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# **Private Car Policy Document**

This is your Private Car Policy Document. Please read it carefully together with your current Statement of Fact, Schedule, the Certificate of Motor Insurance and Important Information. These documents form the basis of your contract with Us. All documents are available in Your Portal at https://portal.drivelikeagirl.com/

## Welcome to drive like a girl

Thank **you** for choosing drive like a girl which is a trading style of Aioi Nissay Dowa Insurance UK Limited, one of the UK's leading providers of telematics car insurance.

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

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

You must read all of these documents. If you need to make a claim, or contact us to tell us about any changes, then you will need to refer to these documents.

#### IMPORTANT: Please contact us on 0330 022 1000 if any information on these documents is incorrect.

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

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

We wish to protect the environment, and therefore we will communicate everything in an electronic format unless you have specifically requested otherwise. Where electronic communication is selected then all our correspondence with you will be by electronic means, including your future renewal invitations. If you have requested paper communications, then we will issue all your policy documentation (including your Certificate of Motor Insurance, Statement of Fact, Policy Schedule, Insurance Product Information Document, Private Car Policy Document and Renewal Invitation) to you in this format. We may still email or SMS you on other matters related to your policy, your driving performance and general driver safety issues so it is important that we have your correct email address.

#### **Contract of insurance**

**Your policy** forms a contract of insurance between **you** and **us**. Except as otherwise provided for by law or expressly stated in this **policy**, no other third party shall have any rights under this **policy** or the right to enforce any part of it.

In return for **you** paying or agreeing to pay the **premium** required, **we** have agreed to insure **you** subject to the terms, conditions, exclusions and **endorsements** contained in **your policy** and noted on **your Schedule** against such liability, loss or damage occurring within the **territorial limits** during the **period of policy cover**. English law will apply to this contract unless **you** and **us** have otherwise agreed in writing. This contract is written in English and any associated communications will be in English.

#### **About us**

Aioi Nissay Dowa Insurance UK Limited is authorised by the Financial Conduct Authority, and authorised and regulated by the Prudential Regulation Authority, Financial Services Register number 816870. Aioi Nissay Dowa Insurance UK Limited is registered in England and Wales (Company Number: 11105895), registered office: 52-56 Leadenhall Street, London EC3A 2BJ.

## **Insurance Fraud Bureau Cheat line**

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

## What products do we offer?

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

- Enhanced Courtesy Car Cover is provided by Aioi Nissay Dowa Insurance UK Limited, and administered by ARAG Plc.
- Legal Expenses Cover is provided by Aioi Nissay Dowa Insurance UK Limited and administered by ARAG Plc
- Key Protect is provided by Supercover Insurance, a trading name of Insurance Factory Limited, and underwritten by Zenith Insurance Plc.
- Road Rescue is provided by Collinson Insurance Services Limited, and underwritten by Astrenska Insurance Limited.

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

# **Definitions**

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

Accessories	The parts of <b>your car</b> which are not directly related to how it works as a vehicle - these include in-car entertainment, such as radios.
Black box	A telematics device fitted to <b>your car</b> which provides data to <b>us</b> based on the use of <b>your car</b> .
Certificate of Motor Insurance	A document which evidences that <b>you</b> have the insurance required by law, showing who can drive <b>your car</b> and for what purposes it can be used.
Driving	<b>Driving</b> a motor vehicle and/or being in charge of a motor vehicle for the purpose of <b>driving</b> it.
Endorsement	A clause which changes the terms of <b>your policy</b> . Any <b>endorsements</b> are shown in <b>your Schedule</b> .
Excess(es)	The amount <b>you</b> will have to pay towards any claim. <b>Your Schedule</b> shows the amount of <b>excess</b> applicable for each driver and any other <b>excesses</b> due. <b>You</b> are responsible for the <b>excess</b> even if the incident is not <b>your</b> fault.
Handbag	A bag held in the hand or hung from the shoulder and used for carrying small personal articles.
Insurer(s)	All sections of this <b>policy</b> unless otherwise stated: Aioi Nissay Dowa Insurance UK Limited which is authorised by the Financial Conduct Authority, and authorised and regulated by the Prudential Regulation Authority, Financial Services Register number 816870. Aioi Nissay Dowa Insurance UK Limited is registered in England and Wales (Company Number: 11105895), registered office: 52-56 Leadenhall Street, London EC3A 2BJ.
Main driver	The person who drives <b>your car</b> most of the time, whether for social purposes or for travel to and from a place of business, duty or study.
Market value	The cost of replacement with one of the same make, model and specification, taking into account the age, mileage and condition where applicable.
Miles	The distance travelled by <b>your car</b> and recorded by the <b>black box</b> fitted to <b>your car</b> , which can be viewed in <b>Your</b> Portal at https://portal.drivelikeagirl.com/
Period of Policy Cover	The length of time covered by this <b>policy</b> , as shown in the <b>Schedule</b> , and any further period the cover is renewed for.
Policyholder	The individual whose name is shown on the <b>Schedule</b> and the <b>Certificate of Motor Insurance</b> .
Policy	Your Statement of Fact, this document, your Schedule, your Certificate of Motor Insurance and our Important Information.
Policy Miles	The <b>miles</b> upon which <b>your</b> annual <b>premium</b> is based.
Premium	The amount of money that <b>you</b> pay for <b>your policy</b> , as shown on <b>your Schedule</b> (Note: This does not include any charges levied by <b>us</b> in <b>our</b> Important Information).
Reward Points	Reward points are awarded to encourage and reward safe driving.
Road Traffic Acts	Any Acts, laws or regulations, which govern the <b>driving</b> or use of any motor vehicle in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.
Schedule	The latest document which confirms the:
	period of policy cover
	• name of the <b>policyholder,</b> and
	• sections of this <b>policy</b> which apply.
Statement of Fact	The latest document which confirms all the details supplied by <b>you</b> or someone on <b>your</b> behalf.

Territorial Limits	<b>Your policy</b> applies in Great Britain and Northern Ireland. This includes while <b>your car</b> is being transported between them.
Terrorism	Terrorism means any act or acts including but not limited to:
	the use or threat of force and/or violence and/or
	<ul> <li>harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear, chemical, biological and / or radiological means,</li> </ul>
	when any such act is committed by any person(s) or group(s) of people in whole or in part for political, religious, ideological or similar purposes, or is claimed to be committed in whole or in part for such purposes.
Top Up Miles	<b>Top Up Miles</b> are additional <b>miles you</b> can buy, or redeem <b>Reward Points</b> for, if <b>you</b> need to drive further than <b>your Policy Miles</b> .
We, Our, Us	Aioi Nissay Dowa Insurance UK Limited as <b>insurer</b> and administrator.
You, Your	The person named as the <b>policyholder</b> in the <b>Schedule</b> and <b>Certificate of Motor Insurance</b> .
Your car	Any car described in the <b>Schedule</b> (including <b>accessories</b> and spare parts specifically designed to be fitted to <b>your car</b> , which are kept in <b>your car</b> or locked in <b>your</b> private garage) and for which <b>we</b> have issued a <b>Certificate of Motor Insurance</b> .
	In Section 3 of <b>your policy</b> it also includes a trailer, caravan or broken-down motor vehicle while attached to <b>your car</b> for towing.

## Important terms of your policy

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

Only the **policyholder** and any people listed under Section 5 of **your** current **Certificate of Motor Insurance** may drive **your car**.

This **policy** does not provide cover for **you** or any people listed under Section 5 of **your** current **Certificate of Motor Insurance** to drive other vehicles.

## Changes to your insurance

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

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

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

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

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

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

Need to make a change to your policy?

Call: 0330 022 1000

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

#### **Black box installation**

When **you** take out **your policy**, **we** will contact **you** to arrange for a **black box** to be fitted to **your car**. Provided **your policy** is not cancelled there is no additional cost to **you** for:

- the black box
- fitting the black box
- retrieving data from the black box.

Our aim is for the black box to be fitted within 14 days of you arranging a policy with us, or changing your car. The black box can be fitted at your home or place of work, providing it is safe to fit it at the proposed place. We reserve the right to choose an alternative site near your home or place of work if necessary. We will agree a mutually convenient time for the fitting.

The black box will at all times belong to the telematics provider approved by us.

We reserve the right to cancel your policy, providing we follow the procedure defined in Section 13.6, if you do not co-operate in having the black box fitted to your car within 14 days of you arranging your cover with us, or changing your car.

In the event of the **black box** developing a fault, **we** will notify **you** and arrange with **you** a mutually convenient time for a replacement **black box** to be fitted. **You** must give **us** access to **your car** within 7 days of being notified of the fault or, where there are exceptional circumstances that prevent **you** from doing so, within a reasonable time.

If we ask, you must also allow us, or our approved supplier to retrieve the black box from your car in the event that your policy is cancelled or you do not renew your policy.

It is **your** responsibility to ensure that **you** have the agreement of any co-owner, hire purchase company, or other person that has a legal interest in **your car**, to having a **black box** fitted in **your car** before the **black box** is installed. The installation will not affect any car warranty.

## **Policy Miles**

Your cover is connected to the miles you drive. You pay for Policy Miles which are measured by the black box fitted to your car. If it is anticipated that you will exceed the Policy Miles before the end of the period of policy cover, you can increase your mileage allowance at any time by:

- buying Top Up Miles at the rate shown on your Schedule; or
- redeeming accrued Reward Points for Top Up Miles.

**Top Up Miles** can be obtained in bundles of 250, 500, 1,000 or 2,000 **miles**. **Top Up Miles** obtained with **Reward Points** will be used up before paid-for **Top Up Miles**.

We reserve the right to cancel your policy if you exceed your Policy Miles at any time and do not obtain **Top Up** Miles, providing we follow the procedure defined in Section 13.6.

# How to "drive like a girl" and earn Reward Points

The telematics box (**black box**) fitted to **your car** records the following information about **your driving** and the location of **your car**, including but not limited to:

- the time of day you drive
- the speed you drive at on different sorts of roads
- the location of your car both when it is moving and when it is stationary
- how smoothly you drive
- if you take breaks on long journeys
- your motorway mileage
- your total mileage.

Drive like a girl offers Reward Points to encourage and reward safe driving. These points can be redeemed on Your

Portal for goods and services from **us** and **our** trusted business partners. To "drive like a girl" and earn the maximum 100 **Reward Points** for safe **driving** per month **you** need to:

- drive smoothly and generally avoid rapid acceleration and harsh braking, unless it is an emergency
- drive at a speed appropriate for the road **you** are on
- avoid regular driving at night, especially between the times of 11pm and 4am
- take regular breaks on long journeys.

Periodically **we** will review your **Reward Points** score and contact **you** to discuss **your** results and offer advice on how a poor score can be improved.

If your car is being used by any driver and is covered by any other insurance policy then any miles driven in your car will still be deducted from your overall miles and any driving data collected will be used to assess your driving behaviour and determine how safely your car has been driven, for example, by calculating your Reward Points and identifying any breach of the Excessive Speed condition. You must ensure that any driver driving your car is made aware that the driving data will be used in line with our Privacy Policy and will be available to view on Your Portal and may affect your policy in the future.

**Important:** Refer to the Privacy Policy which will explain how **we** use your information, what **we** collect, why **we** collect it and who **we** share it with.

Please note that although you can start earning **Reward Points** immediately you will not be able to see them on **Your** Portal until a month and seven days after your policy has started. **Reward Points**, and **Top Up Miles** obtained through redemption against **Reward Points**, have no cash value.

## **Excessive Speed**

Each month we publish a summary of your driving performance on Your Portal. If you persistently receive a RED score for speeding during the **period of policy cover** and we have given you due warning, we reserve the right to cancel your policy, providing we follow the procedure defined in Section 13.6.

If you or any driver exceeds the speed limit by travelling at:

- a) 60mph or more in a 30mph or lower speed limit; or
- b) 70mph or more in a 40mph speed limit; or
- c) 80mph or more in a 50mph speed limit; or
- d) 90mph or more in a 60mph speed limit; or
- e) 100mph or more in a 70mph speed limit

we reserve the right to cancel your policy, providing we follow the procedure defined in Section 13.6.

#### **Automatic renewal**

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

We will only automatically renew your policy after issuing you with a renewal notice approximately 21 days before the end of your policy. If you do not want us to automatically renew your cover, or you would like to opt in to automatic renewal, you must contact us more than 3 days before your renewal date and advise us accordingly. If you are not the card or account holder you must ensure that the card/account holder has agreed to make the renewal payment and you must tell them of any changes to the amount. Your renewal payment will be taken from your account 3 days before the renewal date. Please check your renewal notice for further details when it is available to you.

If you cancel your automatic renewal, you will need to contact us before your policy expires if you want to insure with us for another year. You can change your automatic renewal preference anytime during the policy year by changing this in Your Portal, or by contacting our team on **0330 022 1000** or on Live Chat.

At renewal **you** will receive a new allocation of **Policy Miles**. Any unused **Top Up Miles** (both paid-for and redeemed) from the previous **period of policy cover** will be added to this new allocation, as will a maximum of 1,200 unredeemed **Reward Points**.

Important information relating to the treatment of unused Policy Miles, Top Up Miles and Reward Points at renewal:

- If you have exceeded all your miles when your policy is due to be renewed, then any unused Reward Points will automatically be exchanged for Top Up Miles in order to clear any miles deficit. Any remaining Reward Points will be carried over to the new period of policy cover (up to the maximum of 1,200 Reward Points).
- Any unused **Top Up Miles** (both paid-for and redeemed) will be rolled over into the new **period of policy cover**, and used up prior to the new allocation of **Policy Miles**.
- It is not possible to roll over unused **Policy Miles** into the next **period of policy cover**. There is no financial exchange for unused **Policy Miles**.
- Reward Points and Top Up Miles can only be rolled over once.

If the **policy** does not renew, all unused **Policy Miles** and **Top Up Miles**, and all unredeemed **Reward Points**, are forfeit. There is no financial exchange for unused **miles** or **Reward Points**.

## **Accident Alert**

An additional benefit of the **black box** is that if **you** are involved in an accident, an alert message may be sent to **us** by the **black box** and, provided **your car** isn't moving, **we** will try to contact **you** by telephone. **We** will aim to take the actions necessary to get **you** on **your** way or, if it is not safe to drive **your car**, **we** will arrange for **your car** to be taken for repair. If **we** cannot contact **you**, **we** will attempt to make contact using the alternative number supplied by **you**. Please ensure that the telephone numbers **you** provide are current and valid. If **you** need to make a claim please call **us** on **0330 022 0123**.

It is important that **you** do not assume that **we** will contact **you**, or any emergency services, after an incident has occurred. While **we** will endeavour to make contact with **you**, and, if **we** think it necessary, the emergency services, **you** should take all appropriate steps to protect **your** safety and report any incident to the appropriate emergency services.

It is also important not to assume that **we** are aware of any incident. **You** must still contact **us** to report any circumstances that could lead to a claim being made on **your policy** (please see Section 13.3 for more details).

#### How to contact us

If you need Top Up Miles, please go to https://portal.drivelikeagirl.com/ and log into Your Portal.

If you need to contact us please use one of the following numbers.

To make a change to <b>your policy</b>	0330 022 1000
To report a motor accident or theft, or to make a claim	0330 022 0123
To make a windscreen claim	0330 022 9449

## **Section 1 Accidental damage**

#### What is covered

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

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

## Section 2 Fire and theft

#### What is covered

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

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

#### What is not covered under Sections 1 and 2

- wear and tear, your car losing value after or because of repairs, or for any repairs which improve your car beyond its condition before the loss or damage happened
- loss or theft of any car keys or lock transmitters, and the resultant cost of replacing any alarms or security devices including the ignition and/or car locks following that loss
- mechanical, electrical, electronic or computer failures, breakdowns or breakages including as a result of the use of incorrect fuel
- damage to your tyres caused by braking, punctures, cuts or bursts
- more than the manufacturer's latest list price of any part or accessory as at the date of repair
- loss or damage to **your car** caused directly by pressure waves from aircraft and other aerial devices travelling at sonic or supersonic speeds
- loss of use of your car or any other indirect loss
- loss of or damage to **your car** by theft or attempted theft if **your car** has been left unlocked and unattended, or the keys have been left in or on **your car** or with a window or the roof open
- loss of or damage to **your car** caused by or resulting from deception, fraud or trickery, including when **you** are offering **your car** for sale
- loss of or damage to **your car** where **your car** is driven or used without **your** permission by a member of **your** family or household or someone in a close personal relationship with **you** or a member of **your** household unless **you** report the person to the police for taking **your car** without **your** consent and no subsequent statement is made indicating that such a person did in fact have **your** permission
- loss or damage to **your car** as a result of a deliberate act caused by **you** or any driver covered to drive **your car** including, but not limited to racing formally or informally against another motorist.
- loss or damage to **your car**, or any expenses incurred caused by any government, public or local authority legally removing, keeping or destroying **your car**.
- loss or damage to **your car** as a result of driving whilst not in full control of **your** vehicle including, but not limited to driving whilst using a mobile phone.

## How we will deal with your claim – Sections 1 and 2

## Payment of premium

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

#### **Repairs**

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

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

Any repairs to **your car** undertaken by one of **our** approved UK repairers are subject to the following guarantees:

- the bodywork, paintwork and labour will be guaranteed for 4 years, and;
- the replacement parts used will be covered for the duration of the manufacturer's guarantee.

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

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

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

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

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

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

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

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

- protecting your car and removing it to our nearest approved repairers; and
- delivering your car back to your address in the British Isles after the repairs have been completed.

If **your car** belongs to someone else, or is the subject of a hire purchase or leasing agreement, any payments may be made to the legal owner. **Our** liability under this **policy** will then be complete.

## Recovery of your car following an accident

If your car is not safe to drive after an accident and we have not already made contact with you, please telephone us on 0330 022 0123 and we will arrange for someone to assist you. If your car cannot be made roadworthy within a reasonable time, we will arrange to take it to our approved repairer at no cost to you. After doing so, we will help you and your passengers to complete your journey and will pay all reasonable expenses up to a maximum of £50. We will require documented receipts in order to support your claim.

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

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

#### New car replacement

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

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

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

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

#### In-car entertainment, phone and satellite navigation equipment

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

- up to the market value of the equipment if it is permanently fitted to your car and part of the manufacturer's standard specification, and
- up to £250 for any other equipment.

#### Child car seats

If **you** have a child car seat (or seats) in **your car** and **your car** is involved in an accident that results in impact damage to it, **we** will pay to replace each child car seat with a new one of the same quality up to a maximum value of £300 per accident.

## **Excesses that apply**

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

## Temporary replacement car

If the loss or damage to **your car** is covered by this **policy**, and **you** use the approved UK repairer of **our** choice, **you** will receive a temporary replacement car while repairs to **your car** are being carried out, provided that one is available.

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

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

The miles you drive in the temporary replacement car will not be debited from your overall miles.

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

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

Please note temporary replacement cars are only available when **your car** is being repaired by one of **our** approved UK repairers. Temporary replacement cars are not available if **your car** has been stolen and has not been recovered, or is not repairable. Temporary replacement cars are not available outside of the United Kingdom.

## Section 3 Liability to other people

#### What is covered

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

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

as a result of any accident involving **your car** or a car provided to **you** under the drive like a girl approved repairer scheme.

The limit of £20,000,000 comprises:

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

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

## Other people

Your policy also covers:

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

#### What is not covered

- death or bodily injury to any employee arising out of, or in the course of, their employment even if the death or injury is caused by anyone insured by this **policy**. However, **we** will provide, where required to do so by legislation, the minimum cover to comply with such legislation
- any amount where the legal responsibility is covered by any other insurance
- loss of, or damage to, any property which belongs to, or is in the care of, any person who is claiming under this section
- any amount for legal responsibility, loss or damage when your car is being used in the operational boundaries of any airport, aerodrome or airfield, foreign military base, embassy or consulate except when we has to meet the requirements of the Road Traffic Acts
- any amount for legal responsibility, loss or damage when **your car** is being repaired whilst not on a road or other public place
- loss of, or damage to, any property as a result of racing formally or informally against another motorist, or a deliberate act caused by **you** or any driver covered to drive **your car**.
- loss or damage to **your car** as a result of driving whilst not in full control of **your** vehicle including, but not limited to driving whilst using a mobile phone.

#### **Legal costs**

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

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

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

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

We will also pay:

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

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

## **Emergency treatment charges**

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

## Section 4 Use by the motor trade, hotels and car parks

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

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

Under these circumstances, any **miles** driven in **your car** will be deducted from **your** overall **miles** and any **driving** data collected will be used to assess **your driving** behaviour and determine how safely **your car** has been driven, for example, by calculating **your Reward Points** and identifying any breach of the Excessive Speed condition. **You** must ensure that any driver **driving** under this section is made aware that the **driving** data will be used in line with our Privacy Policy and will be available to view on **Your** Portal. It may also affect **your policy** in the future.

#### Section 5 Glass in windscreens or windows

(or for any scratching of the bodywork as a result of broken glass from your car)

## What is covered

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

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

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

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

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

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

#### What is not covered

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

## Section 6 Using your car abroad

## **European Union/ EEA compulsory insurance**

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

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

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

#### **Extended European cover**

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

- · registered with the DVLA and normally kept in England, Scotland or Wales
- not kept abroad for more than 90 days consecutively.

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

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

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

#### Using your car in any other countries

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

#### Section 7 Personal accident benefits

#### What is covered

If **you**, **your** husband, wife, common law partner or civil partner are accidentally injured in any car, or getting into or out of any car, and if within 90 days, independently of any other cause, the injury results in:

death

- permanent loss of any limb above the wrist or ankle or
- the complete and irrecoverable loss of sight in one or both eyes

we will pay up to £7,500 to the injured person or their legal representative.

#### What is not covered

- more than £7,500 per person during any one period of policy cover
- if you or your husband, wife, common law partner or civil partner has more than one policy with we, it will only
  pay the benefit under one policy
- injury or death to any person not wearing a seat belt when they must do so by law
- injury or death resulting from a deliberate act, suicide or attempted suicide
- where the driver of your car has been driving illegally due to reckless or dangerous driving; or exceeding
  the legal limit of alcohol or under the influence of drugs whether prescribed or otherwise at the time of the
  accident.

## **Section 8 Medical expenses**

#### What is covered

We will pay up to £200 for each person for any medical expenses resulting from an accident while travelling in your car.

Your excess will not apply to this section.

#### What is not covered

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

# Section 9 Personal belongings and handbag cover

#### What is covered

We will pay up to £250 for personal belongings and any handbag and its contents in your car if lost or damaged due to accident, fire, theft or attempted theft.

We may require proof of purchase or evidence of ownership to support your claim.

Your excess will not apply to this section.

#### What is not covered

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

# **Section 10 Misfueling cover**

#### What is covered

We will pay up to £250 to clean the fuel system and other associated parts of your car or to repair any loss or damage caused if you fill your car with an inappropriate grade or type of fuel purchased from a licensed fuel supplier

provided that any loss or damage has not been caused over a period of time.

If **you** put the wrong fuel in **your car** please call **0330 022 0123** immediately – do not attempt to drive **your car** as **you** could cause more serious damage.

Your excess will not apply to this section.

## **Section 11 No Claim Discount**

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

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

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

	No Claims Discount at Next Renewal Date without NCD Protection			No Claims Discount at Next Renewal Date with NCD Protection			
Number of years No Claims Discount at this renewal	1 claim in the next 12 months	2 claims in the next 12 months	3 claims in the next 12 months	1 claim in the next 12 months	2 claims in the next 12 months	3 claims in the next 12 months	4 claims in the next 12 months
Where the policyholder he	as had 0 claims in	previous five pe	riods of continuc	us cover with dr	ive like a girl	I	I.
1 year	Nil years	Nil years	Nil years	Unaffected	Nil years	Nil years	Nil years
2 years	1 year	Nil years	Nil years	Unaffected	1 year	Nil years	Nil years
3 years	2 years	1 year	Nil years	Unaffected	2 years	1 year	Nil years
4 years	3 years	2 years	Nil years	Unaffected	3 years	2 years	Nil years
5 years	4 years	3 years	Nil years	Unaffected	4 years	3 years	Nil years
6 years or more	4 years	4 years	Nil years	Unaffected	4 years	4 years	Nil years
Where the policyholder he	as had 1 claim in p	previous five per	iods of continuou	is cover with driv	e like a girl	1	
1 year	Nil years	Nil years	Nil years	Unaffected	Nil years	Nil years	Nil years
2 years	1 year	Nil years	Nil years	Unaffected	1 year	Nil years	Nil years
3 years	2 years	1 year	Nil years	Unaffected	2 years	1 year	Nil years
4 years	3 years	2 years	Nil years	Unaffected	3 years	2 years	Nil years
5 years	4 years	3 years	Nil years	Unaffected	4 years	3 years	Nil years
6 years or more	4 years	4 years	Nil years	Unaffected	4 years	4 years	Nil years
Where the policyholder he	as had 2 or more	claims in previou	s five periods of	continuous cove	r with drive like a	girl	
1 year	Nil years	Nil years	Nil years	Nil years	Nil years	Nil years	Nil years
2 years	1 year	Nil years	Nil years	1 year	Nil years	Nil years	Nil years
3 years	2 years	1 year	Nil years	2 years	1 year	Nil years	Nil years
4 years	3 years	2 years	Nil years	3 years	2 years	Nil years	Nil years
5 years	4 years	3 years	Nil years	4 years	3 years	Nil years	Nil years
6 years or more	4 years	4 years	Nil years	4 years	4 years	Nil years	Nil years
Note:		1	ı	1	1	1	1

Note:

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

- any payment for emergency treatment charges under Section 3 (Liability to other people)
- any payment made under Section 5 (Glass in windscreens or windows)
- any claims where **you** are not at fault, provided **we** has recovered its outlay in full

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

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

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

## **Section 12 Helplines**

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

## **Counselling Helpline**

#### What is covered

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

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

#### What is not covered

The cost of face to face counselling sessions

## **Legal and Tax Advice Helpline**

#### What is covered

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

You can get advice by telephoning 0344 571 7977.

#### What is not covered

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

#### Section 13 General conditions

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

#### 13.1 Complying with the terms of this policy

We will only provide cover under this policy if:

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

#### You must:

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

If you sell your car, you should notify the new owner that a black box has been installed.

#### 13.2 Care of your car

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

• maintain your car in an efficient and roadworthy condition, and

• protect your car from damage or loss.

You must have a valid:

- Department of Transport Test Certificate (MOT) for your car if one is needed by law, and
- car tax unless your car has been declared off the road in accordance with the statutory notice (SORN).

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

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

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

## 13.3 Accident and claims procedure

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

- give **us** full details of any incident that may give rise to a claim under **your policy** (for example, accident or theft) as soon as possible, and at least within 24 hours of discovery of the incident occurring
- inform the police as soon as possible, and at least within 24 hours of discovery of the incident, if **your car** or its contents are stolen, and provide **us** with any crime reference number
- send to **us** as soon as practicably possible all communications from other people involved in the incident. **You** must not reply to any such communication
- as soon as practicably possible tell **us** of and send to **us** any notice of intended prosecution, inquest, fatal inquiry or any writ, summons or process without reply to any other party
- provide all relevant information and help in relation to the claim, and
- tell **us** as soon as practicably possible the address of where **your car** has been recovered to or **you** may be liable for any storage charges that occur.

**You** must not assume that **we** are aware of any incident that has occurred, or that **we** will contact **you**, the police or other emergency services. **You** must take the above action to notify **us** of any incident that might give rise to a claim under this **policy**.

You must not, without our consent:

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

We will be entitled to:

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

#### 13.4 Other Private Car insurances

If any loss, damage or liability covered by this **policy** is also covered by any other insurance, **we** will only pay its share. This condition does not apply to Section 7 – Personal accident benefits.

#### 13.5 Compulsory insurance laws

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

#### 13.6 Cancellation

We can cancel your policy:

- from the start date if **you** do not pay **your premium**.
- by writing to **you** at **your** last known address 7 days in advance of the cancellation date if there are serious grounds to do so such as:
  - failure to provide requested documents (proof of your No Claim Discount etc.)
  - failure to co-operate with **us**, where required to do so within the terms of this **policy** (for example not having a **black box** installed within 14 days)
  - · exceeding Policy Miles without top up
  - where you have changed your car more than three times during the Period of Policy Cover and we have refused to continue cover
  - breach of obligations placed upon you in the Excessive Speed condition
  - where your car is being driven or used other than in accordance with your Certificate of Motor Insurance
  - following a fraud or deliberate or reckless misrepresentation or if you have withheld information
  - following the removal of, or tampering with, the **black box**, or
  - use of threatening or abusive behaviour or language, or intimidation or bullying of our staff and/or suppliers

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

- a charge on a proportionate basis for the period of policy cover that you have already received, or the miles
  you have used, whichever amount is higher; and
- our administration fee which is charged at cancellation as shown in our Important Information.

As unredeemed **Reward Points** and **Top Up Miles** obtained through redemption of **Reward Points** have no cash value, these are non-refundable upon cancellation.

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

- if you use more than your initial Policy Miles, plus any Top Up Miles and do not obtain further Top Up Miles, by writing to you at your last known address 7 days in advance of the cancellation date. The policy will end when the 7 days' notice expires (unless you have obtained Top Up Miles during that notice period). You will not be entitled to a refund of the premium paid in this event.
- after a claim where we has decided to make a cash payment for up to the market value of your car at the time of
  the damage rather than repair or replace your car. You will not be entitled to a refund of the premium paid in the
  event. If you have not paid all your premium, your full annual premium remains payable unless this has already
  been deducted from your claim settlement.

#### You can cancel your policy:

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

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

- a charge on a proportionate basis for the **period of policy cover** that **you** have already received, or the **miles you** have used, whichever amount is higher; and
- our administration fee which is charged at cancellation as shown in our Important Information.

As unredeemed **Reward Points** and **Top Up Miles** obtained through redemption of **Reward Points** have no cash value, these are non-refundable upon cancellation.

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

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

the amount of any refund calculated on cancellation, we will be entitled to charge you for that amount.

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

In the event of cancellation the **black box** will remain in **your car** but it is permanently disabled by **us** remotely. If **you** wish **you** may request for it to be removed.

## 13.7 Premium payment by instalments and your credit agreement

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

- if you do not pay your deposit we will cancel this policy from the start date
- if you pay your deposit but we receive notification from Premium Credit Limited that you have not made an instalment payment on or before the date it was due, and arrangements are not made to pay the outstanding premium within 14 days of the original due date, we will cancel your policy by writing to you at your last known address 7 days in advance of the cancellation date. The policy will end when the 7 days' notice runs out. Upon cancellation we will charge you as follows:
  - a) If you have not made a claim or no claim has been made against you during the period up to the effective date of cancellation of this policy, you will be entitled to a refund of premium (including any premium paid for Top Up Miles) less:
    - a charge on a proportionate basis for the **period of policy cover** that **you** have already received, or the **miles you** have used whichever amount is higher; and
    - our administration fee which is charged at cancellation as shown in our Important Information.

As unredeemed **Reward Points** and **Top Up Miles** obtained through redemption of **Reward Points** have no cash value, these are non-refundable upon cancellation.

b) If you have made a claim, or one has been made against you, during the period up to the effective date of cancellation of this policy then the full amount of premium may become due and payable and all unpaid premium may be deducted from the claims settlement otherwise payable to you, and we will seek to recover any outstanding premium directly from you.

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

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

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

If you choose to cancel your credit agreement:

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

under Section 13.6

• if you cancel your credit agreement and you also wish to cancel your policy, you must notify us and comply with the cancellation terms of Section 13.6 under the heading "You can cancel your policy".

## 13.8 Documents and information you may need to send us

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

Examples of documents or information **we** may require include driving licences, vehicle registration document, proof of MOT, proof of No Claim Discount or proof of address.

## **Section 14 General exceptions**

## 14.1 Change of car – notification and acceptance

We will not make a claim payment unless:

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

#### 14.2 Driving and use

We will not make a claim payment and we are entitled to cancel your policy without returning premium if any vehicle your Schedule allows you to drive was being:

- · driven or used other than in accordance with your Certificate of Motor Insurance
- driven by any person not described on your Certificate of Motor Insurance as a person who is entitled to drive
- driven by any person who is disqualified from driving or does not have a driving licence which is valid in the territory where the claim occurred
- driven by any person who is breaking the conditions of their **driving** licence.

**We** will not make a claim payment where **your car** is used whilst being rented out or hired either informally or formally via a peer to peer hiring scheme such as Getaround or Easy CarClub (including when the hirer is using or in possession of **your car**).

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

#### 14.3 Contractual liability

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

#### 14.4 Radioactivity

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

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

#### 14.5 War, terrorism, riot, civil unrest

We will not make a payment in the event of:

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

#### 14.6 Misrepresentation and non-disclosure

If **you** have made a false statement, misrepresentation or have withheld information when providing the information which is detailed in **your Statement of Fact**, **Schedule** or **Certificate of Motor Insurance**, **we** may not make a payment in respect of a claim and **your policy** may be cancelled with no return of **premium**.

#### 14.7 The black box

In the event that **you**, or any named driver on the **Certificate of Motor Insurance**, or anyone with **your** knowledge, remove, attempt to remove, damage or otherwise tamper with the **black box**, then:

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

#### **14.8 Fraud**

If you, or anyone acting for you:

- Knowingly provide information to us that is not true
- Mislead **us** in any way, including about who is the main user of the **Car**, in order to get insurance from **us**, obtain more favourable terms or reduce **your** premium
- Make a claim under the Policy knowing it to be false or fraudulently exaggerated in any respect
- Submit a document in support of a Policy or claim knowing the document to be forged or false in any respect
- Make a claim for any loss or damage caused by your willful act or with your knowledge then:
  - there will be no cover provided under this policy and instead, our liability will be restricted to meeting our obligations as required by the Road Traffic Act(s) or any other Countries Compulsory Insurance Law or Regulations. In those circumstances, we reserve the right to recover from you or the driver, all sums paid (including all legal costs), whether in settlement or under a Judgment, of any claim arising from the accident.
     We also reserve the right to withhold any claim settlement during the police investigation and/or criminal proceedings, and
  - we have the right to immediately cancel your policy and to claim any amounts owed by you under the terms of your policy, and
  - all other policies you have entered into through us, to which you are connected, may be cancelled, and
  - we will share this information with other insurers, law enforcement and fraud prevention agencies for the purposes of preventing and/or prosecuting fraud and money laundering.

#### 14.9 Public authorities

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

#### 14.10 Car sharing

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

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

#### 14.11 Matters out of our control

The **black box** requires technology for the collection and transmission of data which may be adversely impacted by events beyond **our** control. **We** will not cover any loss or damage caused by, or related to, any error or fault in the collection and transmission of data resulting from matters which are beyond **our** control, such as power failures, or natural events that cause an interruption in transmission.

## 14.12 Drink or drugs exclusion

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

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

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

#### 14.13 Unlawful use exclusion

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

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

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

## Notifying claims and our claims service

This applies to all claims under this Private Car **Policy** Document. If **you** want to make a claim under **your policy**:

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

If you need to make a new claim our team offers help and advice 24 hours a day, 365 days a year and is available on 0330 022 0123.

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

If your car has been stolen:

- please tell the police if your car is stolen and obtain from them a crime reference number
- please call **us** on **0330 022 0123** as soon as possible, or at least within 24 hours of discovering the theft, so **we** can monitor the location of **your car** and liaise with the police.

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

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

## If we do not provide the expected service

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

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

Address: Complaints Officer, drive like a girl, PO Box 1308, Newcastle upon Tyne, NE12 2BF

Email: complaints.service@drivelikeagirl.com

Telephone: 0330 022 1000

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

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

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

Website: www.financial-ombudsman.org.uk

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

Telephone: 0800 023 4567 or 0300 123 9123

**You** must approach the Financial Ombudsman Service within 6 months of either **our** summary resolution or final response letter to **your** complaint. Please note that if **you** do not refer **your** complaint within the 6 months, the Financial Ombudsman Service will not have **our** permission to consider **your** complaint and therefore will only be able to do so in very limited circumstances, for example, if it believes that the delay was as a result of exceptional circumstances.

Whilst **we** are bound by the decision of the Financial Ombudsman Service, **you** are not. Following the complaints procedure does not affect **your** right to seek and take legal action.

# **Financial Services Compensation Scheme**

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

# WE'RE HERE TO HELP

# **VISIT OUR HELPCENTRE**

www.drivelikeagirl.com/help

## **CUSTOMER SERVICES**

Mon-Fri: 8am-8pm, Sat: 9am-4pm, Bank Holidays: 10am-4pm

0330 022 1000

# **DISCUSS AN EXISTING CLAIM**

Mon-Fri: 9am-5pm

0330 022 0123

## MAKE A NEW CLAIM

24 hours a day, every day

0330 022 0123

## NEED TO REPORT AN ACCIDENT OR MAKE A CLAIM?

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

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