

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 the schedule as the person insured) and us (Zurich Insurance plc) but is only valid if you pay the premiums. It is formed by the information we were given when we agreed to provide the cover and terms of the policy.

Your policy provides cover for the drivers, the insured car, and for the sections and period of insurance shown in your schedule. You must read your policy, schedule, statement of facts (or proposal), certificate of motor insurance and any cover note or endorsements as one single contract. Please read all documents to make sure the cover provided meets your needs. If they do not, please contact your insurance adviser or us as soon as possible.

You must tell us if any of the information we were given when we agreed to provide the cover and terms of your policy changes, for example you or anyone covered by this policy being convicted of an offence or change of car or occupation. Failure to do so may result in your insurance no longer being valid and claims not being met. If in doubt about any change, please tell us.

If your policy is amended as a result of any change, we will be entitled to vary the premium and terms for the rest of the period of insurance. You should keep a record (including copies of letters) of all information supplied to us in connection with this insurance.

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 insurance. If you make any changes to your car your insurance will not be valid until we have agreed to accept them. The 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.

Your policy is governed by the law that applies to where you reside within the United Kingdom, Channel Islands or Isle of Man. 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.

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 cancellation rights

If you decide that you do not want to accept the policy (or any future renewal of the policy by us), please tell us or your insurance advisor of your decision, in writing or by phone, within 14 days of receiving the policy (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 where you are cancelling the policy following a claim where the vehicle is a total loss and 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 the vehicle registration document and, if applicable, the Department for Transport test certificate). If we have agreed that you can keep the vehicle we will deduct its salvage value from any payment we make to you.

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 engineers 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.

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;
- 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:

- a at any coroner's inquest, court of summary jurisdiction, or similar court; and
- b to defend a charge of manslaughter or causing death 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
- 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

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

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 your keys are stolen.

What you are not insured for

- The first amount of each claim shown under deductions 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
aged 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 and 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 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 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.

If you do not use our approved repairer:

- 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 Iceland, Norway and Switzerland, 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 you are using your car in.

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 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.

Parts C to F of this policy are managed on behalf of Zurich by Green Flag Motoring Assistance.

Cover under these parts only applies if they are shown in your current policy schedule.

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.

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.

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 agree with you.

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 claim 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 claim discount. If subsequently we are satisfied that the accident was not your fault we will repay your excess, reinstate your no claim discount and refund any premium which may be due to you.

Part B Uninsured loss recovery and legal expenses

For this section of the policy, DAS Legal Expenses Insurance Company Limited ('DAS') is the underwriter and provides the legal protection insurance under your policy. The legal advice service is provided by DAS Law Limited and/or a preferred law firm on behalf of DAS. The handling of your claim, via the motor claims centre is provided by DAS Law Limited on behalf of DAS.

If you are involved in an accident which was not your fault, DAS will help you recover your uninsured losses from the person who caused the accident, either through our Motor Claims Centre or by appointing a lawyer. Uninsured losses could include the cost of repairing or replacing your vehicle, your motor insurance policy excess, compensation following injury or other out-of-pocket expenses.

We agree to provide the insurance described in this section of the policy, subject to the terms, conditions, exclusions and limitations set out in this section of the policy, provided that:

1. The prospects that you will recover losses or damages, make a successful defence or make a successful appeal or defence of an appeal, must be at least 51%. We, or the appointed representative on our behalf, will assess whether there are reasonable prospects.
2. The incident and any legal proceedings dealt with in a court or other body we agree to are in the European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.

3. The incident occurs within the period we have agreed to cover you for.

We will pay an appointed representative, on behalf of an insured person, costs and expenses incurred to recover uninsured losses after an event which causes:

- (a) damage to the insured vehicle or to any property belonging to an insured person in or on the vehicle; and/or
- (b) death or bodily injury to an insured person whilst travelling in or on the insured vehicle.

provided that:

1. The most we will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £100,000
2. If the appointed representative is not DAS preferred choice then the most we will pay is what we would have paid our preferred representative
3. in respect of an appeal or the defence of an appeal, you must tell us within the time limits allowed that they want to appeal. Before we pay the costs and expenses for appeals, we must agree that reasonable prospects exist
4. where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most we will pay in costs and expenses is the value of the likely award.
5. If the representative refuses to continue acting for you with good reason or you dismiss them without good reason we must agree to appoint another representative or the cover we provide will end immediately.

What is not covered

1. A claim where the you fail to notify us of the insured incident within a reasonable time of it happening and where this failure adversely affects the reasonable prospects of a claim or we consider our position has been prejudiced.
2. Costs and expenses incurred before our acceptance of a claim.
3. Fines, penalties, compensation or damages that a court or other authority orders you to pay.

4. Any legal action you take that we or the appointed representative have not agreed to, or where you do anything that hinders us or the appointed representative.
5. Any claim relating to a contract involving the insured vehicle.
6. The insured vehicle being used by anyone, with your permission, who does not have valid motor insurance.
7. A dispute with DAS not otherwise dealt with under our Arbitration condition
8. Costs and expenses arising from or relating to a Judicial review, coroner's inquest or fatal accident inquiry.
9. Any claim where an insured person is not represented by a law firm or barrister.

If the accident was entirely the other person's fault, DAS can arrange to supply you with a comparable replacement vehicle via a hire agreement, and we will recover the vehicle rental charges from the person who was at fault. DAS will do so only if you meet the hire company's conditions of hire and you sign an agreement. For us to provide a replacement hire vehicle the driver at fault must be identified or traced. This service is available on the mainland of England, Wales and Scotland only.

Conditions applying to only this section of cover

1. Arbitration. If there is a disagreement between you and DAS about the handling of a claim and it is not resolved through our internal complaints procedure, then you can contact the Financial Ombudsman Service for help. Alternatively there is a separate arbitration process. The arbitrator will be a barrister chosen jointly by you and us. If there is a disagreement over the choice of arbitrator, we will ask the Chartered Institute of Arbitrators to decide.
2. Expert opinion. We may require you to get, at your own expense, an opinion from an expert that we consider appropriate, on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by us and the cost agreed in writing between you and us. Subject to this, we will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that you will recover damages (or obtain any other legal remedy that we have agreed to) or make a successful defence.

3. Claims under this policy by a third party. Apart from us, you are the only person who may enforce all or any part of this policy and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to the policy in relation to any third-party rights or interest.
4. Your responsibilities
 - (a) You must co-operate fully with us and the appointed representative.
 - (b) You must give the appointed representative any instructions that we ask you to.

Part C Breakdown assistance and recovery

We 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 we have to use specialist equipment, you may have to pay any extra costs.

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

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, we will recover your car, trailer, driver and up to seven passengers to their home address or the intended destination in the United Kingdom. We 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, we 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, we 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.

We 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, we 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 we 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, we will give you a chauffeur to help you return home if everyone is medically fit to travel. We 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, we will pay the costs of this. Please keep your receipt.

5 Defence up to £10,000

We 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

We 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 we cannot get the necessary spare parts locally, we will arrange to get them from the UK as long as they are available. You must repay us 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.

Zurich Motoring Assistance & Rescue Service is provided by Green Flag Limited and underwritten by UK Insurance Limited.

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 immediately about any accidents, claims or legal proceedings in connection with this policy, and 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 writ or summons to us immediately it is received. We will make a decision on liability and 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.
- 5 We may cancel your policy where there is a valid reason for doing so by giving you seven days notice in writing to your last known address and we will refund any premium which may be due to you in accordance with the terms of this condition. Valid reasons may include but are not limited to:
 - If you advise us of a change of risk under your policy which we are unable to insure;
 - Where you fail to respond to requests from us for further information or documentation;
 - Where you have given incorrect information and fail to provide clarification when requested;
 - Where you breach any of the terms and conditions which apply to your policy;
 - The use of threatening or abusive behaviour or language, or intimidation or bullying of our staff or suppliers, by you or any person acting on your behalf.

You have the right to cancel your policy at any time by contacting us or your insurance advisor.

If the policy is cancelled 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 at any other time we will charge you on a pro rata basis for the time we have been on cover. We will deduct a £50 administration fee (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. If you are paying by instalments and you have made a claim you must still pay us the balance of the full annual premium. 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 sum made under your policy directly from you. This may include the instruction of solicitors or other recovery agents.

If you have purchased additional Zurich breakdown cover and you cancel this cover more than 14 days after receiving the policy, independently to your policy, there will be no refund.

- 6 If a claim is fraudulent or false in any way, we will not make any payment under the policy and all cover will end.
- 7 We will not make any payment if there is cover under any other policy.
- 8 You must report any theft, attempted theft or malicious damage to the police immediately.
- 9 If you pay the premium to us using our Direct Debit instalment scheme we will have the right to renew the policy each year and we will continue to collect premiums using this method. We may vary the terms of the policy (including the premium) at renewal. If you decide that you do not want us to renew the policy, as long as you tell us before the next renewal date, we will not renew it.

Our right to renew this policy does not affect your cancellation rights detailed elsewhere on pages 2, 10 and 11 of the policy.

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 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.

Our complaints procedure

Our commitment to customer service

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

Who to contact in the first instance

Many concerns can be resolved straight away. Therefore in the first instance, please get in touch with your usual contact at Zurich or your broker or insurance intermediary, as they will generally be able to provide you with an immediate response to your satisfaction.

Contact details will be provided on correspondence that we or our representatives have sent you.

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

The majority of complaints we receive are resolved within four weeks of receipt.

The Financial Ombudsman Service (ombudsman)

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 may be able to ask the ombudsman to formally review your case. You must contact the ombudsman within six months of our final response.

The ombudsman contact details are as follows:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR

You can telephone for free on:

0800 023 4567 for people phoning from a "fixed line" (for example a landline at home)

0300 123 9123 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 you are entitled to contact the ombudsman at any stage of your complaint. For more information please contact the ombudsman directly or visit www.financial-ombudsman.org.uk

The Financial Services Compensation Scheme (FSCS)

We are 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 on www.fscs.org.uk or by contacting the FSCS directly on 0800 678 1100.

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;
- what caused the loss or damage.

In the United Kingdom

Reporting a claim or accident	0800 400 641
Replacing or repairing glass	0800 400 641
Emergency breakdown assistance	0800 328 8740

24 hours a day, 365 days a year

In Europe

Reporting a claim or accident or Emergency breakdown assistance (as long as you have bought this optional cover) **00 800 4000 6000** or **00 (country code)** then **1274 658073**
24 hours a day, 365 days a year

Motor Legal Helpline provided by DAS Law Limited

0800 026 1831
24 hours a day, 365 days a year. Advice about the law in England and Wales is available 24 hours a day, seven days a week.

Legal advice for the other countries is available 9am – 5pm, Monday to Friday, excluding public and bank holidays. If you call outside these times, we will call you back.

Uninsured Loss Recovery and Legal Expenses provided by DAS Legal Expenses Insurance Company Limited

0800 026 1877
8am to 8pm Monday to Friday
9am to 5pm Saturdays and Sundays

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 in the schedule alongside this endorsement number is in use at the time of the loss.

3 Ownership

The person named in the schedule alongside this endorsement number has been noted as the owner of your car.

10 Motor caravans

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

Section 9

We will pay up to £1500 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).

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 unless they are named alongside this endorsement in the schedule.

26 Isle of Man law

The laws of the Isle of Man apply to this policy. Any legal proceedings will take place in the courts of the Isle of Man.

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 unless they are named alongside this endorsement in the schedule.

35 Driving tuition

The deductions shown under Section 5 of this policy do not apply while your car is being used for tuition purposes, as long as:

- your car has dual controls; 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.

Any deductions shown in the schedule still apply.

40 Audio-equipment limit

The most we will pay for audio equipment under Sections 4 and 5 of the policy is increased to the value that appears alongside this endorsement.

44 Kept overnight

If you normally keep your vehicle at your home address overnight, there will be no cover under Section 4 of Part A of the policy for any loss or damage which happens between 10pm and 6am unless your vehicle is on a driveway or in a garage.

99 Other

See the separate sheet.

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.

DAS Head and Registered Office:

DAS Legal Expenses Insurance Company Limited | DAS House | Quay Side | Temple Back | Bristol | BS1 6NH

Registered in England and Wales | Company number 103274. Website: www.das.co.uk

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

DAS Law Limited Head and Registered Office:

DAS Law Limited | North Quay | Temple Back | Bristol | BS1 6FL

Registered in England and Wales | Company number 5417859. Website: www.daslaw.co.uk

DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority | Registered number 423113.

Zurich Motoring Assistance & Rescue Service is provided by Green Flag Limited and is underwritten by UK Insurance Limited. UK Insurance Limited is a private limited company incorporated in the United Kingdom under the number 1179980. Registered Office: The Wharf, Neville Street, Leeds, LS1 4AZ. UK Insurance Limited are authorised and regulated 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.

Communications may be monitored or recorded to improve our service and for security and regulatory purposes.

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