims Helpline and do not have your certificate of motor insurance with you, please give your car registration number.

1. There will be a phone number on all correspondence from us for you to call should you need to contact us. Please remember to have your policy number ready when you call.
2. Please remember to remove all personal belongings from the car before it is recovered from the scene of the accident or taken for assessment or repair.
3. Please see page 19 for details on how we will settle your claim for Section A - Damage to your car, or Section C - Fire and Theft.

Repair Service for an accident within the geographical limits	
Repairs	If damage to your car is covered and it can be repaired, we will arrange for a Lexus Motor Insurance approved repairer to contact you to arrange to collect the vehicle.
Authorisation	You do not need to get any estimates when you use one of our Lexus Motor Insurance approved repairers, and repairs can begin immediately after we have authorised them.
Delivery	When the work is done, the repairer will contact you to arrange a convenient time to deliver your car back to you.
Paying for repairs	We will pay the repair bill. All you need to do is pay any policy excess directly to the repairer when they deliver your car back to you.
Get - you - home service	If your car is not roadworthy after an accident, we can arrange to get you and your passengers home or to your planned destination. If you cannot complete your journey, we will pay for emergency overnight accommodation up to £150 for each person (up to £450 in total).
Keeping you mobile while your car is being repaired within the geographical limits (Applies to Comprehensive cover only)	To keep you mobile, while using a Lexus Motor Insurance approved repairer, you will be offered a courtesy car while yours is being repaired. If your car cannot be legally driven (in other words it is not roadworthy) we will provide a courtesy car subject to availability, once we have decided that your car can be economically repaired by the Lexus Motor Insurance approved repairer. If your car can still be legally driven (in other words it is roadworthy), we will deliver the courtesy car when your car is collected for repairs. While you have the courtesy car you will be liable to pay fines for any parking or driving offences or congestion charges, and any additional costs for any non-payment of these charges.
If the vehicle cannot be repaired	If your car is a total loss (a write-off), you must send in all the original documents we ask for on your report form (for example, the vehicle registration document (V5C) and the current MOT certificate). We will arrange for an appointed salvage agent to collect your car to dispose of it. Please remember to remove all your personal belongings and the tax disc from your car before it is collected.

If your windscreen or window glass is broken

If you have comprehensive cover

1. Call the Windscreen Claims Helpline, the telephone number can be found on the cover of this policy booklet. We will arrange for the glass to be repaired or replaced. If you phone this number and use one of our chosen glass companies, cover is unlimited. If you do not, the most we will pay is £100 after taking off any excess.
2. Repairing a windscreen or window instead of replacing it can save you paying an excess. Ask when calling the Windscreen Claims Helpline.

If you do not have comprehensive cover

You can still call the Windscreen Claims Helpline but you will have to pay the cost of replacing or repairing the windscreen or window.

If your car is stolen or damaged by thieves

Call the Claims Helpline, the telephone number can be found on the cover of this booklet. You must also inform the Police immediately.

If you need legal advice on motoring matters

Arc Legal Assistance Ltd offers a free legal advice service. A team of qualified legal advisers can give you free, confidential advice – all you have to pay is the cost of the call.

Here are some examples of the help they can give you.

- They can provide legal advice after an accident. For example, if you do not have the Lexus Legal Assistance plan then they can advise you on what to do if you need to make a claim against another person. However they will not contact other people, make claims or carry out legal proceedings on your behalf - you need the Legal Assistance plan for that.
- They can provide legal advice on consumer issues that relate to motoring. For example, they can tell you about your rights if you are unhappy with a car that you have bought.
- They can provide you with legal advice if you are facing prosecution for driving or parking offences.

This service is confidential, and you may stay anonymous if you want. To use this service, call and ask to speak to a legal adviser on

0333 005 0349 Please quote **Lexus Motor Insurance** and the renewal date on your current certificate of motor insurance.

If you need someone to talk to after a motor accident

Arc Legal Assistance Ltd offers a free counselling service – all you will have to pay for is the cost of the call. This is available for you and members of your immediate family and is for motoring matters only. Their experienced, qualified counsellors can help you when you need it most. Here are some examples of the help they can give you.

- Dealing with trauma after an accident.
- Coming to terms with injuries, disability and bereavement.
- Victim support (for example, if your car is stolen or broken into).
- They can even offer counselling for stress that has been caused by motoring.

This service is confidential, and you may stay anonymous if you want. To use this service, call and ask to speak to a counsellor on

0344 770 1036 Please quote **Lexus Motor Insurance** and the renewal date on your current certificate of motor insurance.

Important customer information

What you should do when circumstances change

When circumstances change, please call Lexus Motor Insurance.
Telephone 9am to 7pm Monday to Friday, 9am to 4pm on Saturday on

0345 040 0451

Under policy condition 9 'Changes you must tell us about' on page 29 and 30, you must tell us about any of the following changes straight away. If you do not tell us about any changes to the information detailed on your statement of insurance, schedule or certificate of motor insurance it may mean that your policy is invalid and that it does not operate in the event of a claim. Alternatively, these changes listed below may result in a change to your premium and/or excess.

1. You sell your car, change your car or its registration number, or you get another car.
2. There is any change of drivers.
3. Anyone who drives your car receives a motoring conviction (including fixed penalty offences).
4. Anyone who drives your car develops a health condition which requires notification to the DVLA.
5. You change the purpose your car is used for.
6. Anyone who drives your car changes their job, starts a new job, including any part-time work, or stops work.
7. Your car is changed from the manufacturer's original specification.
This would include:
 - Changes to the bodywork, such as spoilers or body kits,
 - Changes to suspension or brakes,
 - Cosmetic changes such as alloy wheels,
 - Changes affecting performance such as changes to the engine management system or exhaust system, and
 - Changes to the audio/entertainment system,- Please be aware that this is not a full list of all possible changes- all changes made from the manufacturers standard specification must be disclosed.
8. You take your car outside the European Union.
9. You take your car abroad and require cover for your vehicle in excess of the number of days shown as 'Foreign Use' on your schedule.
10. You change your address or the address where you keep your car overnight.
11. Anyone who drives your car passes their driving test or has their driving licence revoked.
12. The details on the schedule change.
13. Your car is involved in an accident or fire, or someone steals, damages or tries to break into it.
14. Anyone who drives your car is involved in any accident or has a vehicle damaged or stolen regardless of whether a claim was made.
15. There is a change to your estimated annual mileage.
16. Anyone who drives your car has had insurance refused, cancelled or had special terms applied.
17. There is a change of main user of your car.

This is not a full list. Please ask us for help if you are not sure whether certain information needs to be disclosed.

What to do if you have a complaint

In this notice we, us and our means Lexus Motor Insurance, the Insurance Company named in your current schedule, certificate of motor insurance and statement of insurance and any holding or subsidiary companies.

If you are not happy with any aspect of our service, we will aim to resolve the issue as quickly as possible. We have the following complaints procedure which you can follow if you are dissatisfied with the service you have received:

Let your usual point of contact know

We need to know the nature of your complaint and how you think the problem should be resolved. You can do this by:

- telephoning us on the number shown on any of our letters, or
- writing to us at the address shown below:
Customer Service Manager
Lexus Motor Insurance
Cornwall House, Station Approach
Princes Risborough HP27 9DN

If you have a complaint about a claim, call your claim handler first. You will find the claim handler's name and phone number on any letters they have sent you.

We will try to resolve your complaint by the end of the third business day and send you our summary resolution letter. If we're unable to do this, we will write to you within five working days to either:

- Tell you what we've done to resolve the problem; or
- Acknowledge your complaint and let you know when you can expect a full response. We will also let you know who is dealing with the matter.

We will always aim to resolve your complaint within four weeks of its receipt.

If we are unable to do this we will give you the reasons for the further delay and indicate when we will be able to provide a final response.

However, if for any reasons you remain dissatisfied, you should escalate the matter as outlined below.

Contact the Financial Ombudsman Service

You can ask the Financial Ombudsman Service to review your complaint if for any reason you are still dissatisfied with either our summary resolution or final response letter, or if we have not issued our final response within eight weeks from you first raising the complaint.

You can contact the Financial Ombudsman Service at the address below, however they will only consider your complaint once you've tried to resolve it with us.

Financial Ombudsman Service
Exchange Tower, Harbour Exchange Square
London E14 9SR

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.

Following the complaints procedure does not affect your right to take legal action.

Alternatively if you have a complaint about a service you have bought online you can make a complaint through the following European Commission's Online Dispute Resolution Platform: <http://ec.europa.eu/consumers/odr/>

Your information and what we do with it – Putting your mind at rest

Your Lexus motor insurance policy is underwritten by Aioi Nissay Dowa Insurance Company of Europe SE. You trust us to look after your personal information when you buy our products and we know we have a responsibility to protect this information. The details provided here are a summary of how we collect, use, share, transfer and store your information. Please note that references to 'we', 'us' or 'our' may also include our holding company and/or subsidiaries and in the Lexus Key Protect section only, also refers to Inter Partner Assistance SA UK Branch and the AXA Assistance Group.

For full details of our Privacy Notice, please go to <https://www.toyota.co.uk/finance-insurance/car-insurance> or contact our Data Protection Officer at: Cornwall House, Station Approach, Princes Risborough HP27 9DN

Collecting your information

We collect a variety of information about you, such as:

- your name, address, contact details and date of birth
- information about the vehicle you want to insure and named drivers
- your claims and credit history
- any criminal offences
- Financial details such as bank accounts and card details
- information about your use of our website such as your IP address which is a unique number identifying your computer
- special categories of personal information (previously known as 'sensitive personal information'), such as details regarding your health.

This information is necessary for us to be able to provide you with a quotation and/or policy.

We also use a number of different sources to collect this information from, including:

- you or someone connected with you, as well as publicly available sources of information like social media and networking
- third parties' databases that have been made available to the insurance industry, as well as where you have given your permission to share information with third parties like us
- price comparison websites, if you have used them to obtain a quotation for a policy.

Using your information

We use your personal information and/or special categories of data to not only provide you with our products and services, but to better understand and predict your needs and preferences, so that we can continue to improve our products and services to give you insurance that is right for you. These uses include:

- providing you with services relating to an insurance quotation or policy, for example
 - assessing your insurance application and arranging your insurance policy including checking databases showing no claims discount entitlement and driving licence records
 - managing your insurance policy including claims handling and issuing policy documentation to you.

Our assessment of your insurance application may involve an automated decision to determine whether we are able to provide you with a quotation and/or the price. If you object to this being done, then we will not be able to provide you with insurance.

- where we believe we have a justifiable reason to do so, such as
 - keeping information about your current and past policies
 - preventing and detecting fraud, financial crime and anti-money laundering
 - carrying out processes such as research and analysis which may include computerised processes that profile you
 - Help us improve and develop internal databases and systems to improve the products and services we offer

- providing sales information to third parties (for example price comparison websites) so that **we** fulfil **our** legal obligations to them
- recording and monitoring calls for training purposes
- information about someone connected to **you**, **you** would have confirmed that **you** have their permission to do so.

Use of your personal information when using our websites and email communications

Sharing your information

When **you** visit one of **our** websites **we** may collect information which includes **your** email and/or IP address. **We** may also use cookies and/or pixel tags on some pages of **our** website. Useful information about cookies, including how to remove them, can be found on **our** websites.

We share **your** information with a number of different organisations such as:

- other companies or brands within the Lexus group of companies within Europe
- other insurers, business partners, agents or carefully selected third parties providing a service to **us** or on **our** behalf
- organisations that have a specific role laid out in law such as statutory bodies, regulatory authorities and other authorised bodies or where **we** have a duty to or are permitted to disclose **your** personal information to them by law
- fraud prevention and credit reference agencies (see below for details)
- third parties **we** use to recover money **you** may owe **us** or to whom **we** may sell **your** debt
- other companies when **we** are trialling their products and services which **we** consider may improve **our** services to **you** or **our** business processes.

Unless required to by law, **we** would never share **your** personal data without the appropriate and necessary care and safeguards being in place.

Sharing information to prevent fraud

In order to prevent and detect fraud, financial crime and anti-money laundering **we** may:

- collect personal information about **you** from databases as described and from publicly available sources;
- check **your** personal information against databases including no claims discount entitlement and driving licence records;
- share and check **your** personal information with fraud prevention agencies. If false or inaccurate information is provided and fraud is identified, details will be passed to the fraud prevention agency. This information will be accessed and used by **us**, law enforcement agencies and other organisations to prevent fraud and money laundering. Other organisations may search the databases held by these fraud prevention agencies when **you** make an application to them for financial products. The information **we** share may be used by those companies when making decisions about **you**. **We** and other organisations may access and use, from other countries, the information recorded by fraud prevention agencies;
- share **your** personal information with operators or registers available to the insurance industry to check information **you** provide. These include the Insurance Fraud Bureau, Claims and Underwriting Exchange Register and Motor Insurance Anti-Fraud and Theft Register. **We** may pass information relating to **your** insurance policy and any incident to the operators of these registers, their agents and suppliers;
- share it with the Motor Insurance Database (MID). (See below)

We will use any personal information obtained about **you**, or anyone **you** have provided **us** information about, to carry out the above profiling activity as part of **our** investigations into fraudulent behaviour. Should fraud be identified as a result of such profiling activity, this could result in the rejection of an application for insurance, a claim and/or voidance of **your** policy.

Keeping your information

We will keep **your** information only for as long as is reasonably necessary to

Use and storage of your information overseas	<p>provide our products and services to you and to fulfil our legal and regulatory obligations. Please see our full privacy notice on our website for more details.</p> <p>Your information may be transferred to, stored and processed outside the European Economic Area (EEA). We or our service providers may use cloud based computer systems (i.e. network of remote servers hosted on the internet which process and store your information) to which foreign law enforcement agencies may have the power to access. However, we will not transfer your information outside the EEA unless it is to a country which is considered to have sound data protection laws or we have taken all reasonable steps to ensure the firm has suitable standards in place to protect your information.</p>
Dealing with others acting on your behalf	<p>We will deal with individuals you nominate, including third parties we reasonably believe to be acting on your behalf providing they are able to answer our security questions. For your protection though, we will need to speak to you, your legal representative, someone that you have specifically given us permission to speak to or a power of attorney should you want to change your contact address or policy coverage or cancel your policy.</p>
Your rights	<p>You have a number of rights in relation to the information we hold about you, including:</p> <ul style="list-style-type: none"> • asking for access to and a copy of your personal information • asking us to correct, delete or restrict or you can object to the use of your personal information • withdrawing any previously provided permission for us to use your personal information • complaining to the Information Commissioner's Office at any time if you object to the way we use your personal information. <p>Please note that there are times when we will not be able to delete your information, such as where we have to fulfil our legal and regulatory obligations or where there is a minimum statutory period of time for which we have to keep your information. If this is the case, then we will let you know our reasons.</p>
Motor Insurance Database	<p>Information relating to your insurance policy will be added to the Motor Insurance Database ("MID") managed by the Motor Insurers' Bureau ("MIB"). MID and the data stored on it may be used by certain statutory and/or authorised bodies including the Police, the DVLA, the DVANI, the Insurance Fraud Bureau and other bodies permitted by the law for purposes not limited to but including:</p> <ol style="list-style-type: none"> I. Electronic Licensing; II. Continuous Insurance Enforcement; III. Law enforcement (prevention, detection, apprehension and or prosecution of offenders) IV. The provision of government services aimed at reducing the level and incidence of uninsured driving. <p>If you are involved in a road traffic accident (either in the UK, the EEA or certain other territories), insurers and or the MIB may search the MID to obtain relevant information.</p> <p>Persons (including his or her appointed representatives) pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID.</p> <p>It is vital that the MID holds your correct registration number. If it is incorrectly shown on the MID you are at risk of having your vehicle seized by the Police. You can check that your correct registration number details are shown on the MID at www.askmid.com</p>

Financial Services Compensation Scheme (FSCS)

We and the other insurer's detailed within the policy wording are covered by the Financial Services Compensation Scheme.

If we cannot meet our liabilities, you may be entitled to compensation from the Financial Services Compensation Scheme. Claims for compulsory insurance, such as third party motor insurance, are covered in full.

Any claims made to the Financial Services Compensation Scheme for non-compulsory (optional) insurance, such as damage to the insured car, and for any unused premium, are covered up to 90% of the value of the claim submitted. You can get more information from the Financial Services Compensation Scheme at www.fscs.org.uk or by calling 0800 678 1100 or 020 7741 4100.

PART 3. YOUR LEXUS MOTOR INSURANCE POLICY

Contract of insurance

Introduction

Your policy is based on the answers **you** gave on the **statement of insurance** and any other information **you** gave **us**. **You** must tell **us** of any changes to the answers **you** have given. It is an offence under the Road Traffic Acts to make a false statement or withhold any information for the purposes of obtaining a **certificate of motor insurance**.

Important notice: **You** are required by the Consumer Insurance (Disclosure and Representation) Act to take reasonable care to supply accurate and complete answers to all the questions on the **statement of insurance** and to make sure that all information supplied is true and correct. **Failure to supply accurate and complete answers may mean that your policy is invalid and that it does not operate in the event of a claim.**

The information **you** gave **us**, along with this part of this booklet, **your schedule** and **your certificate of motor insurance** together make up **your policy** and should be read as one document.

Your policy describes the contract of insurance between **you** and **us** and gives **you** the details of what **your** policy does and does not cover.

This contract of insurance is between **you** and **us**. It is not **our** intention that the Contracts (Rights of Third Parties) Act 1999 gives anyone else either 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, **we** will provide cover under the terms, exclusions, conditions and **endorsements** of this contract of insurance, during the **period of insurance** and within the **geographical limits**.

English law will apply to this contract of insurance unless **you** and **we** agree otherwise in writing. The contractual terms and conditions and other information relating to this contract will be in the English Language.

Definitions

Throughout this policy certain words and phrases are printed in **bold type**. These words and phrases are defined below and have the same meaning wherever they appear in **your** policy.

Certificate of motor insurance	The proof of the motor insurance you need by law. The certificate of motor insurance shows: <ol style="list-style-type: none">1. what car is covered;2. who is allowed to drive your car; and3. what your car can be used for.
Endorsement	A clause that alters the cover provided by the policy.
Courtesy car	A small A-Segment car (such as a Toyota Aygo or similar)
Excess	The part of a claim you must pay.
Geographical limits	Great Britain, Northern Ireland, the Isle of Man, the Channel Islands and while your car is being transported within or directly between any of these countries.
Immediate family	The person you are married to or live with as though you were married, your civil partner, your children, step children, and foster children. This does not include business partners or associates.
Market value	The cost of replacing your car with a car of the same make, model, specification, age, mileage and condition as your car was immediately before the loss or damage happened.
Period of insurance	The period of time shown in your schedule during which your policy runs.
Schedule	The latest schedule we have issued to you . This forms part of the contract of insurance. It gives details of you , the period of insurance , the premium you have to pay, your car and details of any excesses or endorsements .
Statement of Insurance	The form that shows the information that you give us , including information given on your behalf and verbal information you give prior to commencement of the policy.
Terrorism	Terrorism as defined in the Terrorism Act 2000.
We, us, our	Aioi Nissay Dowa Insurance Company of Europe SE and anyone they appoint on their behalf as specified in the statement of insurance , the schedule , policy summary and certificate of motor insurance on whose behalf this document is issued.
You/your	The person or company named as policyholder in your certificate of motor insurance , and shown under 'Policyholder details' in the schedule .
Your car	Any motor vehicle that you have given us details of and for which we have issued a certificate of motor insurance . Your car's registration number will be shown on your latest certificate of motor insurance , and any courtesy car supplied to you <ul style="list-style-type: none">• under an agreement between us and<ul style="list-style-type: none">◦ a Lexus Motor Insurance approved repairer or◦ a hire car company; 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.

Policy cover

Your schedule shows the level of cover you have chosen. The cover and policy sections applicable are shown below.

Section Name	Cover Applicable	
	Comprehensive	Third Party Only
Section A: Damage to your car	Included	
Section B: Broken Windscreen and Window Glass	Included	
Section C: Fire and Theft	Included	
Section D: Medical Expenses and physical assault benefit	Included	
Section E: Personal Belongings	Included	
Section F: Liabilities to Third Parties	Included	Included
Section G: Using your car abroad - Liabilities to third parties	Included	Included
Section H: Using your car abroad - Damage to your car	Included beyond 3 days only if shown in your schedule	
Section I: No Claims Discount	Included	Included
Section J: No Claims Discount Protection	Included only if shown in your schedule	Included only if shown in your schedule
Section K: Replacement locks	Included	

Section A – Damage to your car

What is covered	What is not covered
<p>We cover damage caused by accidental or malicious damage, or vandalism to:</p> <ul style="list-style-type: none"> • your car • your car's audio, communication, navigation and entertainment equipment that is permanently fitted to your car up to the following amounts: <ul style="list-style-type: none"> ◦ unlimited for equipment fitted as original equipment by the manufacturer or ◦ £750 for any other equipment, • your car's accessories or spare parts that are fitted into or onto your car or kept in your private garage • any child safety seat that is fitted to your car, even if there is no visible damage to it • a trailer up to £2,500 (if your schedule shows that you have the cover) <p>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. If you cannot complete your journey, we will pay for emergency overnight accommodation up to £150 for each person (up to £450 in total).</p> <p>If your car is damaged and we confirm it is a total loss (see page 19 – If the car is a total loss), we will pay for any vehicle tax that you are not able to recover from the licencing authorities.</p> <p>To keep you mobile, within the geographical limits only, we will offer you a courtesy car, free of charge, while your car is being repaired by one of our Lexus Motor Insurance approved repairers (subject to availability). Once we have decided that your car can be economically repaired by our Lexus Motor Insurance approved repairer and if it cannot be driven, we will provide the courtesy car on the next working day for as long as the repairs take.</p> <p>If your car is in a roadworthy condition, we will deliver the courtesy car when your car is collected for repairs.</p> <p>We will pay the costs following accidental or malicious damage, or vandalism to your car when we</p> <ul style="list-style-type: none"> • collect your car and take it to the nearest Lexus Motor Insurance approved repairer if it cannot be driven and • deliver your car to your address in the geographical limits after it has been repaired. <p>See page 19 for details of how we will settle claims.</p>	<ol style="list-style-type: none"> 1. Any excesses shown in the schedule unless your car is parked in your locked garage at the time of the accidental or malicious damage or vandalism. You must pay these amounts for every incident that you claim for under this section. 2. Any excesses shown in the schedule unless your car is accidentally damaged by another car and <ul style="list-style-type: none"> • the damage occurred in Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man or the Channel Islands, and • the damage was not the fault of the person driving your car, and • you provide us with the registration number and make and model of the other car and if possible, the name of the driver of the car, and • we confirm that the driver of the car causing the damage was not insured and • the incident is reported to the Police as soon as possible and they assign a crime reference number. <p>Notwithstanding the above, if it cannot be established immediately that the damage was not the fault of the person driving your car or that the driver of the other car was not insured you may have to pay any excesses shown in the schedule. However if subsequently we are satisfied that the accident was not the fault of the person driving your car or that the driver of the other car was not insured we will repay any excesses you have paid.</p> 3. Any excesses shown in the schedule for young or inexperienced drivers will not apply if accidental damage is caused by a young or inexperienced driver when your car is in the care of <ul style="list-style-type: none"> • a garage or similar motor trade organisation for servicing or repair • a hotel or restaurant for the purpose of parking 4. Loss of or damage to your car or trailer caused by fire or by theft. 5. Loss of use of your car or trailer. 6. Wear and tear. 7. Mechanical, electrical, electronic and computer failure or breakdown or breakage. 8. Damage to tyres caused by braking, punctures, cuts or bursts. 9. Any amount over the cost shown in the manufacturer's latest price guide, plus fitting costs, for any lost or damaged parts or accessories if such parts or accessories are not available. 10. Your car or trailer losing value after, or because of, repairs. 11. Loss of or damage to your car or trailer resulting from

Section A – Damage to your car continued

What is covered	What is not covered
	<p>deception by a person pretending to be a buyer or acting on behalf of a buyer.</p> <ol style="list-style-type: none"> 12. Your car or trailer being confiscated or destroyed by or under order of any government or public or local authority. 13. Any damage to your car or trailer caused deliberately by you or any person driving it with your permission. 14. Loss of or damage to your car or trailer caused by your immediate family, your boyfriend or girlfriend, or a person living in your home, taking your car or trailer without your permission 15. Any fines for any parking or driving offences or congestion charges, and any additional costs for any non-payment of these charges incurred in connection with a courtesy car. 16. Loss or damage to anything carried in or on your trailer 17. 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

Section B – Broken windscreen and window glass

What is covered	What is not covered
<p>If the windscreen, window glass or glass sunroof in your car is broken we will pay the cost of repairing or replacing it. We will also pay for any repair to the bodywork that has been damaged by broken glass from the windscreen, windows or glass sunroof.</p> <p>If you call the Windscreen Claims Helpline and use one of our chosen glass companies, cover is unlimited. If you do not, the most we will pay under this section is £100 after taking off any excess.</p> <p>A claim under this section only will not affect your no claim discount.</p> <p>See page 7 for details of how we will settle claims.</p>	<ol style="list-style-type: none"> 1. The excess shown on your schedule for any claim if the glass is replaced rather than repaired. 2. Loss of use of your car. 3. Any amount over the cost shown in the manufacturer's latest price guide, plus fitting costs, for any lost or damaged parts or accessories if such parts or accessories are not available. 4. Mechanical, electrical, electronic or computer failures or breakdowns or breakages to sunroof and convertible hood mechanisms. 5. Repair or replacement of any windscreen, window or sunroof unless it is made of glass.

Section C – Fire and theft

What is covered	What is not covered
<p>We cover loss or damage caused by fire, theft or attempted theft to:</p> <ul style="list-style-type: none"> • your car • your car's audio, communication, navigation and entertainment equipment that is permanently fitted to your car up to the following amounts: <ul style="list-style-type: none"> ◦ unlimited for equipment fitted as original equipment by the manufacturer or ◦ £750 for any other equipment. • your car's accessories or spare parts that are fitted into or onto your car or kept in your private garage • a trailer up to £2,500 (if your schedule shows that you have the cover) <p>See page 19 for details of how we will settle claims.</p> <p>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. If you cannot complete your journey, we will pay for emergency overnight accommodation up to £150 for each person (up to £450 in total).</p> <p>If your car is damaged and we confirm it is a total loss (see page 19 – If the car is a total loss), we will pay for any vehicle tax that you are not able to recover from the licencing authorities.</p> <p>Provided you have a Comprehensive policy, to keep you mobile, within the geographical limits only, we will offer you a courtesy car, free of charge, while your car is being repaired by one of our Lexus Motor Insurance approved repairers (subject to availability). Once we have decided that your car can be economically repaired by our Lexus Motor Insurance approved repairer and if it cannot be driven, we will provide the courtesy car on the next working day for as long as the repairs take.</p> <p>If your car is in a roadworthy condition, we will deliver the courtesy car when your car is collected for repairs.</p> <p>We will pay the costs following fire, theft or attempted theft to your car when we</p> <ul style="list-style-type: none"> • collect your car and take it to the nearest Lexus Motor Insurance approved repairer if it cannot be driven and • deliver your car to your address in the geographical limits after it has been repaired. 	<ol style="list-style-type: none"> 1. Loss of or damage to your car when no-one is in it unless all its windows, doors, roof openings or convertible hood are closed and locked and all keys or devices needed to lock the car are with you or the person authorised to use your car. 2. The excesses shown in the schedule; unless your car is parked in your locked garage at the time of the fire, theft or attempted theft. You must pay these amounts for every incident that you claim for under this section. 3. Loss of use of your car or trailer. 4. Wear and tear. 5. Mechanical, electrical, electronic and computer failure or breakdown or breakage. 6. Any amount over the cost shown in the manufacturer's latest price guide, plus fitting costs, for any lost or damaged parts or accessories if such parts or accessories are not available. 7. Your car or trailer losing value after, or because of, repairs. 8. Loss of or damage to your car or trailer resulting from deception. 9. Loss of or damage to your car caused by your immediate family, your boyfriend or girlfriend, or a person living in your home, taking your car or trailer without your permission. 10. Your car or trailer being confiscated or destroyed by or under order of any government or public or local authority. 11. Loss from taking your car or trailer and returning it to its legal owner. 12. Any damage to your car or trailer caused deliberately by you or any person driving it with your permission. 13. Any fines for any parking or driving offences or congestion charges, and any additional costs for any non-payment of these charges incurred in connection with a courtesy car. 14. Loss or damage to anything carried in or on your trailer 15. 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.

How we will settle your claim under

Section A – Damage to your car or

Section C – Fire and theft

If your car is damaged

If **your car** is damaged following an incident that is covered under **your** policy, **we** will arrange for one of **our** Lexus Motor Insurance approved repairers to contact **you**.

You will not need to get any estimates when **you** use one of **our** Lexus Motor Insurance approved repairers and repairs can begin immediately after **we** have authorised them.

If the car is economically repairable

Our Lexus Motor Insurance approved repairer

- will collect **your** car from **you** or if **your car** cannot be driven they will arrange for **your car** to be protected and taken to them.
- will provide **you** with a courtesy car (provided **you** have a Comprehensive policy), if they have one available, while **your car** is being repaired
- will clean **your car** before they return it to **you**
- will guarantee repairs for three years.

You will have to pay any policy **excess** direct to the repairer.

If the condition of the car is better after the repair than it was just before it was damaged, **we** may ask **you** to pay towards it.

If **you** do not want to use one of **our** Lexus Motor Insurance approved repairers this will not affect **your** right to claim. However, **you** will need to send **us** an estimate for **us** to authorise and **we** may need to inspect the car. **We** reserve the right to ask **you** to obtain alternative estimates. **We** may not be able to arrange all of the benefits provided by a Lexus Motor Insurance approved repairer or automatically insure any courtesy car supplied to **you**.

If the car is a total loss

1 New replacement car

We will replace **your car** with a new one of the same make, model and specification if:

- **you** are its first and only registered keeper
- **you** have owned the car (or it has been hired to **you** under a hire purchase agreement) since it was first registered from new
- **your car** was supplied as new within the **geographical limits** and within a year of **you** buying it, it is:
 - stolen and not recovered; or
 - damaged and **we** confirm it is a total loss; or
 - damaged and the repair cost exceeds 60% of its current new UK list price including VAT (where appropriate) of buying a new car of the same make, model and specification at the time of the loss or damage.

We will only do this if:

- a new replacement car is available immediately within the **geographical limits** and
- **we** have permission from any finance company to which **you** owe any outstanding loan on **your car**.

We will also pay delivery charges.

If a replacement car of the same make, model and specification is not available, **we** will cover the cost of replacing **your car** with the most similar model from the same manufacturer.

2 Offer of payment

If **your car** does not qualify for a new replacement, **we** will make **you** an offer of payment once an engineer has inspected and assessed the market value of **your car**.

If there is any outstanding loan on **the car**, **we** may pay the finance company first. If **our** estimate of the **market value** is more than the amount **you** owe them, **we** will pay **you** the balance. If **our** estimate of the market value is less than the amount **you** owe, **you** may have to pay the balance.

If **the car** is leased or on contract hire, **we** may pay the leasing or contract hire company first. If **our** estimate of the **market value** is more than the amount **you** owe the leasing or contract hire company, the amount **we** pay will settle the claim. If **our** estimate of the **market value** is less than the amount **you** owe, **you** may have to pay the balance.

Any payment **we** make for total loss will be after **we** have taken off any applicable **excess**.

Whether **we** replace **your car** or **you** accept **our** offer for total loss, **your car** will belong to **us**. **You** must return **your certificate of motor insurance** to **us**. It is an offence under the Road Traffic Acts not to return the **certificate of motor insurance**.

Section D – Medical expenses and physical assault benefit

Medical expenses - What is covered	Medical expenses - What is not covered
If you or anyone in your car is injured in an accident involving your car , we will pay up to £500 in medical expenses for each injured person.	No cover is provided under this section if the policy is held in the name of a corporate organisation, a company or a firm.

Physical assault benefit - What is covered	Physical assault benefit - What is not covered
<p>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).</p> <p>We will pay the injured person or their legal representative.</p> <p>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).</p> <p>We will pay the injured person or their legal representative.</p>	<p>No cover is provided under this section if</p> <ol style="list-style-type: none"> 1. the policy is held in the name of a corporate organisation, a company or a firm, or 2. the physical assault <ul style="list-style-type: none"> • is caused by a relative or person known to you or anyone in your car • is not reported to the Police as soon as possible • is not assigned a crime reference number by the Police. • happens outside Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man or the Channel Islands • is caused or contributed to, by anything said or done by you or anyone in your car after the accident.

Section E – Personal belongings

What is covered	What is not covered
<p>We will cover personal belongings in your car that are lost or damaged following an accident, fire or theft involving your car.</p> <p>You are covered for the cost of the item, less an amount for wear and tear and loss of value.</p>	<ol style="list-style-type: none"> 1. More than £500 for each incident. 2. Any goods, tools or samples that are carried as part of any trade or business. 3. Loss of or damage to telephone or other communication equipment, unless permanently fitted to your car. 4. Money, stamps, tickets, documents and securities (such as share or bond certificates), vouchers, lottery tickets, scratchcards, raffle tickets or Air Miles. 5. Loss or damage when no one is in your car unless all its windows, doors, roof openings or convertible hood are closed and locked and all keys or devices needed to lock your car are with you or the person authorised to use your car. 6. Any property insured under any other policy 7. Loss or damage to personal belongings carried in or on a trailer 8. Wear, tear, loss of value or loss of use

Section F – Liabilities to third parties

What is covered	What is not covered
<p>We cover legal liability for the death of or injury to any person and damage to property caused by or arising out of:</p> <p>Cover for you</p> <ol style="list-style-type: none"> 1. you using your car. 2. you using a motor car not belonging to you and not hired to you under a hire purchase agreement or leased to you under a leasing agreement, provided that: <ol style="list-style-type: none"> a) your current certificate of motor insurance allows you to do so; and b) you have the owner's permission to do so; and c) you still have your car and it has not been damaged beyond economical repair nor been stolen and not recovered; and d) the motor car is registered within the geographical limits; and e) you are not using the motor car outside of the geographical limits; and f) you are not insured under any other insurance to drive the motor car; and g) there is a current and valid policy of insurance held for that motor car in accordance with the Road Traffic Acts. 3. you using your car to tow any single trailer, trailer-caravan or broken-down vehicle while it is attached to your car and if allowed by law, provided it is not being towed for hire or reward. <p>Cover for other people</p> <ol style="list-style-type: none"> 1. any person driving your car with your permission (as long as your certificate of motor insurance shows that he or she is allowed to drive your car). The person driving must not be excluded from driving your car by any endorsement, exception or condition. 2. any person using (but not driving) your car, with your permission, for social, domestic and pleasure purposes. 3. any passenger in, getting into or getting out of your car. 4. any person using your car, with your permission (as long as your certificate of motor insurance shows that he or she is allowed to drive your car) to tow any single trailer, trailer-caravan or broken-down vehicle while it is attached to your car and if allowed by law, provided it is not being towed for hire or reward. 	<ol style="list-style-type: none"> 1 Any amount we have not agreed to in writing. 2 Death of or injury to any of your employees during the course of their work, even if the death or injury is caused by anyone insured by this policy. 3 Loss of or damage to property owned by or in the care of the person who is claiming cover under this section. 4 Any loss of or damage to your car, a trailer, trailer caravan or broken-down vehicle covered by this policy. 5 Any claim for pollution or contamination, unless it is caused by a sudden, identifiable event which was unintended and unexpected and happened at one specific time and place. 6 Any amount over £1,000,000, for any one pollution or contamination event. 7 Any amount over £20,000,000 for any one claim or series of claims arising from one event that causes loss of or damage to property, including any indirect loss or damage. This limit includes all costs and expenses. <p>However, we will provide the minimum cover needed under compulsory motor insurance legislation.</p>

What is covered	What is not covered
<p>We will also cover:</p> <ol style="list-style-type: none"> 1. solicitors' fees reasonably incurred for representation at any coroner's inquest, fatal accident inquiry or magistrates court (including a court of equal status in any country within the geographical limits); 2. legal costs for defending a charge of manslaughter or causing death by dangerous or careless driving caused by an accident covered under this policy; 3. any costs and expenses for which your employer or business partner is legally liable as a result of you using your car for their business; 4. any other costs and expenses for which we have given written permission; and 5. emergency treatment charges set out in the Road Traffic Acts. <p>If anyone who is insured by this section dies while they are involved in legal action, we will give the same cover as they had to their legal personal representatives.</p>	

Section G - Using your car abroad - Liabilities to third parties

What is covered	What is not covered
<p>We will cover your minimum legal liability to others while you or any other driver covered by this policy and allowed to drive on your current certificate of motor insurance are using the car within the European Union and any other country which the Commission of the European Communities is satisfied has made arrangements under Article (8) of EC Directive 2009/103/EC relating to civil liabilities arising from the use of a motor vehicle. This cover is the minimum required to comply with the laws of compulsory insurance for motor vehicles.</p> <p>You do not need an International Motor Insurance Card (Green Card) for visits to these countries.</p> <p>Further information on the countries that follow the above EU directive can be found by visiting www.mib.org.uk.</p>	<p>If your certificate of motor insurance allows you to drive any other vehicle, that cover does not apply outside of the geographical limits.</p>

Section H – Using your car abroad – Damage to your car

What is covered	What is not covered
<p>We will provide the cover shown on your schedule while you or any driver covered by this policy and allowed to drive on your current certificate of motor insurance are using the car within the countries referred to in Section G above for visits of a temporary nature for up to 3 days in any one period of insurance provided your main permanent residence is in the geographical limits.</p>	

The following section only applies if it is listed in **your schedule**.

What is covered	What is not covered
<p>In addition to the 3 days cover detailed above, we will also provide the cover shown in your schedule while you or any driver covered by this policy and allowed to drive on your current certificate of motor insurance are using the car within the countries referred to in Section G above, provided your main permanent residence is in the geographical limits.</p> <p>You do not need an International Motor Insurance Card (Green Card) for visits to these countries.</p> <p>The number of days covered in any one period of insurance is shown as “Foreign Use” under the “Policy Details” in your schedule.</p> <p>Further information on the countries that follow the above EU directive can be found by visiting www.mib.org.uk.</p> <p>If you want to extend your policy to give the same cover to a country outside the countries referred to above, you must:</p> <ol style="list-style-type: none"> 1. tell us before you leave; 2. get our written agreement to cover you in the countries involved; and 3. pay any additional premium we ask for. <p>If we agree to your request, we will issue you with an International Motor Insurance Card (Green Card) as legal evidence of this cover.</p> <p>We will also pay customs duty if your car is damaged and we decide not to return it after a valid claim on the policy.</p>	

Section I - No claim discount

What is covered	What is not covered
<p>As long as a claim has not been made during the period of insurance immediately before your renewal, we will include a discount in your renewal premium. You may not transfer this discount to any other person.</p> <p>If a claim is made during the period of insurance, the discount will be stepped back in accordance with our current scale. You may also have to pay a higher excess.</p> <p>Your no claim discount will not be affected if the only claims made are for</p> <ul style="list-style-type: none"> • accidental damage caused by another car (under section A - Damage to your car) if <ul style="list-style-type: none"> • the damage occurred in Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man or the Channel Islands, and • the damage was not the fault of the person driving your car, and • you provide us with the registration number and make and model of the other car and if possible, the name of the driver of the car, and • we confirm that the driver of the car causing the damage was not insured and • the incident is reported to the Police as soon as possible and they assign a crime reference number. <p>Notwithstanding the above, if it cannot be established immediately that the damage was not the fault of the person driving your car or that the driver of the other car was not insured you may lose your no claim discount. However if subsequently we are satisfied that the accident was not the fault of the person driving your car or that the driver of the other car was not insured we will reinstate your no claim discount and refund any premium which may be due to you as a result.</p> <ul style="list-style-type: none"> • repairing or replacing broken windscreen, window glass or glass sunroof (under Section B - Broken windscreen and window glass) or • Emergency treatment charges (under section F - Liabilities to third parties). 	

What is covered	What is not covered
<p>If you are the only person named in your schedule as entitled to drive and you effect a policy with us on an additional car that will only be driven by you, we will include a discount in your premium.</p> <p>If during the period of insurance any person named in your schedule as entitled to drive does not make a claim on your policy, we will include a discount in their premium if they effect a policy in their own name with us. Such discount may be lower than the discount included in your policy, may not be transferred to any other person and may not be recognised by other insurers.</p>	

Section J – No claim discount protection

This section only applies if it is listed in **your schedule**.

What is covered	What is not covered
<p>You will not lose any of your no claim discount as long as:</p> <ol style="list-style-type: none"> 1. no more than two claims are made in any period of three years under any policy held by you or any named driver; and 2. you have paid any extra premium we ask for. <p>After a second claim is made in any three-year period under any policy held by you or any named driver, this policy section will no longer apply and any further claims will result in a loss of no claim discount.</p> <p>The protection provided under this section only applies to your no claim discount. It does not protect your premium and you may have to pay a higher premium or excess if any claims are made.</p>	

Section K – Replacement locks

What is covered	What is not covered
<p>We cover theft of any device used for starting your car or using its locks or immobiliser.</p> <p>We will settle any claim by paying to reprogramme or replace the appropriate locks or locking mechanism of your car.</p>	<ol style="list-style-type: none"> 1. Any excess shown under “Theft” in your schedule 2. Accidental loss of any device used for starting your car or using its locks or immobiliser 3. Theft of any device for starting your car or using it’s locks or immobiliser when they are <ol style="list-style-type: none"> a. left in, or in the vicinity of your car and your car is unattended or there is no one in it or b. taken without your permission by a member of your immediate family, your boyfriend or girlfriend, or a person living in your home.

Exceptions that apply to the whole of your Lexus Motor Insurance policy

1. We will not cover claims arising directly or indirectly from any of the following:
 - **your car** being driven by, or being in the charge of, someone who is not described in **your certificate of motor insurance** as entitled to drive.
 - **your car** being driven, with **your** permission, by anyone who **you** know does not hold a valid driving licence or is disqualified from driving. However, **we** will still give cover if the person used to hold a licence and is allowed to hold one by law.
 - **your car** being driven by someone who does not meet all the conditions of their driving licence.
 - **your car** being used for a purpose that is not included in **your certificate of motor insurance**.

However, this exception will not apply to claims under Section A - Damage to **your car**, Section B - Broken Windscreen and window glass or Section C - Fire and theft while **your car** is with a member of the motor trade for servicing or repair or being parked by an employee of a hotel, restaurant or car-parking service.

2. If you receive any payment for giving people lifts in your car as part of a car sharing agreement, including
 - 2.1. a) a mileage allowance from your employer, and
 - 2.1. b) a mileage allowance from a UK registered voluntary organisation,this policy is not valid if:
 - your car is made or altered to carry more than eight people including the driver, or
 - you are carrying the passengers as part of a business of carrying passengers, or
 - the total payments for any mileage allowance you receive exceed the published guidelines of HM Revenue and Customs (refer <http://www.hmrc.gov.uk>), or
 - you are making any profit from the payments you receive.
3. We will not pay for loss, damage, injury or legal liability if it is caused directly or indirectly by the following:
 - Ionising radiation or radioactive contamination from any nuclear fuel or any nuclear waste arising from burning nuclear fuel.
 - The radioactive, poisonous, explosive or other dangerous properties of any explosive nuclear equipment or part of that equipment.
 - Pressure waves caused by aircraft (and other flying objects) travelling at or above the speed of sound.
 - War, invasion, act of foreign enemy, hostilities (whether war declared or not), civil war, rebellion, insurrection or military or usurped power.
 - Acts of **terrorism**.
4. We will not pay claims arising directly or indirectly from earthquakes, riot or civil disturbance outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands, except under section H.
5. We will not pay for any liability **you** accept under an agreement or contract unless **you** would have been legally liable anyway.
6. Any decision or action of a court which is not within the **geographical limits** is not covered by this policy unless the proceedings are brought or judgement is given in a foreign court because **the car** was used in that country and **we** had agreed to cover it there.

7. We will not pay any claims arising directly or indirectly from any car being in a place used for the take-off, landing, parking or movement of aircraft, including the associated service roads, refuelling areas, ground equipment parking areas and the parts of passenger terminals of international airports which come within the customs examination area or any part of airport premises to which the public does not have vehicular access.
8. We will not cover any claim if **your car** is used:
- in a rally;
 - in a competition;
 - in a motor trial;
 - on a racetrack;
 - on a circuit; or
 - on a prepared course.

However, we will provide the minimum cover needed under compulsory motor legislation.

Conditions that apply to the whole of your Lexus Motor Insurance policy

1. Reporting a claim You must call the Claims Helpline as soon as possible to report any incident that may lead to a claim.
The Claims Helpline number can be found on the cover of this policy booklet.
If there has been a theft or attempted theft, **you** must tell the Police immediately.
You must send **us** any letter, claim, writ or summons as soon as **you** receive it. **You** must also let **us** know straight away if **you** or **your** legal advisers know of any prosecution, inquest or fatal accident inquiry arising from any incident that may lead to a claim.
2. Dealing with claims **You** or any other person who claims under this policy must not negotiate, admit fault or make any payment, offer or promise of payment unless **you** have **our** written permission.
In dealing with **your** claim, under the terms of this policy **we** may:
- a) defend or settle any claim and choose the solicitor who will act for **you** in any legal action; and
 - b) take any legal action in **your** name or the name of any other person covered by this policy.
- We** can do any of these in **your** name or in the name of any person claiming under this policy. Anyone who makes a claim under this policy must give **us** any reasonable information **we** ask for.
3. Compulsory insurance If the law of any country says **we** must make a payment that **we** would not otherwise have paid, **you** must repay this amount to **us**.
4. Other insurance If any incident that leads to a claim is covered under any other insurance policy, **we** will only pay **our** share of the claim.
5. Looking after your car and trailer Anyone covered by this policy must take all reasonable steps they can to protect **your car** and trailer and anything in or attached to them against loss or damage. **Your car** and trailer must be kept in a roadworthy condition. **We** may examine **your car** and trailer at any time.
6. Keeping to the terms of the policy **We** will only pay claims if:
- a) any person claiming cover has met all the terms of the policy, as far as they apply; and
 - b) the declaration and information given on the proposal or shown in the **statement of insurance** which this contract is based on is complete and correct as far as **you** know.

7. Fraud

We will not pay any claim which is in any part fraudulent or exaggerated, or if **you**, or anyone acting for **you**, uses fraudulent methods to get benefits under this policy.

In these circumstances, all cover will be cancelled from the date of the fraud or misrepresentation and no premium will be refunded to **you**. If **we** have made a payment **we** would not otherwise have made **you** must repay that amount to **us**.

We may also notify relevant authorities so that they can consider criminal proceedings.

8. Cancelling your policy

You have 14 days from the later of the start date of the policy or the date **you** receive the policy documents to cancel the cover. **You** can cancel by telephoning **us** and cancellation can take effect immediately or from a later date, although it cannot be backdated to any earlier date. **We** will refund any premium paid in full provided no incident has occurred that may give rise to a claim under **your** policy. If such an incident has occurred, **you** will only be charged a proportion of the premium to reflect the time **you** were covered under **your** policy. If **we** have paid for the total loss of **your** car, **you** must pay the full annual premium and **you** will not be entitled to any refund.

After the 14-day period, **you** can cancel this policy by telephoning **us** and cancellation can take effect immediately or from a later date, although it cannot be backdated to any earlier date.

Cancelling any direct debit instruction does not mean **you** have cancelled your policy. If no claims have been made during the current period of insurance, **you** will only be charged a proportion of the premium to reflect the time **you** were covered under **your** policy.

If **we** have paid for the total loss of **your** car, **you** must pay the full annual premium and **you** will not be entitled to any refund. If any claim made was not for the total loss of **your** car, **we** will deduct the costs of any payments made by **us** for the claim (or claims) from any refund. If the cost of the claim (or claims) is more than the annual premium, **you** must pay the full annual premium.

If **we** have paid for the total loss of **your** car, **you** must pay the full annual premium and **you** will not be entitled to any refund. If any claim made was not for the total loss of **your** car, **we** will deduct the costs of any payments made by **us** for the claim (or claims) from any refund. If the cost of the claim (or claims) is more than the annual premium, **you** must pay the full annual premium.

We have the right to cancel this policy at any time by sending **you** seven days' notice to your last known address where there is a valid reason for doing so. If **you** live in Northern Ireland, **we** will also send notice to the DVLNI. Valid reasons include but will not be limited to those listed below;

- Changes to the information detailed on your proposal, statement of insurance or statement of fact, schedule or certificate of motor insurance which result in the risk of providing cover to **you** no longer being acceptable to **us**
- Where the circumstances of a new claim, or an incident **we** have become aware of mean that **we** no longer wish to provide cover
- Where **you**, a person acting on **your** behalf, or any person covered to drive the car uses threatening, intimidating or abusive behaviour or language towards **our** staff, suppliers or agents acting on **our** behalf.
- Where any person claiming cover under this policy fails to provide **us** with reasonable information or documents (such as no claims bonus) **we** ask for. (Notice will be sent to **you** allowing **you** an opportunity to reflect the situation by providing **us** with the information or documents).
- Where **you** or anyone acting on **your** behalf failed to take reasonable care to provide **us** with accurate information when **you** took out, renewed or asked for changes to be made to **your** policy
- Where **your** direct debit payments have not been made or the direct debit instruction has been cancelled. (Notice will be sent to **you** allowing **you** an opportunity to rectify the situation by paying the full outstanding premium).

You will only be charged a proportion of the premium to reflect the cover provided unless there has been a total loss claim. Where there has been a total loss claim **you** will be required to pay the full premium and there will be no refund.

9. Changes you must tell us about

You must tell us about any of the following changes straight away. If you do not tell us about any changes to the information **detailed on your statement of insurance, schedule or certificate of motor insurance** it may mean that **your** policy is invalid and that it does not operate in the event of a claim.

- You sell **your car**, change **your car** or trailer, or its registration number, or you get another car.
- There is any change of drivers.
- Anyone who drives **your car** receives a motoring conviction, (including fixed penalty offences).
- Anyone who drives **your car** develops a health condition which requires notification to the DVLA.
- You change the purpose **your car** is used for.
- Anyone who drives **your car** changes their job, starts a new job, including any part-time work, or stops work.
- **Your car** is changed from the manufacturer's original specification.
This would include:
 - Changes to the bodywork, such as spoilers or body kits,
 - Changes to suspension or brakes,
 - Cosmetic changes such as alloy wheels,
 - Changes affecting performance such as changes to the engine management system or exhaust system, and
 - Changes to the audio/entertainment system,

- Please be aware that this is not a full list of all possible changes- all changes made from the manufacturers standard specification must be disclosed.
- You take **your car** abroad, outside the European Union.
- You take **your car** abroad and require cover for **your** vehicle in **excess** of the number of days shown as 'Foreign Use' on **your schedule**.
- You change **your** address or the address where you keep **your car** overnight.
- Anyone who drives **your car** passes their driving test or has their driving licence revoked.
- The details in the **schedule** change.
- **Your car** is involved in an accident or fire, or someone steals, damages or tries to break into it.
- Anyone who drives **your car** is involved in any accident or has a vehicle damaged or stolen regardless of whether a claim was made.
- There is a change to **your** estimated annual mileage.
- Anyone who drives **your car** has insurance refused, cancelled or had special terms put on.
- There is a change of main user of **your car**.

When you tell us about these changes we may reassess **your** premium and/or **excess**.

PART 4. YOUR LEXUS KEY PROTECT INSURANCE POLICY

How to make a claim

To make a claim on the Lexus Key Protect Policy, please call 01737 334 451 (opening hours are 24 hours a day, 365 days a year).

If **you** need to make a claim please check **your** policy to ensure **you** have a valid claim. Please then follow the 5 steps below.

1. Contact **us** on 01737 334 451 quoting scheme code 04 605 66. **You** will be asked to explain what has happened and **our** call handlers will advise **you** whether or not **your** claim is covered. In the event of theft please contact the police and obtain a crime reference number. If **you** lose or have **your keys** stolen in Europe (see 'geographical limits" definition), please contact the **Emergency Helpline +44 1737 334 412** **We** will register a claim for **you** and advise **you** of the reimbursement procedure. Please note that in the event of theft, a crime reference number will need to be obtained from the police.
2. **We** will validate **your** claim and where applicable (excluding Europe) **we** will arrange for a locksmith to attend. For **vehicle key** claims, they will try to access **your vehicle** and get it started. Should this not be possible they will recover **your vehicle** to a garage.
3. **You** will be responsible for any costs over the **total policy limit**.
4. All valid claims where **we** were not able to arrange for one of **our** approved locksmiths to attend or for **onwards transportation** or claims that have occurred in Europe (see 'geographical limits" definition) will be dealt with on a **pay and claim basis**.
5. Where **you** have had to make a claim on a **pay and claim basis**, **you** will need to contact the **Administrator**. To arrange reimbursement of **your** costs please download a claims form from www.directgroup.co.uk/keyprotectionclaims or contact the **Administrator** on 0330 018 2284 on receipt of **your** claim form and supporting documentation the **Administrator** will validate **your** claim and process accordingly.

Claims conditions

1. All lost, stolen or damaged **keys** must be reported to **us** on 01737 334 451 as soon as possible. Should **we** be dealing with this claim on a **pay and claim basis**, please submit a claim form along with all receipts and supporting documentation to **us** at **your** earliest convenience.
2. All stolen **keys** must be reported to the police and a crime reference number obtained.
3. **You** must retain all receipts and tickets for any outlay including public transport or taxis.
4. Should **you** have any complaint regarding repairs or replacements that **you** arrange, this will be for **you** to resolve. **We** will not enter into any dispute between **yourself** and any tradesman that **you** arrange.

Your Lexus Key Protect policy

This policy booklet combined with **your confirmation of cover letter** confirms policy cover. In return for payment of the premium **we** agree to insure **you** in

accordance with these terms and conditions contained in this booklet. Please note that once **you** have paid **your** premium to Lexus Motor Insurance **we** treat it as having been received by **us**.

Your Insurer

This policy is underwritten by Inter Partner Assistance SA UK Branch which is fully owned by the AXA Assistance Group. Inter Partner Assistance is a Belgian firm authorised by the National Bank of Belgium and subject to limited regulation by the Financial Conduct Authority. Details about the extent of its regulation by the Financial Conduct Authority are available from **us** on request. Inter Partner Assistance SA firm register number is 202664. **You** can check this on the Financial Services Register by visiting the website www.fca.org.uk/register.

The claims helpline is operated by AXA Assistance (UK) Ltd and the policy is administered by Direct Group Limited on behalf of the **Insurer**. Direct Group Limited are authorised and regulated by the Financial Conduct Authority.

What is covered

What we will cover	What we will not cover
<p>Events</p> <p>During the period of cover and within the geographical limits this policy will provide cover in the event of:</p> <ol style="list-style-type: none"> 1. Loss, damage or theft of your keys; or 2. Damage to your locks which prevents access to your home, office or vehicle. <p>Benefits</p> <p>This policy will pay the following benefits if one of the above events occurs:</p> <ul style="list-style-type: none"> • Up to the total policy limit for the cost of obtaining replacement keys/locks (including the reprogramming of immobilisers and alarms) and/or locksmith charges where no duplicate key is available; • Up to £75 per day, for up to a maximum of 3 days, for the cost of a hire vehicle or onwards transportation where your vehicle key is not able to be replaced on the same day; <p>You can make an unlimited number of claims during the period of cover but a maximum of £1,500 (including VAT) is payable under this policy. This is the total policy limit.</p>	<p>We will not provide cover:</p> <ul style="list-style-type: none"> • For any costs covered under this policy which you have incurred where you are unable to provide a valid receipt/paid invoice for your replacement keys/locksmith services; • For any costs within one period of cover over the total policy limit; • Any claim for theft of keys where you have not reported this to the police; • Any duplicate or additional keys, other than those that come with the lock; • For any charges or costs you incur as a result of your failure to turn up to an appointment you have arranged for replacement or repair of your key; • If the key was in the possession of anyone other than the policyholder or immediate family member of the policyholder's family at the time of the incident; • If damage to the key was caused by wear and tear or a lack of general maintenance; • If the incident was caused by your reckless, deliberate or criminal act or omission; • For any replacement which would leave you with a key of a higher standard or specification than that replaced (unless the original standard was obsolete); • For any telephone costs, loss of earnings or profits which arise as a result of the loss, theft or damage of your key; • For any key which is not lost because it is in the possession of an immediate family member of the policyholder's family;

	<ul style="list-style-type: none"> • For any claim for loss or damage caused by any act of war, invasion or revolution; • If doing so would expose us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.
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General conditions

The following conditions apply to **your** policy:

Data Protection

Details of **you**, **your** insurance cover under this policy and claims will be held by **us** (acting as data controllers) for underwriting, policy administration, **key** insurance claims handling, complaints handling, sanctions checking and fraud prevention purposes, subject to the provisions of applicable data protection law and in accordance with the assurances contained in **our** website privacy notice (see below).

We collect and process these details as necessary for performance of **our** contract of insurance with **you** or complying with **our** legal obligations, or otherwise in **our** legitimate interests in managing **our** business and providing **our** products and services.

These activities may include:

- a) use of sensitive information about the health or vulnerability of **you** or others involved in **your key** insurance claim, in order to provide the services described in this policy.
- b) disclosure of information about **you** and **your** insurance cover to companies within the AXA group of companies, to **our** service providers and agents in order to administer and service **your** insurance cover, to provide **you** with emergency **key** assistance, for fraud prevention, to collect payments, and otherwise as required or permitted by applicable law;
- c) monitoring and/or recording of **your** telephone calls in relation to cover for the purposes of record-keeping, training and quality control;
- d) obtaining and storing any relevant and appropriate photographic evidence of the condition of **your** property which is the subject of the claim or any information submitted to substantiate the claim, or for the purpose of providing services under this policy, sending **you** feedback requests or surveys relating to **our** services, and other customer care communications.

We will separately seek **your** consent before using or disclosing **your** personal data to another party for the purpose of contacting **you** about other products or services (direct marketing). Marketing activities may include matching **your** data with information from public sources, for example government records of when **your** MOT is due, in order to send **you** relevant communications. **You** may withdraw **your** consent to marketing at any time, or opt-out of feedback requests, by contacting the Data Protection Officer (see contact details below).

We carry out these activities within the UK and the European Economic Area (the European Union plus Norway, Liechtenstein and Iceland) and Switzerland, across which the data protection laws provide a similar level of protection.

By purchasing this policy and using our services, you acknowledge that we may use your personal data, and consent to our use of sensitive information, as described above. If you provide us with details of other individuals, you agree to inform them of our use of their data as described here and in our website privacy notice (see below).

You are entitled on request to a copy of the information we hold about you, and you have other rights in relation to how we use your data (as set out in our website privacy notice - see below). Please let us know if you think any information we hold about you is inaccurate, so that we can correct it.

If you want to know what information is held about you by Inter Partner Assistance or AXA Assistance, or have other requests or concerns relating to our use of your data, please write to us at:

Data Protection Officer

The Quadrangle
106-118 Station Road
Redhill
RH1 1PR
UK

Email: dataprotectionenquiries@axa-assistance.co.uk

Call recordings

We monitor and record phone calls to help maintain our quality standards and for security purposes.

Transferring your interest in the policy

You cannot transfer your interest in the policy to anyone else.

Consumer insurance Act 2012

This requires you to be truthful and take care to give accurate and complete answers to any questions Lexus Motor Insurance ask you when you purchase the policy, if you wish to make any changes to it during the period of cover, or if you make a claim. If you do not do so it may mean that your policy becomes invalid.

Note that if a claim under this policy is known by you to be false in any way, the claim will not be paid and your policy will be made void with no refund of premium. We may also inform other Insurers and the appropriate law enforcement authorities.

Cancelling Your Policy

If you decide to cancel your Lexus Key Protect policy, you must contact Lexus Motor Insurance by:

- Telephone on 0345 040 0451 or
- Writing to:

Lexus Motor Insurance at:
The Customer Service Manager
Lexus Motor Insurance
Cornwall House
Princes Risborough, Bucks
HP27 9DN

Your right to cancel in the cooling off period If this is within the first 14 days from the day of purchase or the day on which **you** receive **your** policy documentation, whichever is the later ('cooling off period'), **you** will be entitled to a full refund of the premium as long as **you** have not made a claim and do not intend to make a claim on the policy.

Your right to cancel after the cooling off period After the first 14 days no refund of premium will be payable

Insurer's right to cancel This policy runs concurrently with **your vehicle** insurance policy. If **your** Lexus Motor Insurance policy is cancelled for any reason this policy will also be cancelled by **us**.

The **Insurer** may cancel this insurance at any time by providing 14 days' written notice to **you** at **your** last known address. In such event, **we** will refund the premium paid for the remaining period of cover, unless **you** have made any claims.

We may cancel **your** policy, but only if there is a valid reason for doing so. Valid reasons include, but are not limited to:

- Fraud
- Threatening and abusive behaviour against **our** or the **Administrator's** staff;
- Repeatedly or seriously breaking the terms of this policy;
- Non-payment of premium.

Where **we** have cancelled **your** policy for the above reasons, no refund of premium will be made.

Law applicable Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which **your** main residence is situated.

Customer service & complaints

This complaints procedure does not affect **your** legal rights.

Questions or complaints about your policy or the handling of your claim If **you** have a question or concern about, or **you** wish to make a complaint about, how **your** policy was sold to **you** (including the information **you** were given before **you** bought the policy), or about the general service **you** received, please in the first instance contact Lexus Motor Insurance by:

- Telephone on 0345 040 0451 or
- Writing to Lexus Motor Insurance at:

The Customer Service Manager
Lexus Motor Insurance
Cornwall House
Princes Risborough
HP27 9DN

The aim is to provide **you** with a high quality service at all times. Every effort will always be made to sort out any enquiry or problem that **you** may have. If **you** have any questions or concerns about **your** policy or the handling of a claim **you** should, in the first instance, contact AXA Assistance by:

- Email at qualityassurance@axa-assistance.co.uk;
- Telephone on 01737 334452;

- Writing to the **Insurer** at: Customer Relations Team, AXA Assistance, The Quadrangle, 106-118 Station Road, Redhill RH1 1PR.
If **you** are dissatisfied after **your** complaint has been considered, **you** may have the right to refer **your** complaint to the Financial Ombudsman Service, by:
 - Email at complaint.info@financial-ombudsman.org.uk;
 - Telephone on 0800 0234 567 from a landline or 0300 1239 123 from a mobile;
 - Writing to: The Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London E14 9SR
 - Web: www.financial-ombudsman.org.uk

Details on how to take **your** complaint to the Financial Ombudsman Service can also be found on the Online Dispute Resolution (ODR) platform http://ec.europa.eu/consumers/odr/index_en.htm, which has been set up by the EU Commission.

Further details will be provided at the appropriate stage of the complaints process. None of the above affects **your** statutory rights.

Financial Services Compensation Scheme

The **Insurer** is covered by the Financial Services Compensation Scheme (FSCS). If it cannot meet its obligations **you** may be entitled to compensation under the scheme. **You** can get more information at www.fscs.org.uk

Definitions

The following terms have the meaning given below wherever they appear in bold in this policy:

Administrator

Direct Group Limited, Quay Point, Lakeside Boulevard, Doncaster, DN4 5PL.
Direct Group Limited is authorised and regulated by the Financial Conduct Authority number 307332 and handles claims on behalf of the Insurer.

Confirmation of cover letter

The document which forms part of the vehicle insurance contract alongside which **you** have bought this policy and provides confirmation of **your** name, **home** address and details of the **insured vehicle**.

Emergency

Loss, theft or damage to a **key** rendering **you** unable to access **your home** and/or **your office** or **vehicle**.

Geographical limits

This policy covers **you** within the **United Kingdom** and if travelling abroad in any of the following European countries:

Andorra, Austria, Belgium, Bulgaria, Croatia, Denmark, Finland, France, Germany, Greece, Iceland, Italy, Liechtenstein, Luxembourg, Monaco, Netherlands, Norway, Portugal, Republic of Ireland, Romania, San Marino, Spain, Sweden, Switzerland, Estonia, Latvia, Lithuania, Poland, Czech Republic, Slovakia, Hungary, Slovenia, the Vatican City, Malta, the Republic of Cyprus, and other islands that belong to these countries and that are in Europe.

Home	Your main and permanent place of residence in the United Kingdom , comprising a private dwelling (for example: house, bungalow, maisonette or flat) used for domestic purposes only. This includes any garage, outbuildings, sheds and gates within the boundary of your property.
Immediate family member	Husband, wife, civil partner, live-in partner, parent, child, adult child or adult step-child residing at your home .
Insured vehicle	A vehicle which you are insured to ride under the vehicle insurance policy .
Insurer/We/Us/Our	This policy is underwritten by Inter Partner Assistance SA UK Branch which is fully owned by the AXA Assistance Group. Inter Partner Assistance is a Belgian firm authorised by the National Bank of Belgium and subject to limited regulation by the Financial Conduct Authority. Details about the extent of its regulation by the Financial Conduct Authority are available from us on request. Inter Partner Assistance SA firm register number is 202664. You can check this on the Financial Services Register by visiting the website www.fca.org.uk/register .
Key	Any of the keys which grant you access to your home, office or your vehicle , including electronic, remote and proximity keys.
Lock	Any lock that provides access to your home, office or vehicle .
Office	Your home or private work office including any safe.
Onward transportation	For long journeys of 15 miles and over, the mode of transport should be a bus or train unless you are physically unable to use public transport. For short journeys of up to 15 miles, a taxi is acceptable.
Pay and claim basis	Where assistance is not provided by our approved locksmith, you will be responsible for paying all costs (for example, the cost of repairing or replacing your keys) that you wish to claim for under this policy. We will reimburse those costs provided the loss is covered under the policy. We will ask you to submit your claim together with supporting documentation to us so that we can evaluate your claim and make the appropriate reimbursement. The reimbursement will not exceed the total policy limit of £1,500 (including VAT).
Period of cover	Cover under this policy will run alongside your vehicle insurance policy for a maximum of 12 months. If you arranged this policy after the start date of your vehicle insurance policy cover will be provided from the date you bought it and will end on the expiry date of your vehicle insurance policy , as detailed on your confirmation of cover letter .
Policyholder	The person named as the policy holder under this policy.
Total policy limit	The maximum amount (£1,500 including VAT) that we will pay towards your claims in the period of cover . If the value of the total claims that you make during the period of cover exceeds this limit, then these additional costs will be at your expense.
United Kingdom/UK	England, Scotland, Wales, Northern Ireland, Channel Islands and the Isle of Man.

Vehicle	Your private motor vehicle, light commercial vehicles (up to a weight of 3500kg), business vehicle, motorcycle, motor home or mobility scooter.
Vehicle insurance policy	The Toyota Motor Insurance policy that has been issued to you for the insured vehicle.
You/Your/Yourself	The policyholder and any immediate family member of the policyholder's family permanently living at the same address as the policyholder during the period of cover.

