

Car Solutions Insurance

Policy document



Your car insurance policy

Relevant to the entire policy

This Policy is an agreement between you (the person shown in your Schedule as the person insured) and us (Zurich Insurance plc) but is only valid if you pay the premiums. It is based on the information you gave us (via your insurance advisor) during the application process or subsequently as confirmed in your most recent Statement of Facts or Proposal.

Your Policy provides cover for the drivers, the insured car, and for the sections detailed in your Schedule for the period of insurance shown. You must read this Policy and your Schedule, Proposal and/or Statement of Facts, Certificate of Motor Insurance, any Cover Note issued and any Endorsements together as one single contract. Please read all documents to make sure the cover provided meets your needs. If this is not the case, please contact your insurance advisor as soon as possible.

You must tell us immediately if at any time any of the information on which this insurance is based is incorrect or changes. If we have wrong information this may result in an increased premium and/or claims not being paid in full, or your insurance may not be valid and claims will not be paid.

You should keep a record (including copies of letters) of all information supplied to us in connection with this insurance.

Wherever we refer to the United Kingdom in this Policy, we mean England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

Wherever we refer to spouse in this Policy, we mean your husband, wife or partner you live with as if you are married (including partners of the same sex).

Your Policy is governed by the law that applies to where you reside in the United Kingdom. If there is any disagreement about which law applies, English law will apply, in which case you agree to submit to the exclusive jurisdiction of the courts in England and Wales. Unless agreed otherwise, we will communicate to you in English.

Your Policy provides cover in the United Kingdom for the people and car shown in the Certificate of Motor Insurance for the period shown. For details of using your car abroad, see Section 14.

Please refer to 'What cover is applicable to my Policy?' on page 3 for details on which covers apply. Where your cover differs from the standard product offering this will be shown in your Schedule.

The conditions and exclusions that apply to all sections of your Policy are shown on pages 10 and 11. Please make sure you read these as well as the cover shown in each section.

Your cancellation rights

If you decide that you do not want to accept the Policy (or any future renewal of the Policy by us), please surrender the Certificate of Motor Insurance to your insurance advisor within 14 days of receiving it (or for renewals, within 14 days of your Policy renewal date). We will only charge you on a pro rata basis for the time we have been on cover subject to a minimum premium of £20 (plus Insurance Premium Tax). The balance of the premium will be returned to you when you have surrendered your Certificate of Motor Insurance but there will be no refund where you are cancelling the Policy following a claim where the vehicle is a total loss and is not being replaced.

Please see Condition 5 for full details of all cancellation conditions and charges.

Settling claims

For claims under Sections 4 and 5 of Part A of the Policy, we will at our option either repair your car or make a cash settlement, which will not be more than your car's market value at the time of the loss or damage.

Unless doing so would invalidate a car manufacturer's warranty, when we repair your car we may use parts or accessories which are not made or supplied by your car's manufacturer. They will be of a similar quality to the parts and accessories which are being replaced.

Vehicle damaged beyond economical repair or stolen and not recovered ('total loss')

If we decide that your vehicle has been damaged beyond economical repair ('total loss') or it has been stolen and not recovered we may settle your claim by making a cash settlement based upon the market value of your car in the United Kingdom at the time of the loss or damage.

Before we make payment you must send us the vehicle keys and documentation including, vehicle registration document, Department for Transport test certificate (if applicable) and surrender your Certificate of Motor Insurance.

Continuation of Policy Cover

You will have 42 days from the date we make payment to you to:

- advise us the details of a replacement vehicle; or
- if we have agreed that you can retain the vehicle, provide us with a satisfaction note, schedule of works and engineer's report confirming that all necessary repairs have been carried out to a satisfactory standard.

Policy cover will be cancelled after 42 days with no refund of premium if we have not received details of a replacement car or confirmation of the completion of the necessary repairs to the existing car.

What cover is applicable to my Policy?

Please refer to your Schedule for details of any amendments to the standard product offerings shown below.

Part A	Cover		
	Comprehensive	Third party, fire and theft	Third party only
Section 1 – Liability to others	✓	✓	✓
Section 2 – Driving other cars	✓	✓	✓
Section 3 – Emergency treatment fees	✓	✓	✓
Section 4 – Fire and theft cover	✓	✓	X
Section 5 – Accidental damage	✓	X	X
Section 6 – New car replacement	✓	X	X
Section 7 – Repairs	✓	✓	X
Section 8 – Owners interest	✓	✓	X
Section 9 – Personal belongings	✓	X	X
Section 10 – Personal accident	✓	X	X
Section 11 – Medical expenses	✓	X	X
Section 12 – Luggage trailer	✓	X	X
Section 13 – Windscreen cover	✓	X	X
Section 14 – Using your car abroad	✓	✓	✓
Section 15 – Loss of road fund licence	✓	X	X
Section 16 – Car sharing	✓	✓	✓
Section 17 – Courtesy car cover	✓	X	X
Section 18 – Out of use	✓	✓	X
Section 19 – Emergency overnight travel expenses	✓	X	X

Part B	Cover		
	Comprehensive	Third party, fire and theft	Third party only
Uninsured Loss Recovery and Legal Expenses	✓	X	X

Part C	Cover		
	Comprehensive	Third party, fire and theft	Third party only
Breakdown Assistance and Recovery	✓	X	X
* Home Call	Optional	X	X
Nationwide Breakdown Recovery Service	Optional	X	X
European Breakdown and Accident Assistance	Optional	X	X

* Note: Home-Call forms part of the standard cover under our Solutions Plus Policy.

Part A Private Car Insurance

Section 1 Liability to others

We will cover your legal liability to compensate other people if someone dies or is injured, or property is damaged, as a result of using your car and any trailer or broken-down vehicle being towed by it.

We will provide this cover for:

- you and the drivers named on your Certificate of Motor Insurance;
- passengers in your car;
- your employer or business partner, or your spouse's employer or business partner; and
- the legal representatives of the people named above if they have died.

Following an event which may lead to a claim, we will provide legal representation for people covered under this Policy:

- at any coroner's inquest, court of summary jurisdiction, or similar court; and
- to defend a charge of manslaughter, causing death by dangerous driving, causing death by careless or inconsiderate driving, or causing serious injury by dangerous driving.

What you are not insured for:

- Damage to your car or any trailer or vehicle that is being towed by it.
- Damage to property (including any motor car) owned by or in the custody or control of the person claiming cover under this section.
- Any amount over £20 million for damage to property and £5 million for legal costs and expenses as a result of any claim or series of claims caused by one event.
- Death, injury or damage to property resulting from terrorism, except as necessary to meet the requirements of the Road Traffic Acts.

Section 2 Driving other cars

The cover provided by Section 1 of this Policy will apply while you are driving in the United Kingdom or Republic of Ireland any motor car which is not owned by you or hired to you under a hire purchase agreement provided:

- you have the owner's permission to do so;
- this cover is shown as being included on your current Certificate of Motor insurance; and
- there is a separate current valid insurance Policy in force for the car which meets Road Traffic Act requirements.

Section 3 Emergency treatment fees

We will pay emergency treatment costs as necessary under the Road Traffic Acts.

Section 4 Fire and theft cover

We will cover your car, including its spare parts or accessories (fixed parts or products designed to be fitted to your car that are part of the manufacturer's original specification or that you have declared to us and have been accepted by us) while on or in your car or in your private garage, against loss or damage by fire, theft or attempted theft.

Cover for:

- entertainment, communication, navigation and other electronic equipment permanently fitted to your car; or
- if not permanently fitted can only function when connected to a car's electrical system.

Cover is limited to £500 for any one claim unless the equipment is fitted as part of the manufacturer's original specification for your car.

What you are not insured for:

- The first £100 of each claim. This does not apply if your car is in your garage while the loss or damage occurs.
- Theft of entertainment, communication, navigation and other electronic equipment that;
 - is not permanently fitted to your car unless it is kept in your home, private garage or the glove box or luggage compartment of your locked car when not being used;
 - can be used independently of your car.
- Loss or damage by theft or attempted theft while;
 - the ignition keys or any other removable car entry or ignition device are in or on your car; or
 - your car is unoccupied and not properly locked and secured; or
 - your car is unoccupied and left with the engine running.
- Loss of use of your car.
- Loss or damage resulting from deception.
- Loss of value or wear and tear.
- Mechanical or electrical failure.
- A reduction in the car's market value following repair.
- More than the maker's last list price in the United Kingdom of any spare part.

Section 5 Accidental damage cover

We will cover your car, including its spare parts or accessories (fixed parts or products designed to be fitted to your car that are part of the manufacturer's original specification or that you have declared to us and have been accepted by us) while on or in your car or in your private garage, against loss or damage.

Cover for:

- entertainment, communication, navigation and other electronic equipment permanently fitted to your car; or
- if not permanently fitted can only function when connected to a car's electrical system.

Cover is limited to £500 for any one claim unless the equipment is fitted as part of the manufacturer's original specification for your car.

We will also pay up to £500 to replace car locks if you lose your car keys or lock transmitter, or they are stolen.

What you are not insured for:

- The first amount of each claim shown in the Schedule. Also, a further amount (shown below) of each claim under this Section when the vehicle is being driven by a person:
 - aged 16 to 20 £350
 - aged 21 to 24 £250
 - 25 or over and either holds a provisional licence or has held a full licence for less than one year £150
- Entertainment, communication, navigation and other electronic equipment that can be used independently of your car.
- Loss of use of the insured car.
- Loss or damage resulting from deception.
- Loss of value or wear and tear.
- Mechanical, electrical, electronic, computer or computer software breakdowns, failures, faults or breakage.
- A reduction in the car's market value following repair.
- More than the maker's last list price in the United Kingdom of any spare part.
- Damage to tyres caused by braking, puncture cuts or bursts.

Note:

We will not make deductions while your car is being driven by:

- a member of the motor trade while it is being serviced or repaired;
- hotel or restaurant staff for the purposes of parking; or
- a chauffeur provided under Parts E or F of this Policy.

Nor will we make deductions if the claim is for the cost of replacement locks only.

Section 6 New car replacement

Following a valid claim under Section 4 or 5 of the Policy we will, as long as everybody involved agrees, replace your car with a new one of the same make, model and specification provided your car is in current production and available in the United Kingdom, if:

- you or your spouse bought it as new in the United Kingdom and are:
 - the first registered keeper; or
 - you or your spouse are the second registered keeper and your car has previously been pre registered in the name of the manufacturer or motor dealer and the mileage was less than 250 miles when you bought it. This cover does not extend to cars sold as ex demonstrators or nearly new.
- it costs more than 60% of the manufacturer's retail price, including VAT, to repair it; and
- it is less than one year old from the date of its first registration as new at the time of the loss. If we cannot replace your car with one of the same make, model and specification we will pay what you paid for your car, or the most recent new list price in the United Kingdom (whichever is less).

Section 7 Repairs

Following a valid claim under Section 4 or 5 of the Policy, we will pay the reasonable cost of taking your car to the nearest competent repairer and returning it to you when the repairs are complete.

Section 8 Owner's interest

We will make all claims payments under Section 4 or 5 of the Policy to the legal owner if your car is under any contract or hire purchase agreement.

Section 9 Personal belongings

We will pay up to £250 for personal belongings that are stolen from or accidentally damaged in your car. We will also pay up to £200 for loss of, or damage to a wheelchair, child's pushchair, buggy or carrycot in your car.

Following an accident or damage caused to your car by fire or theft we will pay up to £150 for the cost of replacing a child's car seat fitted in your car with a new one of the same or similar model and standard.

What you are not insured for:

- Any items stolen, unless they are hidden in a glove box or luggage compartment and the car is locked when it is unattended.
- Money (including credit, cash, debit and cheque cards), tickets, vouchers, documents and securities.
- Tools, samples or equipment carried in connection with any trade or business.

Section 10 Personal accident

If you (or a member of your family who permanently lives with you) are involved in an accident while travelling by car, we will pay £10,000 (the maximum payment for any person under all Zurich Policies) for death or permanent total loss of:

- sight in an eye; or
- the use of an arm or leg.

Section 11 Medical expenses

Following an accident involving your car, we will pay:

- medical expenses of up to £200 for each person;
- vet fees of up to £200 for each domestic pet (for a maximum of two pets);

if they are injured while travelling in your car.

We will also pay you £30 a day for up to 30 days if you have to stay in hospital.

Section 12 Luggage trailer

We will pay up to £250 under Sections 4 and 5 for loss of, or damage to a luggage trailer, whether or not it is attached to your car at the time of the accident or loss.

Section 13 Windscreen cover

If the glass in the windscreen, windows or sunroof is damaged, we will pay for its replacement or repair including the repair of any resulting scratching of the surrounding bodywork. As long as there is no claim under any other section of this Policy, any payment for glass replacement will not affect your no claims discount.

What you are not insured for:

- The first £60 of each claim if you use our approved repairer to arrange the glass replacement, or if the damage occurs and you need to replace the glass while you are using your car abroad.
- If you do not use our approved repairer when this is available:
 - you will have to pay the first £100 of each claim.
 - the maximum we will pay for any claim after the above £100 deduction is £150.

You will not have to pay anything if the glass is repaired and not replaced.

Section 14 Using your car abroad

Your car is covered if you use it in European Union countries, as well as Croatia, Iceland, Norway, Switzerland and Liechtenstein, as long as your visit is not for more than 60 days.

Following a valid claim, we will also cover the cost of any foreign customs duty you must pay, if loss or damage to your car, prevents its return to the United Kingdom.

If after 60 days your vehicle does not return to the United Kingdom (unless we have agreed to extend cover in writing), cover will be limited to the minimum legal requirement to use your car in that country. The minimum requirements of United Kingdom law will apply if these are higher than those of the country in which you are using your car.

What you are not insured for:

- Using your car in any country that is not listed above unless you have given us the details beforehand of the proposed trip and we have confirmed cover in writing.

Section 15 Loss of road fund licence

If your car is declared a total loss following a valid claim, we will pay for any road tax that is still left that you are not able to recover from the licensing authorities.

Section 16 Car-sharing

If you are paid as part of a car-sharing arrangement for social or other similar purposes, we will not consider this as 'carriage for hire and reward' as long as:

- the vehicle is not built or adapted to carry more than eight passengers; and
- you do not profit from the contributions you receive for the journey.

We will also cover you to carry out voluntary driving, that is, the use of the insured vehicle in connection with, or for the benefit of, charities, voluntary organisations, clubs or societies, where payment does not exceed the current HM Revenue and Customs mileage rates. This does not cover use for hire or reward or vehicles owned by, hired to or lent to the voluntary organisation.

Section 17 Courtesy car cover

We will provide Policy cover in the United Kingdom for:

- a car we give you temporarily after an accident; or
- a car your motor trader gives you, up to 1300cc, while your car is in a garage for service or repair.

A courtesy car will be provided to you while damage to your own vehicle is being repaired by one of our approved repairers following an accident or theft. Courtesy cars are Group A vehicles (e.g. small hatchback) generally with a manual gearbox and are available only in the UK.

If your car is subsequently deemed to be a total loss by a Zurich motor engineer, you may retain the courtesy car for 4 days. Hire beyond this period is available at a preferential daily rate.

Section 18 Out of use

If you tell us that your car is in a garage and not being used, we will suspend the Policy (except for Section 4) from the date we receive the current Certificate of Motor Insurance.

Section 19 Emergency overnight or travel expenses

We will pay you (and any person travelling in your car) up to £40 for any necessary overnight accommodation or to travel home if your car is stolen or damaged as a result of an accident covered by this Policy.

Other information

For each claim free year we will give you a discount until you reach the maximum level. If you do make a claim, the number of claim free years on which the discount is based will be as in the following table:

Claim-free years	Next renewal no-claims discount		
	First claim	Second claim	Third or more
1	Nil	Nil	Nil
2	Nil	Nil	Nil
3	1 year	Nil	Nil
4	2 years	Nil	Nil
5 or more	3 years	1 year	Nil

Uninsured drivers

If you make a claim following an accident and the driver of the other car is not insured you will not lose your no claims discount or have to pay any excess provided:

- we establish that the accident is not your fault;
- you give us the other vehicle's make, model and registration number; and
- the name and address of the person driving the other vehicle.

You may have to pay your excess when you first claim and may also temporarily lose your no claims discount. If subsequently we are satisfied that the accident was not your fault, we will repay your excess, reinstate your no claims discount and refund any premium which may be due to you.

Part B Uninsured Loss Recovery and Legal Expenses

If you (for the purposes of this part you means yourself or any person driving or travelling in your car with your permission) have a motor accident in the United Kingdom (or a country listed under Section 14) that is insured by this Policy and it is not your fault, DAS Legal Expenses Insurance Company Limited (DAS) will help you get back your uninsured losses and claim resulting damages or compensation (or both) for death or personal injury.

DAS will pay your reasonable legal costs and fees for each accident up to £100,000 (less any legal costs and fees you have already claimed back) if DAS have agreed beforehand to the purpose and amount of these expenses. You must claim back all the legal fees and expenses you are entitled to. DAS will set these against payments we make under this part of the Policy.

Before legal proceedings are issued, DAS will appoint a legal representative to act for you. If legal proceedings need to be issued, you may choose your own legal representative if DAS approve them. If you and DAS cannot agree on a legal representative, DAS will ask the Law Society to choose a legal representative, which you and DAS must both accept. DAS are entitled to get any information from the legal representative.

It is a condition of this cover that you take all reasonable precautions to reduce the amount of legal costs and fees you must pay for.

What you are not insured for:

Any legal costs and fees if:

- the accident is caused by a fault in your car;
- you instruct a legal representative without the agreement of DAS beforehand;
- you report a claim to DAS more than 180 days after the accident;
- DAS consider that the continuance of your claim does not have a reasonable prospect of success, or that the legal costs and fees are not in proportion to the amount you are claiming;
- they arise in a dispute that you have with DAS;
- you act against the advice of DAS or the legal representative appointed;
- you unreasonably withdraw from the legal proceedings or your claim is settled or discontinued without agreement beforehand;
- the legal representative refuses to act for you; or
- legal costs and fees incurred by you against the driver or another occupant of your car at the time of the accident.

If there is a disagreement between you and DAS, DAS and you may agree on an arbitrator. If you and DAS cannot agree, the Law Society will name an arbitrator and their decision will be final.

FREE legal advice

DAS also provide a legal advice helpline 24 hours a day. It could be over a dispute with your garage over servicing costs or for advice if you're stopped by police? DAS can even advise on your rights when you buy a car. One call is all it takes to 0870 010 0961.

All legal advice is provided free of charge, whenever you need it. You just pay for the phone call.

Uninsured Loss Recovery and Legal Expenses is underwritten by DAS Legal Expenses Insurance Company Limited.

Parts C to F of this Policy are provided by Green Flag Limited and underwritten by UK Insurance Limited.

Cover under these parts only applies if they are shown in your current Policy Schedule.

Part C Breakdown Assistance and Recovery

Greenflag will provide, in the United Kingdom, up to 30 minutes' roadside assistance if your car breaks down, has a puncture (as long as the spare wheel is available) or runs out of fuel, or if you lose your car keys more than 1/4 mile from your home.

If the car cannot be repaired at the roadside, it will be taken, together with the driver, up to seven passengers and any standard make of caravan or trailer you are towing, to the nearest garage within 25 miles for it to be repaired at your cost. (A standard make is up to 7 metres long, 3 metres high, 2.25 metres wide and not weighing more than 3.5 tonnes when loaded).

What you are not insured for:

- The cost of replacement fuel or spare parts.
- Assistance or recovery within 1/4 mile of your home address.
- Any storage charges, toll fees or ferry charges.
- Damage caused by getting into your car if you have lost your car keys.
- Recovery or repair of a trailer or caravan if it contains an animal or person.
- Help if your car is immobile (cannot be driven) because of the surface it is on, for example, sand, mud or grass.

If temporary repairs are made, you must get the vehicle permanently repaired as soon as possible. If your car is not easy to get to, or Greenflag have to use specialist equipment, you may have to pay any extra costs.

Greenflag may choose to repair your car (at your cost) following a breakdown, rather than arranging for it to be recovered.

Greenflag are confident of a fast response you can claim £10 if help doesn't arrive within 60 minutes of your call.

Breakdown assistance does not affect your No Claim Discount.

Part D Home-Call

Your Policy is extended to include breakdown cover, as provided under Part C, at your home address or within 1/4 mile of your home.

Part E Nationwide Breakdown Recovery Service

The breakdown cover under Part C is extended to include the following:

1 Recovery service

If your car cannot be repaired, Greenflag will recover your car, trailer, driver and up to seven passengers to their home address or the intended destination in the United Kingdom. Greenflag will then take your car to a local repairer of your choice within 25 miles.

2 Chauffeur service

If your driver is taken ill and nobody is qualified to drive your car, Greenflag will give you a chauffeur to help you complete your planned journey or return you home.

Part F European Breakdown and Accident Assistance

The breakdown cover under Part C is extended to provide cover while the vehicle is being used within the countries listed in Section 14 of Part A of this Policy other than the United Kingdom. The following cover is also included:

1 Loss of use of your car

If your car cannot be used for more than eight hours, or is stolen and not recovered within eight hours, Greenflag will pay for one of the following:

- Up to £750 towards the cost of hiring another car until your car is repaired.
- The cost of transporting you and your luggage to your destination and then returning you to your car following its repair.
- Up to £45 for each person a day for up to five days for reasonable accommodation expenses.

Greenflag cannot guarantee that hire cars will always be available or will be fitted with a roof rack and towbar.

You:

- are responsible for the cost of fuel and other expenses necessary to continue your trip; and
- must keep to the conditions of the hire company.

What you are not insured for:

- If you lose your deposit because the hire car is damaged, or because you do not put more fuel into the hire car.

2 Returning your car to the United Kingdom

If your car cannot be repaired, or is stolen and not recovered by your expected departure date or is recovered after you have returned to the UK, Greenflag will pay:

- the cost of transporting you and your luggage to your home in the United Kingdom;
- the cost of transporting your car to your home or repairer of your choice in the United Kingdom, or up to £600 for you or a driver of your choice to return from the United Kingdom to collect your car; and
- up to £100 for storing your car abroad.

The most Greenflag will pay to return your car will be its current market value in the United Kingdom.

3 Chauffeur service

If your driver is taken ill and nobody is qualified to drive your car, Greenflag will give you a chauffeur to help you return home if everyone is medically fit to travel. Greenflag will also pay, for up to five days, £45 for each person a day to cover reasonable accommodation expenses.

4 European motorways

If the police arrange for an independent garage to recover your car, Greenflag will pay the costs of this. Please keep your receipt.

5 Defence up to £10,000

Greenflag will pay up to £10,000 that you have run up with our permission, to provide a defence in criminal proceedings against the driver of your car due to a road traffic accident.

What you are not insured for:

- Alleged speeding offences when no other offence is involved.
- Our costs or expenses which we have not authorised beforehand.
- Fines awarded against you.

6 Advance of funds

Greenflag will make available up to £4,000 for bail or any other security needed following a car accident or if the driver is stopped. You must repay this within one month.

7 Delivering spare parts

If Greenflag cannot get the necessary spare parts locally, they will arrange to get them from the UK as long as they are available. You must repay Greenflag the cost of the parts and any customs duty within one month.

What you are not insured for:

- Costs you would normally have as part of your journey.

Conditions which apply to this Policy

- 1 You must do all you reasonably can to prevent loss or damage to your car and maintain it in a roadworthy condition.
- 2 Everyone covered by this Policy must follow the Policy terms and conditions. All drivers must have a valid driving licence and follow the conditions of their licence.
- 3 If, by law, we must make a payment that is not covered by the Policy, we have the right to recover this payment from you or the person who is liable.
- 4 You must tell us about any insurance related incidents (such as accidents, thefts or legal proceedings) in connection with this Policy as soon as possible whether or not they give rise to a claim. You must give us all the information and help we may need. This will include details of any charges brought by the police against you or the person driving your car arising from an accident for which a claim is being made under this Policy. You must send any court documents to us immediately they are received. We will decide how to settle or defend a claim, and may carry out proceedings in the name of any person covered by the Policy, including proceedings for recovering any claim payments.
- 5 We may cancel your Policy by giving you seven days notice to your last known address and refund any premium which may be due to you in accordance with the terms of this condition.

You have the right to cancel your Policy at any time by contacting your insurance advisor.

If the Policy is cancelled, either by you or us, within 14 days of you receiving it (or for renewals, within 14 days of your Policy renewal date) we will charge you on a pro rata basis for the time we have been on cover subject to a minimum premium of £20 (plus Insurance Premium Tax). The balance of the premium will be returned to you but there will be no refund following a claim where your car is a total loss and not being replaced.

If the Policy is cancelled, either by you or us, after 14 days of you receiving it (or for renewals, after 14 days of your Policy renewal date), we will charge you on a pro rata basis for the time we have been on cover. We will deduct an administration charge of £50 (including Insurance Premium Tax) from any refund if the Policy is cancelled within the first year. We will not refund any premium if we have paid a claim or one is outstanding when the Policy is cancelled.

Where either you or we cancel your Policy and you pay under a credit agreement with us, you authorise us on your behalf to cancel your credit agreement. If you are paying by credit agreement and you have made a claim you must still pay the balance of the full annual premium under your credit agreement with us.

If you do not do this we may take the balance of any outstanding premium from any claim payment we are making to you.

If you fail to pay your premium we may cancel the policy and refuse your claim or take the balance of any outstanding premium due to us from any claim payment we make to you. This may mean that we fulfil our obligations to any claims against your Policy by a third party but seek full recovery of any payment made under your Policy directly from you. This may include the instruction of solicitors or other recovery agents.

When the Policy is cancelled, either by you or us, you must by law surrender the Certificate of Motor Insurance to us. When you have surrendered this we will refund any premium in accordance with the terms of this condition. If you do not surrender your Certificate of Motor Insurance we may commence court proceedings or seek to recover it through the services of a third party recovery agent.

If you have purchased additional Zurich breakdown cover and you cancel this cover after 14 days of receiving the Policy (or for renewals, after 14 days after your Policy renewal date), independently to your Policy, there will be no refund.

6 Your duty to check information and tell us of any changes

The information on which this insurance is based is formed by the information you gave us (via your insurance advisor) during the application process or subsequently and is confirmed in your most recent Statement of Facts or Proposal.

Although we may undertake checks to verify your information, you must take reasonable care to ensure all information provided by you or on your behalf is accurate and complete.

You must tell us immediately if at any time any of the information is incorrect or changes. If we have wrong information this may result in an increased premium and/or claims not being paid in full, or your insurance may not be valid and claims will not be paid. If in doubt about any information please contact us as soon as possible.

Changes in information we need to be informed of include, but are not limited to, the following examples and apply equally to all drivers covered under the policy:

- accidents (fault or non-fault) whether or not resulting in a claim;
- thefts (of or from your car);
- driving disqualifications;
- convictions or pending prosecutions for any motoring or criminal offence;
- change of your address or where your car is parked overnight;

- any health matters affecting ability to drive;
- make and model of your car;
- full or part time occupation;
- use of your car;
- modifications to your car (both cosmetic and/or performance enhancing);
- drivers of your car;
- annual mileage;
- type of licence and date test passed.

If you change the insured car, the drivers or how you use the insured car, we may not be liable until we have issued a new Schedule and either a Cover Note or Certificate of Motor Insurance. If you make any changes to your insured car your insurance will not be valid until we have agreed to accept them.

Any changes, if accepted by us, will apply from the date indicated on your updated Schedule. In this case we will be entitled to vary the premium and terms for the rest of the period of insurance.

If the changes are unacceptable to us and we are no longer able to provide you with cover, we or you can cancel your Policy, as set out under Condition 5.

If you have given us inaccurate information this can affect your Policy in one or more of the following ways:

- 1) If we would not have provided you with any cover we will have the option to:
 - a) void the Policy, which means we will treat it as if it had never existed and repay the premium paid; and
 - b) seek to recover any money from you for any claims we have already paid, including the amount of any costs or expenses we have incurred.
- 2) If we would have applied different terms to your cover, we will have the option to treat your Policy as if those different terms apply.
- 3) If we would have charged you a higher premium for providing your cover, we will have the option to:
 - a) charge you the appropriate additional premium to be paid in full; or
 - b) reduce the amount of any claim payment with an adjustment in the same proportion as the difference between the actual premium charged and the higher premium due.

For example, if the premium you paid initially was £150, but would have been £300 had you provided accurate information, our payment for a claim which amounts to £1,500 will be reduced to £750.

7 Fraudulent acts

If you or anyone acting on your behalf have intentionally concealed or misrepresented any information or circumstance that you had a responsibility to tell us about or engaged in any fraudulent conduct, or made any false statement relating to this insurance, we will:

- void the Policy, which means we will treat the Policy as if it had never existed;
- not return any premiums paid;
- not pay any claims under your Policy;
- seek to recover any money from you for any claims we have already paid under the Policy, including an amount for any costs or expenses we have incurred;
- inform the police, other financial services organisations and anti-fraud databases as set out under 'Fraud prevention and Detection' within the Important Notes section of your Statement of Facts or Proposal.

8 We will not make any payment if there is cover under any other Policy.

9 You must report any theft, attempted theft or malicious damage to the police immediately.

Exclusions which apply to this Policy

We will not pay for any claims arising from the following:

- 1 Your car being driven or used by any person or for a purpose that is not covered by your Certificate of Motor Insurance.
- 2 War, invasion or civil war, except as necessary to meet the requirements of the Road Traffic Acts.
- 3 Riot or civil commotion outside Great Britain.
- 4 Pressure waves caused by aircraft travelling at the speed of sound, or faster.
- 5 Ionising radiation, radioactivity, nuclear fuel, nuclear waste or nuclear equipment.
- 6 Using a car in any area used by aircraft or for servicing aircraft.
- 7 A contract that says you are liable for something which you would not otherwise have been liable for.
- 8 Pollution or contamination unless it is directly caused by a sudden identifiable, unintended and unexpected incident and it occurs entirely at a specific time and place during the period of insurance.

Making a claim

If you need to make a claim you can contact us on the numbers below.

When you contact us about a claim, you will need to tell us:

- your name, address and telephone number(s);
- the place where the loss or damage occurred; and
- what caused the loss or damage.

In the United Kingdom

Reporting a claim or accident **0845 366 0058**

Replacing or repairing glass
(Comprehensive Policies only) **08000 685 710**

Emergency breakdown assistance **0800 328 8740**
(Comprehensive Policies only and
as long as you have bought this optional cover)
24 hours a day, 365 days a year

In Europe

Reporting a claim or accident or Emergency Breakdown Assistance (Comprehensive Policies only and as long as you have bought this optional cover)

00 44 870 010 8884

or **00 (country code)** then **1274 658073**

24 hours a day, 365 days a year

Motor Legal Helpline

0870 010 0961

(Comprehensive Policies only)

24 hours a day, 365 days a year

Uninsured Loss Recovery and Legal Expenses

0870 366 1542

(Comprehensive Policies only)

8am to 8pm Monday to Friday

9am to 5pm Saturdays and Sundays

Our Complaints Procedure

Our commitment to customer service

We value the opportunity to look into any concerns you may have with the service we've provided and we're committed to dealing with all complaints fairly, consistently and promptly.

Who to contact in the first instance

Many concerns can be resolved straight away, so first of all, please contact your broker as they will generally be able to provide you with an immediate response to your satisfaction.

Contact details are provided on correspondence that Zurich or our representatives have sent to you. You will find them:

- on your welcome or renewal letter pack
- on claim acknowledgement letters
- in the 'Making a Claim' section of this policy

If we cannot resolve your complaint straight away, we will aim to resolve your concerns as soon as possible and we will keep you informed of progress whilst our enquiries are continuing.

The majority of complaints we receive that are not resolved straight away are resolved within four weeks of receipt.

If your complaint is wholly or partly about the service of one of our third party providers, we will ensure it is forwarded to them promptly and let you know who is dealing with each aspect of your complaint.

Complaint procedure leaflet

A leaflet containing full details of our complaint procedure will be provided during the complaint handling process and is available on request.

The Financial Ombudsman Service (FOS)

If we are unable to resolve your complaint to your satisfaction within eight weeks, or if you remain dissatisfied following receipt of our final response letter, you can ask the FOS to formally review your case. You must contact the FOS within six months of our final response. The FOS contact details are as follows:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR

You can telephone for free on:

08000 234 567 for people phoning from a "fixed line" (for example, a landline at home)

0300 123 9 123 for mobile phone users who pay a monthly charge for calls to numbers starting 01 or 02

Or e-mail:

complaint.info@financial-ombudsman.org.uk

This is a free and impartial service and will not affect your legal rights. You are entitled to contact the FOS at any stage of your complaint.

Financial Services Compensation Scheme

Zurich Insurance plc is covered by the Financial Services Compensation Scheme (FSCS) which means that you may be entitled to compensation if we are unable to meet our obligations to you.

Further information is available at **www.fscs.org.uk** or by contacting the FSCS directly on **0800 678 1100**.

Endorsements

The following only apply if they are shown as Operative Endorsements on your current Policy Schedule.

1 Anti-theft protection

Theft cover under Section 4 of the Policy will not apply unless the security device named on the Proposal Form/Statement of Facts or in the Schedule is in use at the time of the loss.

7 No claim discount deleted

No Claims Discount does not apply to this Policy.

8 Excluding theft

Theft cover under Section 4 of this Policy is cancelled.

10 Motor caravans

Section 9 of this Policy is cancelled and replaced by the following:

Section 9

We will pay up to £1,500 for each claim and £250 for any one item following loss or accidental damage to personal belongings, awnings, camping equipment, generators and gas cylinders while they are in or attached to your vehicle.

What you are not insured for:

- Loss or damage which happens while your vehicle is unlocked and unattended.

11 No-claims discount protection

We will allow your no-claims discount as long as you have not made more than two claims during the last five years in a row (or three years if your Policy was taken out before 1 October 1999).

16 Fire and theft and accidental damage – laid-up (comprehensive policies only)

You have notified us that your car is laid-up and out of use, only Sections 4, 5, 7 and 8 of this Policy apply.

18 Excluding fire

Fire Cover under Section 4 of this Policy is cancelled.

23 Fire and theft – laid up (comprehensive policies only)

You have notified us that your car is laid-up and out of use, only Sections 4, 7 and 8 of this Policy apply.

25 Drivers under 25 years of age excluded

This Policy does not apply if your car is being driven or in the charge of any person under 25.

29 Driving under the influence of alcohol or drugs

Only Section 1 of this Policy will be operative while your car is being driven by or in the charge any person(s) who are under the influence of alcohol or drugs or, have a blood or urine alcohol content in excess of the legal limit or, refuse to supply a breath, blood or urine sample.

31 Vehicles not made for the UK

- Section 6 of Part A of this Policy (New car replacement) does not apply.
- if your car is damaged beyond economical repair or stolen and not recovered, we will settle any claim based upon the lesser of what you paid for the car or its market value in the United Kingdom at the time of the loss or damage.
- if your car is damaged and suitable parts or accessories are not available in the United Kingdom to repair it, we may choose to give you a cash settlement as an alternative to repairing your car.
- we will not pay for the cost of importing any part or accessory into the United Kingdom.
- following a claim which we have accepted under this Policy, a courtesy car will only be supplied to you by our Zurich approved repairer when they have all the necessary parts or accessories to fully repair your car.

32 Drivers under 21

This Policy does not apply if your car is being driven or in the charge of any person under 21.

35 Driving tuition

The deductions shown under Section 5 of this Policy do not apply while your car is being used for tuition purposes, provided that:

- your car is dual controlled; and
- the person being taught to drive is accompanied by a driving instructor or examiner who is registered in line with Part V of the Road Traffic Act 1988.

Courtesy cars provided by Section 17 of Part A of this policy are Group A vehicles with a manual gearbox. Vehicles with dual controls are not provided.

Other deductions or excesses shown on the Schedule or stated in the Policy may apply.

38 Guaranteed bonus

Your no claims discount will not be reduced in the event of claims under this Policy. However, claims may be taken into account in calculating your premium.

42 Using your car abroad

Section 14 of this Policy is cancelled and replaced by the following:

Section 14

Your vehicle is covered if you use it in European Union countries, as well as Croatia, Iceland, Norway, Switzerland and Liechtenstein, as long as your visit is not for more than 90 days.

Following a valid claim, we will also cover cost of any foreign customs duty you must pay of loss of damage to your vehicle prevents its return to the United Kingdom. If after 90 days you do not return to the United Kingdom, cover will be limited to the legal minimum requirement to use your car in that country, unless we have agreed to extend the cover in writing.

What you are not insured for:

- Using your vehicle in any country that is not listed above unless you have given us the details beforehand of the proposed trip and we have confirmed cover in writing.

43 Garaging

When your vehicle is kept at your home address overnight there will be no cover under Sections 4 and 5 of the Policy for any loss or damage which happens between 10.00pm and 6.00am unless your vehicle is in a locked garage.

44 Kept overnight

When your vehicle is kept at your home address overnight there will be no cover under Sections 4 and 5 of the Policy for any loss or damage which happens between 10.00pm and 6.00am unless your vehicle is on a driveway or in a garage.

45 Additional £250 Theft Excess

We will not pay under Section 4 of this Policy the first £250 of any claim when loss or damage to your car results from theft, attempted theft or being taken without your consent. This is in addition to any other deductions or excesses shown on the Schedule or stated in the Policy.

46 Additional £500 Theft Excess

We will not pay under Section 4 of this Policy the first £500 of any claim when loss or damage to your car results from theft, attempted theft or being taken without your consent. This is in addition to any other deductions or excesses shown on the Schedule or stated in the Policy.

47 Additional £1,000 Theft Excess

We will not pay under Section 4 of this Policy the first £1,000 of any claim when loss or damage to your car results from theft, attempted theft or being taken without your consent. This is in addition to any other deductions or excesses shown on the Schedule or stated in the Policy.

48 Additional £2,500 Theft Excess

We will not pay under Section 4 of this Policy the first £2,500 of any claim when loss or damage to your car results from theft, attempted theft or being taken without your consent. This is in addition to any other deductions or excesses shown on the Schedule or stated in the Policy.

49 Additional £5,000 Theft Excess

We will not pay under Section 4 of this policy the first £5,000 of any claim when loss or damage to your car results from theft, attempted theft or being taken without your consent. This is in addition to any other deductions or excesses shown on the Schedule or stated in the Policy.

55 Additional £250 Accidental Damage Excess

We will not pay under Section 5 of this Policy the first £250 of any claim when loss or damage to your car results from accidental damage. This is in addition to any other deductions or excesses shown on the Schedule or stated in the Policy.

56 Additional £500 Accidental Damage Excess

We will not pay under Section 5 of this Policy the first £500 of any claim when loss or damage to your car results from accidental damage. This is in addition to any other deductions or excesses shown on the Schedule or stated in the Policy.

57 Additional £1,000 Accidental Damage Excess

We will not pay under Section 5 of this Policy the first £1,000 of any claim when loss or damage to your car results from accidental damage. This is in addition to any other deductions or excesses shown on the Schedule or stated in the Policy.

58 Additional £2,500 Accidental Damage Excess

We will not pay under Section 5 of this Policy the first £2,500 of any claim when loss or damage to your car results from accidental damage. This is in addition to any other deductions or excesses shown on the Schedule or stated in the Policy.

59 Additional £5,000 Accidental Damage Excess

We will not pay under Section 5 of this policy the first £5,000 of any claim when loss or damage to your car results from accidental damage. This is in addition to any other deductions or excesses shown on the Schedule or stated in the Policy.

99 Other

See the separate sheet.



CommunityMark
developed by Business in the Community

Zurich Insurance plc

A public limited company incorporated in Ireland. Registration No. 13460.

Registered Office: Zurich House, Ballsbridge Park, Dublin 4, Ireland.

UK Branch registered in England and Wales Registration No. BR7985.

UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.

Zurich Insurance plc is authorised by the Central Bank of Ireland and subject to limited regulation by the Financial Conduct Authority. Details about the extent of our regulation by the Financial Conduct Authority are available from us on request. These details can be checked on the FCA's Financial Services Register via their website www.fca.org.uk or by contacting them on 0800 111 6768. Our FCA Firm Reference Number is 203093.

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