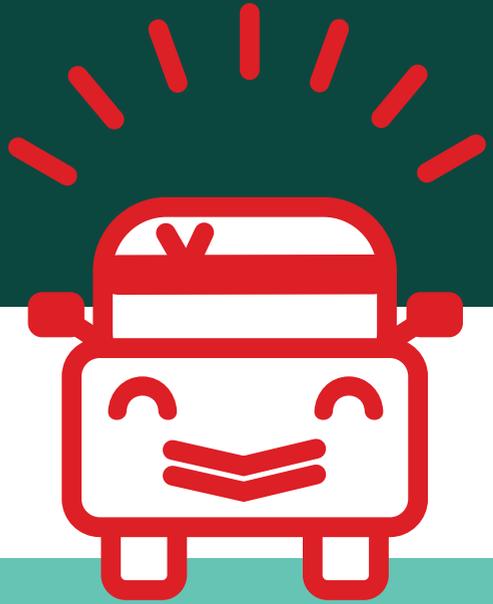


MOTOR ICHIBAN YOUR POLICY BOOKLET



THIS BOOKLET CONTAINS:

- Important information about your motor insurance policy
- Your motor insurance policy wording

IMPORTANT TELEPHONE NUMBERS:

CLAIMS HELPLINES

During Office Hours
日本語サービス
0370 010 8111

24 Hour
(English speaking)
01204 600283

Windscreen
(English speaking)
01246 226121

This booklet contains:

- Important information about Motor Ichiban Insurance
- Your Motor Ichiban Insurance policy wording

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Part 1. Welcome to Motor Ichiban Insurance

Welcome to Motor Ichiban Insurance. To know exactly what your insurance covers with us, please make sure to read this document carefully. You should read it alongside any schedule, endorsement or certificate you've received from us.

If you have any questions about your cover, please contact us directly.

Motor Ichiban Insurance is underwritten by Aioi Nissay Dowa Insurance UK Limited, Registered in England and Wales No. 11105895. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority No 816870. Details about the extent of our regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from us on request.

Part 2. Important information about Motor Ichiban Insurance

Making a claim

What to do if you have an accident – legal requirements

If your car is involved in an accident which causes injury to someone else, damage to someone else's property or damage to another car, you are legally obliged to follow the procedure below:

- stop the car;
- give your name, address and the registration number of the car to anyone involved with the accident;
- give the name and address of the owner of the car if it does not belong to you;
- give your name, address and registration number of the car to the police if they are present at the scene;
- produce your Certificate of motor insurance to the Police or anyone else who has reasonable grounds to see it, or
- if you are unable to do so immediately, report the accident to the Police as soon as possible but no later than 24 hours after the event occurred.

What to do if you have an accident – general requirements

- Do not admit that you were at fault, or make or attempt to make any offer of payment.
- Make sure you get the names, addresses and telephone numbers of the following people
 - the driver of each car involved;
 - the registered owner of each car, if different from the driver, and
 - any witnesses.
- Make sure you also get
 - the names, addresses and policy numbers of the insurers of each car;
 - the registration number of each car involved and details of the damage sustained in the accident;
 - the name and number of any police officer at the scene, and
 - details of any persons injured as a result of the accident.

Make a note and draw a plan of the area where the accident occurred, including road names, signs, markings, lighting and the position of your car and any other cars.

Report any claim involving your car through our helpline. This is the quickest way to start the claim process.

What to do if you need to make a claim

If you have had an accident or your car has been stolen within the policy's geographical limits and the loss or damage is covered by your policy, simply telephone the dedicated Japanese claims desk during office hours on 0370 010 8111 or alternatively the 24-hour helpline on 01204 600283.

You will then be asked for the following information:

- your name and address;
- the name of the driver of your car;
- your policy number (without this it will not be possible to instruct a repairer), and
- details of the incident.

To make it easier for you, we will arrange for an approved repairer to contact you to organise collection of your damaged car for repairs and to provide a courtesy car. You will need to be able to show your driving licence otherwise the courtesy car will not be made available.

If your car is immobilised by the accident and has not been removed by the Police or any other organisation, recovery will be arranged.

Our dedicated staff will assist you and partly complete a claim form before sending it to you for completion, checking, signing and returning to us. It is essential that the form is returned to us as soon as possible.

We will use genuine manufacturer parts to repair your car if they are available within the geographical limit.

When the repair has been completed your car will be cleaned and returned to you. The repairs are guaranteed for five years.

Following your claim, you will be asked to complete a satisfaction note to ensure that you are happy with the condition of your car.

You are responsible for payment of your excess and any other amount we may require, for example if the repairer improves the condition of the car compared to the condition before the incident.

Our approved repairer service is only available in mainland UK, Northern Ireland, Isle of Wight and the Channel Islands, and applies only to the car specified in your policy.

Please note: all communication will be in English.

Courtesy/hire car – who does what?

To keep you mobile, while using an approved repairer, you will be offered a courtesy car while yours is being repaired. Once we have decided that your car can be economically repaired by the approved repairer and if it cannot be driven, we'll will provide a courtesy car subject to availability. If your car can still be legally driven (in other words it is roadworthy), we will deliver the courtesy car when your car is collected for repair. While you have the courtesy car you will be liable to pay fines for any parking or driving offences or congestion charges, and any additional costs for any non-payment of these charges.

Note: All courtesy cars are subject to the driver meeting the terms and conditions of hire from the approved repairer.

If the vehicle cannot be repaired - If your car is a total loss (a write-off), you must send in all the original documents we ask for (for example, the vehicle registration document (V5C) and the current MOT certificate). We will arrange for an appointed salvage agent to collect your car to dispose of it. Please remember to remove all your personal belongings from your car before it is collected.

What to do if your car is stolen

If your car is stolen or damaged by an attempted theft, report the incident to the Police immediately. It is essential that you keep a note of the name, number and location of the officer who took the details and any crime number allocated. Then call us as soon as possible, all these details will be required when making your claim.

Glass breakage

You may claim for damage to your car's windscreen or windows and for any bodywork scratched by broken glass from the window or windscreen.

You must pay the first £125 of every claim you make under this part of your insurance. If you call our 24-hour windscreen helpline on 01246 226121, and the repair or replacement is carried out by our approved supplier, this amount is reduced to £75 for a replacement windscreen and £10 for a windscreen repair.

If we pay under this part of your insurance, this will not affect your no claims discount.

The windscreen helpline does not operate outside the geographical limits; in these circumstances you will only have to pay the first £125.

Theft and loss of personal effects

Theft and loss of personal effects should be notified to the Police as soon as you become aware of the loss. Take a note of the name of Police Station/Officer and Crime Number allocated and then contact the 24 hour claims helpline.

Fire, personal accident, emergency hotel and travel expenses

Claims should be reported on the 24 hour claims helpline as soon as is reasonably possible.

Our claims commitment

Our claims commitment outlines the service that you can expect from us when you make a claim. You can be sure that at all stages of your claim we will

- Explain how your claim will be handled and inform you what you need to do;
- Provide assistance to help make your claim;
- Consider and handle your claim fairly and promptly;
- Let you know how your claim is progressing;
- Inform you if we cannot deal with all or any part of your claim, and explain the reasons why;
- Settle your claim promptly, and
- Handle complaints fairly and promptly.

When you first contact us, we will

- Respond, either on the phone or in writing and action your claim within five working days;
- Explain whether your type of claim is normally covered by the policy, and
- Explain what should happen and when and what you need to do.

While we are managing your claim, we will

- Reply to your letters within 10 working days;
- Explain why other people, for example engineers, solicitors or doctors, will be involved in your claim and what their roles will be, and
- Contact any other insurance companies involved in your claim within 10 days of finding out who they are.

When we pay your claim, we will

- Explain how your type of claim is usually settled;
- Provide payment within 10 working days, once you agree the claim;
- Arrange for any repairs or replacements within 10 working days of you agreeing the claim, and
- Explain the reason why the amount we pay is different from the amount you are claiming or why your claim may have been rejected.

What to do if you have a complaint

If you make a complaint, we will

- Acknowledge it within five working days of receipt and explain how we will handle your complaint and what you need to do;
- Keep you advised of how your complaint is progressing, and
- Provide you with a final response within 40 working days of receipt or provide you with an explanation of why that final response is not available.

How to make a complaint if things go wrong

Our promise to you

We aim to provide a first class service. If you have any reason to complain about your insurance policy, or us, the complaints procedure is as follows.

The first step is to contact our dedicated complaint handling department who will review your case.

The address is Aioi Nissay Dowa Insurance UK Limited,
7th Floor, 52-56 Leadenhall Street,
London, EC3A 2BJ.

If you are still not satisfied, you can refer your complaint to the Financial Ombudsman Service (FOS.)

The address is

The Financial Ombudsman Service,
Exchange Tower,
London E14 9SR.

Tel: 0800 023 4567.

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

Website: www.financial-ombudsman.org.uk

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

This does not affect your right to take legal action.

If you ask someone else to act on your behalf we will require written authority to allow us to deal with them.

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

Motor Ichiban Insurance is underwritten by Aioi Nissay Dowa Insurance UK Limited. You trust us to look after your personal information when you buy our products and we know we have responsibility to protect this information. The details provided here are a summary of how we collect, use, share, transfer and store your information. Please note that references to 'we', 'us' or 'our' may also include our holding company and/or subsidiaries.

For full details of our Privacy Notice, please go to <https://www.motorichiban.com> or contact our Data Protection Officer at: 7th Floor 52-56 Leadenhall Street, London, EC3A 2BJ

Collecting your information

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

- your name, address, contact details and date of birth
- information about the vehicle you want to insure and named drivers
- your claims and credit history
- any criminal offences
- Financial details such as bank accounts and card details
- information about your use of our website such as your IP address which is a unique number identifying your computer

- special categories of personal information (previously known as 'sensitive personal information'), such as details regarding your health.

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

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

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

Using your information

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

- providing you with services relating to an insurance quotation or policy, for example
 - assessing your insurance application and arranging your insurance policy including checking databases showing no claims discount entitlement and driving licence records
 - managing your insurance policy including claims handling and issuing policy documentation to you.
 Our assessment of your insurance application may involve an automated decision to determine whether we are able to provide you with a quotation and/or the price. If you object to this being done, then we will not be able to provide you with insurance.
- where we believe we have a justifiable reason to do so, such as
 - keeping information about your current and past policies
 - preventing and detecting fraud, financial crime and anti-money laundering
 - carrying out processes such as research and analysis which may include computerised processes that profile you
 - Help us improve and develop internal databases and systems to improve the products and services we offer
 - providing sales information to third parties (for example price comparison websites) so that we fulfil our legal obligations to them
 - recording and monitoring calls for training purposes
- information about someone connected to you, you would have confirmed that you have their permission to do so.

How we contact you about our products and services

We may contact you via post, email, SMS, telephone and/or digital methods like social media and online advertising, unless you have said you do not want us to, in order to let you know about our products and/or services which may relate to your general insurance needs. To assist us with this, we may also use and/or share your information with carefully selected third party databases which, when combined with the information you have given us, helps us to know what products and/or services may be of interest to you. Where products or services are not similar or where we have not contacted you for some time since you last obtained a quotation, product or service from us, then we will ask your permission to contact you about these.

We may also use our carefully selected business partners to supply our promotional offers to you and manage those offers on our behalf.

Should you no longer want us to contact you about our other products and services, just let us know by either:

- writing to our Data Protection Officer at the address above or
- calling us – 0370 010 8111

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

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

Sharing your information

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

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

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

Sharing information to prevent fraud

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

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

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

Keeping your information

We will keep your information only for as long as is reasonably necessary to provide our products and services to you and to fulfil our legal and regulatory obligations. Please see our full privacy notice on our website for more details.

Use and storage of your information overseas

Your information may be transferred to, stored and processed outside the European Economic Area (EEA). We or our service providers may use cloud based computer systems (i.e. network of remote servers hosted on the internet which process and store your information) to which foreign law enforcement agencies may have the power to access. However, we will not transfer your information outside the EEA unless it is to a country which is considered to have sound data protection laws or we have taken all reasonable steps to ensure the firm has suitable standards in place to protect your information.

Dealing with others acting on your behalf

We will deal with individuals you nominate, including third parties we reasonably believe to be acting on your behalf providing they are able to answer our security questions. For your protection though, we will need to speak to you, your legal representative, someone that you have specifically given us permission to speak to or a power of attorney should you want to change your contact address or policy coverage or cancel your policy.

Your rights

You have a number of rights in relation to the information we hold about you, including:

- asking for access to and a copy of your personal information
- asking us to correct, delete or restrict or you can object to the use of your personal information
- withdrawing any previously provided permission for us to use your personal information
- complaining to the Information Commissioner's Office at any time if you object to the way we use your personal information.

Please note that there are times when we will not be able to delete your information, such as where we have to fulfil our legal and regulatory obligations or where there is a minimum statutory period of time for which we have to keep your information. If this is the case, then we will let you know our reasons.

Motor Insurance Database

Information relating to your insurance policy will be added to the Motor Insurance Database ("MID") managed by the Motor Insurers' Bureau ("MIB"). MID and the data stored on it may be used by certain statutory and/or authorised bodies including the Police, the DVLA, the DVANI, the Insurance Fraud Bureau and other bodies permitted by the law for purposes not limited to but including:

- I. Electronic Licensing;
- II. Continuous Insurance Enforcement;
- III. Law enforcement (prevention, detection, apprehension and or prosecution of offenders)
- IV. The provision of government services aimed at reducing the level and incidence of uninsured driving.

If you are involved in a road traffic accident (either in the UK, the EEA or certain other territories), insurers and or the MIB may search the MID to obtain relevant information.

Persons (including his or her appointed representatives) pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID.

It is vital that the MID holds your correct registration number. If it is incorrectly shown on the MID you are at risk of having your vehicle seized by the Police. You can check that your correct registration number details are shown on the MID at www.askmid.com

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 call them on their confidential cheat line on 0800 422 0421.

Financial Services Compensation Scheme (FSCS)

As we are members of the Financial Services Compensation Scheme (FSCS), you may be entitled to compensation under the scheme if we cannot pay out all valid claims under this insurance. This depends on the type of policy you have and the circumstances of the claim. The scheme will cover 90% of the claim with no upper limit. For types of insurance you must have by law (such as third party insurance for motor claims), the scheme will cover the whole claim.

You can get more information about the scheme from the FSCS via:

Financial Services Compensation Scheme,

10th Floor, Beaufort House,

15 St Botolph Street, London EC3A 7QU

Tel: 0800 678 1100 or 0207 741 4100.

Email: enquires@fscs.org.uk www.fscs.org.uk.

Part 3. Your Motor Ichiban Insurance policy

Introduction

The information you or your representative have supplied has been relied upon by us in offering the contract of insurance.

The information supplied by you or your representative, along with this policy document, Certificate of motor insurance, schedule, and any schedule of endorsements form the contract of insurance between you (the insured) and us.

This contract of insurance does not give, or intend to give, rights to anyone else. It is not our intention that the Contracts (Rights of Third Parties) Act 1999 gives anyone else either any rights under this policy or the right to enforce any part of it. We may cancel or change any part of the contract without getting anyone else's permission.

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

In return for you paying or agreeing to pay the premium, we will provide cover under the terms, exclusions, conditions and endorsements of this contract of insurance, during the period of insurance and within the geographical limits.

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

Signed for and on behalf of Aioi Nissay Dowa Insurance UK Limited

A handwritten signature in black ink, appearing to read 'MSW', with a long horizontal flourish extending to the right.

Mike Swanborough
CEO

Definitions

The key words and terms that we use in Section 1 to 6.

Accessories	parts added to your car that do not affect its performance.
Certificate of motor insurance	a document which is legal evidence of your insurance and which forms part of this document, and which you must read with this document.
Endorsement	a change in the terms of the insurance which replaces the standard insurance wording, and is printed on, or issued with, the current schedule and current schedule of endorsements
Excess	a contribution by you towards a claim under this insurance.
Geographical limits	Great Britain, Northern Ireland, the Isle of Man, the Channel Islands and sea transit between them
Keys	Any device, which permits entry to your car.
Market value	the cost of replacing your car with another one of the same make, model and specification and of similar age, mileage and condition at the time of an accident or loss
Medical Expenses	The cost of medical, surgical or other remedial attention or treatment given or prescribed by a Medical Practitioner and Hospital and ambulance charges connected with a valid claim
Period of insurance	the period of time covered by this insurance (as shown on the schedule) and any further period for which we accept your premium.
Policy	The policy booklet, schedule, Certificate of motor Insurance, any endorsements and any amendments issued at renewal.
Policyholder	The person named as the policyholder in the schedule
Schedule / Policy Schedule	the document showing the car we are insuring and the cover which applies. To be read in conjunction with the Schedule of Endorsements
Schedule of endorsements	the document showing endorsements that apply. To be read in conjunction with the policy schedule.
Trailer	a trailer, semi-trailer or container used for carrying goods but which cannot be driven itself.
We, our, us	Aioi Nissay Dowa Insurance UK Limited, 7th Floor, 52-56 Leadenhall Street, London, EC3A 2BJ. Registered in England and Wales (No. 11105895) who underwrite this policy
You or Your	The policyholder named in the schedule.
Your car	Any motor car specified or described in your Certificate of motor insurance. Spare parts and accessories belonging to your car are included provided they are carried in or permanently attached to your car

Cover

Your schedule shows you what cover you have. The different types of cover are listed below together with the sections of the policy that apply.

Section Name	Comprehensive	Third party Fire & Theft	Fire & Theft Only	Third Party Only
Section 1: Loss or damage to your car				
Part A: Accidental damage cover	Included			
Part B: Fire and theft cover	Included	Included	Included	
Part C: Replacement locks Included				
Section 2: Liability to third parties	Included	Included		Included
Section 3: Additional benefits	Included			
Part A: Personal possessions	Included			
Part B: Personal accident	Included			
Part C: Medical expenses	Included			
Section 4: No Claims Discount	Included	Included		Included
Section 5: Motoring abroad	Included	Included		Included
Section 6: General provisions	Included	Included		Included
Part A: Car sharing	Included	Included		Included
Part B: Use by the motor trade or hotel attendants	Included	Included		Included
Part C: Car laid up and out of use	Included	Included		Included
General exceptions	Included	Included	Included	Included
General conditions	Included	Included	Included	Included

The General conditions and exceptions apply to all sections of the policy.

Section 1: Loss or damage to your car

What is covered under this section - Note: This section is in three parts

Part A: Accidental damage cover

This cover only applies to your car

We will insure your car against loss or damage (less any excess that applies) caused by:

- accidental or malicious damage, flood damage or vandalism;

For a claim under this section we will, at our absolute discretion, either:

- pay for the damage to be repaired;
- pay an amount of cash to replace the lost or damaged item; or
- replace the lost or damaged item.

The most we will pay will be either:

- the UK mainland market value of your car as determined by us, immediately before the loss; up to the value shown on your schedule; or
- the cost of repairing your car; whichever is less.

We will not pay the cost of any repair or replacement which improves your car or accessories to a better condition than they were in before the loss or damage. If this happens, you must make a contribution towards the cost of repair or replacement.

We will not pay the VAT element of any claim if you are registered for VAT.

Payment to legal owner

We reserve the right to make any payment for loss or damage to your car to the legal owner.

The amount you pay

1. **Young or inexperienced drivers excess** (all claims under Part A other than for Glass breakage).

You will be responsible for the first part of the cost of any loss or damage under Part A while your car is being driven by or in the charge of a young or inexperienced person according to the amount shown in the following table:

Drivers Amount

- | | |
|--|------|
| • Under 21 years of age | £250 |
| • Age 21 to 24 years old | £150 |
| • Aged 25 years or over but holding: | |
| a) a provisional driving licence or | £100 |
| b) a full private car licence for less than 12 months. | |

2. Glass Breakage (Windscreen/windows and sunroof only)

You may claim for damage to your car's windscreen or windows or sunroof and for any bodywork scratched by broken glass from the window or windscreen.

This benefit does not apply to damaged roof panels, lights or reflectors whether glass or plastic.

The following excesses apply to a windscreen claim but there is no limit on the cost of the windscreen.

- If your windscreen is replaced by our approved supplier, you must pay the first £75 of any claim.
- If your windscreen is repaired by our approved supplier, you must pay the first £10 of any claim.
- If your windscreen is repaired or replaced by any other company, you must pay the first £125 of any claim.

If the only claim you make is for broken glass in your car's windscreen or windows, including bodywork scratched by the breakage, it will not affect your no claims discount.

Part B: Fire and theft cover

This cover only applies to your car

We will insure your car against loss or damage (less any excess that applies) caused by:

- fire, lightning, self-ignition and explosion; or
- theft or attempted theft, or taking your car away without your permission.

For a claim under this section we may either:

- pay for the damage to be repaired;
- pay an amount of cash to replace the lost or damaged item; or
- replace the lost or damaged item.

The most we will pay will be either:

- the market value of your car (including its accessories), immediately before the loss; up to the value shown on your schedule; or
- the cost of repairing your car; whichever is less.

We will not pay the cost of any repair or replacement which improves your car or accessories to a better condition than they were in before the loss or damage. If this happens, you must make a contribution towards the cost of repair or replacement.

We will not pay the VAT element of any claim if you are registered for VAT.

What is not covered under Part B

Theft, attempted theft, taking away without consent claims only.

We will not pay for:

- the loss or damage if your car is taken without your consent by either:
 - o a member of your family; or
 - o a person living in your household.
- the loss or damage to your car if its keys are left in or on your car;
- loss or damage to your car if it was left unattended and unlocked or with the windows, roof or convertible hood open.

The amount you pay

You will be responsible for the first £100 of the cost of any claim under Part B other than the loss or damage to your car resulting from fire, lightning or explosion.

What is covered in addition if a claim occurs under Parts A or B

Recovery and redelivery

After any claim under this section we will pay the cost of moving your car from the place where the damage happened to the premises of the nearest competent repairer. We will also pay the cost of delivering your car back to you in the United Kingdom after repair.

If unnecessary damage is caused as a result of your attempts to move your car, we will not pay any extra cost arising from that damage.

All arrangements for storage of a damaged car must be agreed by us. If you arrange storage without our prior knowledge and consent we will not pay any extra cost arising from that arrangement where this is greater than the cost we negotiate with our approved supplier.

Emergency and travel expenses

If you cannot complete your journey because of loss or damage to your car (other than a broken windscreen, window or sunroof) we will pay for reasonable expenses incurred by its occupants, up to a maximum of £100, for:

- emergency overnight accommodation; or
- alternative means of travel to complete their journey or return home.

For policyholders aged 55 years old or over at the time of the incident, we will also pay these amount if illness or injury to the driver or occupants prevents the completion of a journey.

Total Loss

When deciding whether your car is a total loss, we use the Association of British Insurers (ABI) Code of Practice for the Disposal of Motor Vehicle Salvage.

We alone will determine:

- when your car is deemed a total loss;
- the market value of your car; and where applicable;
- any salvage value of your car.

In the event that we deem your car a total loss, due to it being uneconomical to repair or subject to an unrecovered theft, we will, unless you qualify for a new replacement car benefit, offer an amount in settlement of the claim.

The insurance cover for your car will end when you accept that offer.

You will not receive a refund of premium if your insurance ends due to the total loss of your car, unless a recovery is made from a third party in full.

If your insurance covers more than one car, cover will remain in force for any cars that have not been declared a total loss.

If your car is owned by someone else, we will discuss the valuation and payments directly with the car owner rather than with you.

When we determine the value of your car, we will take into account any discount on the manufacturer's recommended retail price received at the point of purchase.

Our offer will not exceed the amount shown on the schedule.

Once we have made a payment, your car becomes our property unless we agree otherwise.

Cars subject to a finance agreement

If the market value we place upon your car is equal to or greater than the amount owed to the finance company, we will pay the finance company first and then settle the balance with the legal owner of your car.

If the market value placed upon your car is less than the amount owed to the finance company, we will pay the finance company the market value of your car. You may be required by the finance company to pay them the balance, subject to the terms of your agreement with them.

Cars subject to a lease / hire agreement – No legal right to title

If the market value we place upon your car is greater than the amount owed to the lease / hire company, we will pay them only the amount of the outstanding finance, which will settle the claim in full.

If the market value we place upon your car is less than the amount owed, the amount we pay to the lease / hire company will settle the claim, and you may be required by the lease / hire company to pay them the balance, subject to the terms of your agreement with them.

Cars subject to a lease / hire agreement – Legal right to title or proceeds of sale

We will pay the lease / hire company the market value of the car, which will settle the claim in full. Any transfer of legal title or distribution of the proceeds of the car should be taken up directly with the lease / hire company in line with the specific terms of your agreement.

Salvage

Where applicable, your car will have a salvage category placed upon it, in line with the ABI Code of Practice.

Only cars deemed eligible to go back on the road can be considered for retention. If retention is granted, the value of the salvage, as determined by us, will be deducted from the settlement.

At the point of payment the car will become our property unless we agree otherwise.

If your car has been subject to an insurance write off (total loss), you must be able to evidence the car has been restored to a roadworthy condition.

In the event of your car being subject to another claim, we will require documentary evidence of repairs and other documentation as we may require, to evidence, and to satisfy us, that your car has been maintained in a roadworthy condition, otherwise the valuation will be affected.

If we ask, you must send us your car registration document (V5c), MOT certificate (if applicable), the purchase receipt for the car, all keys and any other relevant documentation before we agree to settle the claim.

New car replacement

We will replace your car with a new one of the same make, model and specification (if one is available) if your car is less than one year old from the date of you buying it new and:

- the cost of repairing any damage (that is covered by this insurance) is more than 50% of the manufacturer's recommended retail price (including taxes); or
- it is lost by theft or is stolen and not recovered.

If a replacement car is not available, we will pay an amount equal to that which was paid when you bought your car or the current manufacturer's recommended retail price (including taxes), whichever is less. The lost or damaged car will then belong to us.

We will only provide this benefit if you ask for it and anyone who has a financial interest in the car agrees.

Courtesy car

Using our Approved Repairer Scheme entitles you to a courtesy car whilst your car is being repaired following an accident.

The courtesy car will be a small saloon and will be supplied at the first practical opportunity. It is not intended to be a like-for-like replacement but every reasonable effort will be made to meet special requirements, such as automatic transmission. It will be insured under this policy subject to all the terms and conditions, including any excess, except that it cannot be used outside the geographical limits.

The courtesy car is supplied free of charge and is intended to minimise the inconvenience whilst your car is being repaired. As the courtesy car is free, we reserve the right to withdraw it if there is an undue delay in the repair process, regardless of the cause. The courtesy car will then be reissued once the repair process commences.

Note: *All courtesy cars are subject to the driver meeting the terms and conditions of hire from the approved repairer.*

Part C: Replacement locks

If the keys of your car are lost or stolen we will pay the cost of replacing all affected locks provided we are satisfied that the identity or garage address of your car is known to any person who may have your keys.

The maximum we will pay is £500.

Exceptions to replacement locks

We will not make any payment if the keys were:

- taken without your consent by a member of your family or a person living in your household or
- left in or on your car.

What is not covered if a claim is made by you under Parts A, B or C:

We will not pay for:

- wear and tear or depreciation;
- mechanical fault or breakdown of any part;
- electrical fault or breakdown of any part;
- electronic failure;
- loss of the market value of your car following a repair;
- the amount of any repair or replacement which improves your car beyond its condition before the loss or damage occurred;
- damage to tyres unless caused by an accident;
- additional expense or loss of money arising from the loss of use of your car for any reason;
- any amount in excess of £500 in respect of permanently fitted audio, visual, telecommunication and electronic navigational equipment unless supplied as standard by the manufacturers of your car;
- loss or damage to your car arising out of:
 - a) deception of any kind;
 - b) repossession of your car, or
 - c) disposal of your car by local authorities.

Section 2: Liability to third parties

What is covered under this section.

Part A: Your liability to other people: Your Car

Driving your car

We will provide insurance for any accident you have while you are driving, using or in charge of your car or while you are loading or unloading it.

We will insure you for all amounts you may legally have to pay for causing death or injury to other people. The most we will pay for property damage is £20,000,000 for any claim or claims arising out of one incident.

We will pay up to £5,000,000 for any costs and expenses arising out of a claim or claims arising from one incident.

If there is a property-damage claim made against more than one person covered by this insurance, we will first deal with any claim made against you.

Part B: Your liability to other people: Driving other cars

Driving other cars

We will also provide the cover shown above (if this is shown on your Certificate of motor insurance), to drive any private car that you do not own and have not hired under a hire-purchase or leasing agreement - as long as you have the owner's permission to drive the car.

You are not insured against:

- any loss or damage to the car you are driving;
- any event which happens outside of the United Kingdom;
- any legal responsibility if you no longer have your car;
- any event which happens when this insurance is not in the name of an individual person;
- any legal responsibility unless the car is insured against third party road risks, in its own right; or
- releasing a car that has been seized by or on behalf of the police or any public or local authority.

What is not covered under Part B

We will not pay for the loss or damage to the car.

Part C: The liability of other people driving or using your car

Other people driving or using your car

In the same way you are insured, we will also cover the following people.

- Any person you allow to drive or use your car, as long as this is allowed by your current Certificate of motor insurance and has not been excluded by an endorsement, exception or condition.
- Any passenger who has an accident while travelling in or getting into or out of your car.

What is not covered under Parts A, B and C

We will not be liable:

- for loss or damage to any car or property belonging to (whether owned or rented) or in the care of any person insured under this section;
- or any claim or claims directly or indirectly caused by pollution or contamination except only to comply with the Road Traffic Acts;
- if the death or injury to any employee or any person insured under this section arises out of their employment unless we have to provide cover under Road Traffic Acts.

What is covered in addition if a claim occurs under this section

Legal costs

We will pay:

- Solicitor's fees for representation at a coroner's inquest or fatal injury or any court of summary jurisdiction; and
- all other reasonable costs and expenses incurred with our written consent (such consent not to be unreasonably withheld).

Emergency medical treatment

Where we must provide cover under the Road Traffic Act, we will pay for emergency medical treatment that is needed after an accident involving any car which this insurance covers.

This cover only applies in the United Kingdom and where we must provide it under the Road Traffic Acts

Section 3: Additional benefits

These benefits apply only if the claim arises in connection with a car for which you have comprehensive cover.

Part A: Personal possessions

You are not insured against:

- accident, fire, lightning or explosion;
- theft or attempted theft, or
- the taking of your car without your consent by a person other than;
- a member of your family, or
- a person living in your household

we will pay you or the owner of the possessions compensation up to a total of £100.

What is not covered

We will not pay for:

- money, stamps, tickets, documents and securities
- goods, samples or equipment carried in connection with any trade or business; or the theft of any personal possessions left unattended in your car unless your car is locked.

Part B: Personal accident

If you, the driver or any passenger travelling in your car is injured as a direct result of an accident involving your car which within 12 months results in their death or injury, we will pay the amount of benefit shown in the table below:

Item	Injury	Benefit
1	Death	£20,000
2	Loss of one or more limb	£20,000
3	Loss of sight in one or more eyes	£20,000

Definitions

1. **Loss of limb** – Total loss of use or loss of:
 - 1.1. A leg at or above the ankle; or
 - 1.2. An arm at or above the wrist
2. **Loss of sight** – Irrecoverable loss of all sight in an eye.

We will pay the injured person direct or to their personal representatives in the event of their death.

What is not covered

We will not pay:

- more than £20,000 to any one person following any one accident and if that person has more than one motor insurance policy with us, payment will be made under one policy only;
- if the injured person is aged 71 years old or over;
- if the number of passengers travelling in your car at the time of the accident is greater than the number of passengers your car is designed to carry; or
- if the driver at the time of the accident is found to have a higher level of alcohol or drugs in the blood than is prescribed in any legislation in force in the country where the accident occurred.

Part C: Medical expenses

If you, the driver or any passenger travelling in your car is injured in an accident involving your car, we will pay medical expenses incurred up to £500 for each person injured.

Section 4: No Claims Discount

No claims discount

For each claim during a single period of insurance, the No claims discount available at renewal will be reduced in accordance with our current step-back procedure scale as shown under the 'Protected No Claims Discount (PNCD)' section below.

If more than one car is covered by this insurance, we will assess the no claim discount as if each car was insured separately.

Providing there have been no prejudicial claim(s) in the current period of insurance; we will give you a further years no claims discount, as long as the insurance has been in force for 12 consecutive months.

You cannot transfer your no claims discount to another person.

Number of Years NCD	Average No Claims Discount in year	Average PNCD Cost
0	0%	N/A
1	30%	N/A
2	40%	N/A
3	50%	N/A
4	63%	14%
5	63%	14%
6	63%	14%
7	63%	14%
8	63%	14%
9	63%	14%
10	63%	14%

Protected no claims discount (PNCD)

PNCD is only available subject to the appropriate premium being paid. If your policy includes PNCD, this will be shown on your schedule.

No claims discount protection does not protect the overall price of your insurance policy. The price of your insurance policy may increase following an accident even if you were not at fault.

If you have this cover, protected no claims discount allows you to make up to two claims in any period of insurance before your number of no claims discount years falls. Please see the step-back procedure for details.

If your NCD at renewal is 3 years or less, you will not be able to protect your NCD for the forthcoming period of insurance.

Step-back Procedure	No Claims Discount at next renewal date <u>without</u> Protected NCD			No Claims Discount at next renewal date <u>with</u> Protected NCD				
	Prejudicial Claim(s) in the next 12 months			Prejudicial Claim(s) in the next 12 months				
Number of Years NCD at inception or latest renewal	none	1	2 or more claims	none	1	2	3	4 or more claims
0	1	0	0	N/A	N/A	N/A	N/A	N/A
1	2	0	0	N/A	N/A	N/A	N/A	N/A
2	3	0	0	N/A	N/A	N/A	N/A	N/A
3	4	1	0	N/A	N/A	N/A	N/A	N/A
4	5	2	0	5	4	4	2	0
5	6	2	0	6	5	5	2	0
6	7	2	0	7	6	6	2	0
7	8	2	0	8	7	7	2	0
8	9	2	0	9	8	8	2	0
9	10	2	0	10	9	9	2	0

N/A = Not applicable

Section 5: Motoring abroad

Cover provided

We will provide the following cover while you or any other driver covered by this policy and allowed to drive on your current certificate of motor insurance are using the car within the European Union and any other country which the Commission of the European Communities is satisfied has made arrangements under Article (8) of EC Directive 2009/103/EC relating to civil liabilities arising from the use of a motor vehicle.

Further information on the countries that follow the above EU directive can be found by visiting www.mib.org.uk.

Liabilities to third parties

We will cover your minimum legal liability to others. This cover is the minimum required to comply with the laws of compulsory insurance for motor vehicles of the country where the accident occurs.

Damage to your car

We will provide the cover shown on your schedule. There is no limit on the number of trips you make in any period of insurance but each trip must be for no more than 60 days.

This cover only applies if your visit to these countries is temporary and your permanent home is in the United Kingdom.

Extra cover

If you want to travel to any other country, or want to extend the 60-day limit on any one trip, you must contact us. If we agree to extend your cover, and you pay any extra premium that we ask for we will extend your insurance to apply in any country for which we have agreed to provide cover.

Customs duty and other charges

If your car suffers any loss or damage covered by this insurance, and your car is in any country for which we have agreed to provide cover we will:

- refund any customs duty you have to pay after temporarily importing your car into any of the countries where you have cover;
- refund any general average contributions and salvage charges you may have to pay while your car is being transported by a recognised sea route; and
- pay the cost of delivering your car to you at your address in the United Kingdom after the repairs have been made if your car cannot be driven because of any loss or damage.

Section 6: General provisions

(Note: This section is in three parts)

Part A: Car sharing

You can accept payments from passengers in your car if you are giving them a lift for social or other similar purposes. Accepting these payments will not affect your insurance cover if

- your car cannot carry more than nine people (including the driver);
- you are not carrying the passengers in the course of a business of carrying passengers; and
- the total of the payments you receive for the journey does not provide a profit.

Part B: Use by the motor trade or hotel attendants

We will continue to provide you (but no other person) with the cover under the policy whilst your car is in the custody or control of:

- a member of the motor trade for service or repair; or
- an attendant of a hotel, restaurant or car park for parking.

On the occasions this cover is used:

- General exception (driving and use) will not apply
- you will not be asked to pay the young or inexperienced drivers amount under Section 1 Part A

Part C: Car laid up and out of use

Restricted cover option

(Not available under third party only policies)

You can obtain a refund of part of the premium you have paid for this insurance if your car is laid up and out of use and in a secure place off the public road and by reducing your cover from Comprehensive or Third Party Fire and Theft to Fire and Theft Cover (Section 1 Part B) only.

We will return to you a proportion of the premium paid for the period that your cover is reduced provided that:

- the period is at least 28 days
- your car is not off the road due to an accident for which you are making a claim
- you return its Certificate of motor insurance.

General exceptions

These general exceptions apply to the Sections 1 to 6 only.

Your insurance does not cover you for:

Drivers and Use

Any legal responsibility, loss or damage (direct or indirect) arising while any car covered by this insurance is being:

- used for a purpose for which your car is not insured;
- driven by or is in the charge of anyone (including you) who is not mentioned on the Certificate of motor insurance as a person entitled to drive or who is excluded by an endorsement;
- driven by or is in the charge of anyone (including you) who is disqualified from driving, does not hold a valid driving licence in line with current law or has never held a licence to drive your car, does not keep to the conditions of their driving licence or is prevented by law from having a licence (unless they do not need a licence by law);
- used on any race track, race circuit or toll road without a speed limit (such as the Nurburgring);
- used for racing or pacemaking, used in any contest (apart from treasure hunts, road safety and non-competitive rallies); or speed trial or is involved in any rigorous reliability testing.

Construction and Use

Any legal responsibility, loss or damage (direct or indirect) arising while any car covered by this insurance is being used to carry:

- more passengers than the maximum seating capacity for your car as set by the car manufacturer; or
- passengers in a manner likely to affect the safe driving and control of your car; or
- any load which is greater than the maximum carrying capacity as set by the car manufacturer.

Airfields

Any legal responsibility, loss or damage (direct or indirect) arising while any car covered by this insurance is being used in or on a restricted area (areas to which the public do not have free vehicular access) of an airport, airfield or aerodrome. We will not pay for any claim concerning an aircraft within the boundary of the airport, airfield or aerodrome except where we need to provide the minimum insurance required by the Road Traffic Act.

Criminal Acts

We will not be liable for any legal responsibility for loss or damage (direct or indirect) caused whilst your car is used by anyone insured under this insurance:

- in the course or furtherance of a crime; or
- as a means of escape from, or avoidance of lawful apprehension.

Deliberate Acts

We will not be liable for any legal responsibility for loss or damage (direct or indirect) caused by a deliberate act or omission to act by anyone insured under this insurance.

Excess

The amount of any excess shown within this policy document and / or on your schedule.

Other Contracts

We will not be liable for any legal responsibility, loss or damage (direct or indirect) that:

- is also covered by any other insurance; or
- you have accepted under an agreement or contract unless you would have had that responsibility anyway.
- happens outside the United Kingdom, other than where we have agreed to provide cover. (Please refer to the Motoring Abroad section of this policy document).

Jurisdiction

Any proceedings brought against you, or judgment passed in any court outside the United Kingdom, unless the proceedings or judgment arises out of your car being used in a foreign country which we have agreed to extend this insurance to cover.

Earthquake, Riot War and Terrorism

We will not be liable for any legal responsibility, loss or damage (direct or indirect) caused by, contributed to or arising from:

- an earthquake; or
- the result of war, riot, civil commotion, revolution or any similar event elsewhere than in Great Britain, the Channel Islands or the Isle of Man (unless we need to provide cover to meet the minimum insurance needed by law);
- acts of terrorism, as defined in the UK Terrorism Act 2000, unless we need to provide the minimum insurance required by the Road Traffic Act.

Nuclear/Radioactive Contamination

We will not be liable for any legal responsibility, loss or damage (direct or indirect) caused by, contributed to or arising from:

- ionising radiation or contamination from any radioactive nuclear fuel, or from any nuclear waste from burning nuclear fuel;
- the radioactive, toxic, explosive or other dangerous property of any explosive nuclear equipment or nuclear part of that equipment;

Sonic Bangs

We will not be liable for any legal responsibility, loss or damage (direct or indirect) caused by, contributed to or arising from pressure waves caused by aircraft or other flying objects.

General conditions

These general exceptions apply to Sections 1 to 6 only.

Your responsibilities

We will only provide the cover described in this insurance if:

- anyone involved in or making a claim has met all the conditions in this document; and
- the information you or your appointed representative has provided to us is, as far as you know, correct and complete.

Your premium is based on the information you gave at the start of the insurance and when it is renewed. If you have failed to give us complete and accurate information, this could lead to us changing the terms of your policy, refusing your claim or the insurance not being valid.

You must, if requested, provide us with all relevant information and documentation in relation to this insurance.

The car must have an MOT (unless exempt), be taxed, insured and registered in the UK and you must:

- take all reasonable steps to protect your car from loss or damage;
- maintain your car in a roadworthy condition, and
- you must let us examine your car at any reasonable time.

Changes to your details.

You must tell us immediately about any changes to the information you have already provided. Please contact us if you are not sure if information is relevant. If you don't tell us about relevant changes, your insurance may not cover you fully, or at all.

Here are some examples of the changes you should tell us about:

- A change of car (including extra cars and any temporary cars).
 - All changes you or anyone else make to your car if these make your car different from the manufacturer's original specification (whether the changes are mechanical or cosmetic). This would include
 - Changes to the bodywork, such as spoilers or body kits,
 - Changes to suspension or brakes,
 - Cosmetic changes such as alloy wheels,
 - Changes affecting performance such as changes to the engine management system or exhaust system, and
 - Changes to the audio/entertainment system,
- Please be aware that this is not a full list of all possible changes- all changes made from the manufacturers standard specification must be disclosed.
- A change of address.
 - A change of job, including any part-time work by you or other drivers, a change in the type of business or having no work.
 - A change in the purpose for which you use your car.
 - A new main user of your car.
 - Details of any driver you have not told us about before, or who is not specifically entitled to drive by the Certificate of motor insurance or is excluded by an endorsement, but who you now want to drive.
 - Details of any motoring conviction, disqualification or fixed-penalty motoring offence of any person allowed to drive or of any prosecution pending (where a case is being investigated but there is no conviction yet) for any motor offence.
 - Details of any non-motor conviction or prosecution pending (where a case is being investigated but there is no conviction yet) for any person allowed to drive.
 - Details of any accident or loss (whether or not you make a claim) involving your car or that happens when you (or anyone who is entitled to drive under this insurance) are driving anyone else's car.
 - If any driver suffers from a disability or medical condition that must be revealed to the DVLA, whether or not the driving licence has been restricted.

Claim notification

After any loss, damage or accident you must give us full details of the incident as soon as possible.

You must send every communication about a claim (including any writ or summons) to us without delay and unanswered. You must also tell us if you know about any future prosecution, coroner's inquest or fatal accident inquiry involving anyone covered by this insurance.

You must give us any information, documentation and help we need to help us deal with your claim. We will only ask for this if it is relevant to your claim.

If you fail to notify us of a claim within a reasonable amount of time or otherwise prejudice our position, we reserve the right to seek recovery of any additional costs incurred due to your action or failure to act.

Claim requirements – rights and obligations

If a claim is made which you or anyone acting on your behalf knows is false, fraudulent, exaggerated, or provides false or stolen documents to support a claim we will not pay the claim and cover under this insurance will end.

If there are a number of claims for property damage arising out of any one cause, we may pay you up to the maximum amount due under Section 2 Liability to third parties. (We will take from this amount any amounts we have already paid as compensation.) When we pay this amount, we will withdraw from any further action connected with settling these claims. We will cover any legal costs and expenses paid with our permission, up to the time we withdraw from dealing with the claims.

You must not admit to, negotiate on or refuse any claim unless you have our permission.

We can:

- take over, carry out, defend or settle any claim; and
- take proceedings (which we will pay for, and for our own benefit) to recover any payment we have made under this insurance.

We will take this action in your name or in the name of anyone else covered by this insurance.

You, or the person whose name we use, must co-operate with us on any matter which affects this insurance.

If we refuse to provide cover because you have failed to provide information or provided incorrect information, but we have a legal responsibility to pay a claim under the Road Traffic Acts, we can settle the claim or judgment without affecting our position under this policy. We can recover any payments that we make from you.

If you fail to provide all requested information, documentation and evidence of claim damage, we reserve the right not to pay for damages under Section 1 Loss or damage to your car of this policy document.

Compulsory Insurance laws

If, under the law of any country which this insurance covers you in, we must settle a claim which we would not otherwise have paid, we may recover this amount from you or from the person who made the claim.

Arbitration

If we accept your claim, but disagree with the claim amount, the matter will be passed to an independent arbitrator (to whom we must both agree). When this happens, the arbitrator must make a decision before you can start proceedings against us.

Cancellation

If you change your mind – “14 Days Cooling off Period”

If you decide that you do not want this policy, you may cancel it without giving reason, by contacting us within 14 days after the start date of your cover, or after you receive your policy, whichever is later and declare your requirement to cancel.

We will make a charge equal to the period of cover you have had except where an incident has occurred which may give or has given rise to a total loss claim, from which we are unable to make a full recovery, in which case the full annual premium will be payable to us.

The 14 day period applies to new policies and the renewal of existing policies.

Outside “14 Days Cooling Off Period”

After the 14 days cooling off period, you may cancel this insurance by declaring to us, your requirement to cancel. If you have not made any claim in the current period of insurance, we will work out a proportional (pro-rata) charge plus insurance premium tax (IPT) for the time you have been covered by your insurance. We will then refund to you the amount we owe you subject to cancellation charge of £35 inclusive of IPT. If a claim (excluding glass damage) has been made from which we cannot make a recovery (non-fault), we will not give you a refund.

Where we may cancel your policy

We may cancel this insurance by sending seven days’ notice, in writing, to your last known address.

We will refund the proportional (pro-rate) amount of your premium which applies to the remaining period of the insurance subject to cancellation charge of £35 including IPT and pass this refund to you.

Your insurance may be cancelled because

- you have not paid when due, a premium on an instalment plan;
- you or anyone else covered by this insurance has not met the terms and conditions of the insurance;
- you have not provided documentation requested by us;
- you have not provided assistance requested by us;
- a change in your circumstances means we can no longer provide cover;
- you misrepresent or fail to disclose information that is relevant to your insurance; or
- you harass any member of our staff or show abusive or threatening behaviour towards them.

This is not an exhaustive list.

Misrepresentation

Where we identify misrepresentation, non-disclosure or fraud, or any attempt to gain an advantage under this insurance to which you are not entitled, we may apply one or more of the remedies listed below:

- Agree with you to amend your policy to record the correct information and apply any required change in premium, policy terms and conditions.
- Apply any administration costs.
- Reject or pay only a proportion of your claim.
- Cancel the policy.
- Void the policy (which means to treat the policy as though it never existed).
- Not return to you any premium paid.

Section 7. Motor Ichiban Legal Expenses Insurance policy

Introduction

Thank you for choosing BDElite Ltd. to provide your Motor Legal Expenses Insurance Policy, which is underwritten by Financial & Legal Insurance Company Limited. As a BDElite customer you now have legal expenses insurance to protect you in relation to the legal disputes set out in this Policy and to provide you with other benefits. A summary of the cover provided by this Policy is shown in your key facts document. You are entitled to cancel your Policy with a full premium refund within 14 days of it starting, provided that there have been no claims. Please see the cancellation condition under the Conditions.

Our Agreement

This insurance is a contract between us (Financial & Legal Insurance Company Limited) and you (the person shown in the Certificate of Insurance). This is a claims made policy which means that for there to be a valid claim under the Policy, claims must be reported to us during the Period of Insurance.

We will, subject to What IS Insured, What IS NOT Insured, the Claims Settlement Provisions and Conditions of this Policy, provide you with the insurance and benefits set out in this Policy and the Insured Incidents shown as Included in the Certificate of Insurance, in respect of claims reported during the Period of Insurance shown in the Certificate of Insurance and for any subsequent period for which we may accept a renewal premium.

The Policy, Certificate of Insurance and any endorsements must be read together as one document.

Signed on our behalf



Nick Garner, Chief Executive Officer
Financial & Legal Insurance Company Limited
□

The Meaning of Words in this Policy

Each of the words or terms shall have a specific meaning which applies wherever they appear in bold type in this Policy.

We/Us/Our

means Financial & Legal Insurance Company Limited.

You/Your

means the person or persons shown as the Policyholder in the Certificate of Insurance attached to this Policy.

Insured Vehicle

means any motor vehicle insured by the motor insurance policy with which this Insurance Policy is issued.

Insured Person

means You and any person who is authorised by You and is insured to drive the Insured Vehicle under the motor insurance policy with which this insurance Policy is issued, and any passenger in, on, getting into, out of or off the Insured Vehicle, provided that they have Your permission to claim under this Policy.

Appointed Representative

means the claim negotiator, or the lawyer or other suitably qualified person appointed by Us to act on behalf of the Insured Person in accordance with Our standard terms of appointment.

Costs and Expenses

means all necessary and reasonable:

- a. Fees, costs, disbursements and expenses charged by the **Appointed Representative** and agreed by **Us**.
- b. Opponent's costs in civil cases where the **Insured Person** is ordered to pay them or where **We** agree to pay them,

in pursuing or defending the claim including the costs of any appeal or defending an appeal, provided the Insured Person tells Us within the time limits and provided that We agree to the appeal.

Legal Proceedings

means a legal remedy for compensation.

Reasonable Prospects

means that in respect of each claim there is always more than a 50% chance of the **Insured Person** recovering damages, defending a claim or obtaining a legal remedy. This will be assessed by Us or the **Appointed Representative**.

What IS Insured

We will, subject to What IS NOT Insured, the Claims Settlement Provisions and Conditions of this Policy, provide the insurance in relation to the Insured Incidents shown as Included in the Certificate of Insurance and which are set out below.

Provided that:

1. **Reasonable Prospects** exist for the duration of the claim.
2. The claim is reported to **Us**:
 - a. during the Period of Insurance, and
 - b. immediately after the **Insured Person** became aware of circumstances which may give rise to a claim.
3. The **Insured Person** follows the advice provided to them by **Our** claims helpline.
4. The **Insured Person** seeks and continues to follow the advice from **Our** claims helpline.
5. During the course of any dispute from the date that the **Insured Person** became aware of the dispute and throughout the duration of the dispute the Insured Person keeps **Us** up to date with all developments and the **Insured Person** follows and continues to follow the advice from **Our** claims helpline.

We will not pay:

- a. In respect of any one claim and in total in any one Period of Insurance more than the relevant Limit of Liability and the annual aggregate limit shown in the Certificate of Insurance.
- b. The amount of any Excess shown in the Certificate of Insurance in respect of each claim.
- c. Any claim or incident that may lead to a claim, which the Insured Person knew about or ought reasonably to have known about before the start of this Policy.
- d. The first 10% of **Costs and Expenses** where the **Insured Person** chooses their own lawyer or other suitably qualified person in relation to a claim under this Policy.

Insured Incidents

1. Recovery of Losses when You are involved in a Motor Accident which is NOT Your Fault

If the **Insured Vehicle** is involved in a motor accident which is not the fault of the **Insured Person**, **We** will pay the **Costs and Expenses** in relation to the pursuit of **Legal Proceedings** against the party at fault in respect of any one claim for the recovery of losses not insured by **Your** motor insurance policy, in relation to:

- a. Damage to the **Insured Vehicle** and to personal property in it or properly secured on the **Insured Vehicle**.
- b. Pursuing a relevant local authority for damage caused to an **Insured Vehicle** on a public highway as a consequence of a pothole.
- c. Compensation for any death or bodily injury to the **Insured Person**.
- d. Recovery of **Your** excess under **Your** motor policy.
- e. The costs of hiring an alternative vehicle whilst the **Insured Vehicle** is un-driveable or unusable.
- f. The recovery of the **Insured Person's** loss of earnings.
- g. The provision of rehabilitation, if appropriate, to enable the **Insured Person** to recover more quickly.
- h. Reasonable attendance costs if the **Insured Person** needs to attend court in relation to a claim.
- i. The recovery of any other losses incurred by the **Insured Person** and which are not insured by **Your** motor insurance policy.
- j. Making a claim to the Motor Insurers Bureau where the party at fault is uninsured or cannot be traced.

2. Defence of a Criminal Prosecution of a Motoring Offence

We will pay the **Costs and Expenses** for defending an **Insured Person's** rights relating to the defence of a criminal prosecution of a motoring offence.

Provided that there is a genuine defence to the prosecution.

We will not pay for any claim relating to a prosecution connected with parking offences, driving without insurance, drink or drugs, racing, pace making, rallying, speed testing or any other form of competition.

3. Motor Vehicle Contract Disputes

We will pay the **Costs and Expenses** for the pursuit or defence of **Legal Proceedings** relating to an agreement or alleged agreement that **You** have entered into in relation to the use or ownership of the **Insured Vehicle**.

Provided that the amount in dispute exceeds the amount shown in the Certificate of Insurance.

We will not pay for any claim relating to an **Insured Person's** previous or current trade, business, occupation or profession.

4. Vehicle Cloning

We will pay the **Costs and Expenses** for defending an **Insured Person** in civil or criminal proceedings arising from the use of the **Insured Vehicle's** identity by a third party without permission.

Provided that the amount in dispute exceeds the amount shown in the Certificate of Insurance.

We will not pay:

- a. Where the **Insured's Vehicle** identity has been copied by somebody living with **You**.
- b. Where **You** did not take reasonable precautions against the **Insured's Vehicle** identity being copied without **Your** permission.

5. Illegal Clamping and Towing

We will pay the **Costs and Expenses** to pursue the recovery of illegal clamping or towing fees related to an **Insured Vehicle**.

Provided that the amount in dispute exceeds the amount shown in the Certificate of Insurance.

We will not pay:

- a. For any claim relating to damage inflicted upon the clamping device.
- b. Where the clamping or towing has been carried out lawfully.

6. Unenforceable Parking Fines

We will pay the **Costs and Expenses** for pursuing an appeal to the local authority or independent adjudicator against an unenforceable parking fine.

Provided that the amount in dispute exceeds the amount shown in the Certificate of Insurance.

7. Motor Insurance Database Disputes

We will pay the **Costs and Expenses** for representation of **Your** legal rights in a dispute with the police or other government agency in the event the **Insured Vehicle** is seized following a failure in the communications between **Your** insurer and the Motor Insurance Database resulting in incorrect information about **You** or the **Insured Vehicle** being recorded on the database.

Provided that the amount in dispute exceeds the amount shown in the Certificate of Insurance.

8. Licence Protection

We will pay the **Costs and Expenses** in relation to defending an **Insured Person's** legal rights following any notice served by a licensing authority which leads to the suspending, revoking, altering the terms of or refusal to renew **Your** driving licence or goods vehicle operator's licence.

We will not pay

- a. Any claim relating to an original application for a drivers licence or goods vehicle operator's licence.
- b. For any claim relating to a prosecution connected with parking offences, driving without insurance, drink or drugs, racing, pace making, rallying, speed testing or any other form of competition.

What IS NOT Insured

1. Small Claims Limit

Any claim for death or bodily injury which falls below the small claims limit (which is applicable at the time of claim being made) in the small claims court procedure in the County Court for England and Wales or Northern Ireland or the Sheriff's Court in Scotland. You can view the current limit(s) at www.financialandlegal.co.uk/smallclaimslimits or call us on **01204 567 480**.

2. Prior Claims

Any claim or incident which may lead to a claim and which the **Insured Person** knew about or ought reasonably to have known about before the start of this Policy.

3. Prior Costs and Costs and Expenses we do not Authorise

Any costs incurred before a claim is made and any **Costs and Expenses** which **We** do not authorise.

4. Dishonesty, Violence and Fraud

Any claim:

- (a) Involving actual or alleged dishonesty or violence by the **Insured Person**.
- (b) Or statement which is overstated, false or fraudulent.

We will have the right to refuse to pay a claim or to void this insurance from the date of the act.

5. Judicial Review, Mediation or Arbitration

Any claim directly or indirectly relating to or resulting from:

- (a) A judicial review.
- (b) Mediation or arbitration.

6. Bankruptcy, Liquidation or Receivership

Any claim where the **Insured Person** is bankrupt, in liquidation, has made an arrangement with his or

her creditors, has entered into a Deed of Arrangement or where part or all of the Insured Person's affairs or properties are in the care or control of a receiver or an administrator.

7. **Disqualified Drivers**

Where, at the date of the Insured Incident, the **Insured Person** has never held or has been disqualified from holding or obtaining a driving licence.

8. **Other Insurance**

Any **Costs and Expenses** which can be recovered by an **Insured Person** under any other insurance or which would have been covered if this insurance did not exist, except for any amount in excess of that which would have been payable under such insurance(s).

9. **Fines and Penalties**

Fines, damages or other penalties which the **Insured Person** is ordered to pay by a court or other authority.

10. **Disputes with Us**

Any claim against **Us** or BDElite.

11. **War Risks**

Any claim arising from any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, confiscation, requisition, terrorism or alleged acts of terrorism as set out in the Terrorism Act 2000 or damage to property by or under the authority of any government, public or local authority.

12. **Radioactive Contamination and Pressure Waves**

Any claim, which arises from or is directly or indirectly caused by, contributed to, by or arising from any of the following, or from any similar reaction or event:

- a. Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- b. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.
- c. Pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

13. **Territorial Limits**

Any claim:

- a. Where the dispute is pursued outside the jurisdiction of a court or other body within the United Kingdom, the Channel Islands or the Isle of Man.
- b. Which occurs:
 - Outside the European Union member countries in respect of Insured Incident 1. Recovery of Losses when **You** are involved in a Motor Accident which is **NOT Your Fault**.
 - Outside the United Kingdom, the Channel Islands or the Isle of Man in respect of Insured Incident 2. Defence of a Criminal Prosecution of a Motoring Offence, Insured Incident 3. Motor Vehicle Contract Disputes, Insured Incident 4. Vehicle Cloning, Insured Incident 5. Illegal Clamping and Towing, Insured Incident 6. Unenforceable Parking Fines, Insured Incident 7. Motor Insurance Database Disputes and Insured Incident 8. Licence Protection.
- c. Where the **Insured Person** permanently lives outside the United Kingdom, the Channel Islands or the Isle of Man.

Claim Settlement Provisions

1. **Reasonable Precautions**

The **Insured Person** must take all reasonable precautions to reduce or remove the risk of a claim and not take any deliberate acts, which will result in a claim.

2. **When You must report a claim to Us**

The **Insured Person** must tell **Us** immediately of any circumstances which may give rise to a claim.

3. **Acceptance of claim**

On receipt of the claim it will be assessed and dealt with by **Our** in house claims negotiators and, if appropriate and if Reasonable **Prospects** exist, **We** will then instruct an **Appointed Representative** to handle the claim on behalf of the **Insured Person**.

If there is a dispute as to whether **Reasonable Prospects** exist, **We** may require the **Insured Person**, at

the **Insured Person's** own expense, to obtain counsel's opinion as to the merits of the case. The costs will be refunded to the **Insured Person** if counsel's opinion shows clearly that there are merits in proceeding.

4. **Conduct of the Claim**

(i) **We** will be entitled:

- To have direct contact with the **Appointed Representative**.
- To take over and conduct in the **Insured Person's** name any claim or Legal Proceedings at any time and negotiate any claim on behalf of the **Insured Person**.
- To refuse to accept a claim or continue with a claim where the **Insured Person** does not take reasonable care not to make a misrepresentation or has failed to supply relevant information and supporting evidence to **Us** or the **Appointed Representative**.

(ii) What the **Insured Person** must do:

- Provide, at the **Insured Person's** own expense, the **Appointed Representative** and **Us** with any proof, evidence, certificates and assistance as **We** may reasonably ask for in connection with the claim, including proof as to whether Reasonable Prospects exist.
- Co-operate fully with the **Appointed Representative** and **Us** and provide, within a reasonable time avoiding any unnecessary delays, any relevant requested information and documentation in relation to the claim.
- Take all reasonable steps to recover **Costs and Expenses** and to minimise the amount payable under this Policy.
- Take all reasonable steps to resolve disputes which otherwise may give rise to a claim.
- Notify **Us** and the **Appointed Representative** immediately of any offer to settle a claim and of any payments into court.
- Tell the **Appointed Representative** to have **Costs and Expenses** taxed, assessed and audited at **Our** request.

(iii) What the **Insured Person** must not do:

- Withdraw from any claim or Legal Proceedings or withdraw instructions from **Us** or the **Appointed Representative**, without **Our** consent.
 - Pursue a claim in any way against the advice or instructions from **Us** or the **Appointed Representative**.
 - Incur any **Costs and Expenses** without **Our** consent or the consent of the **Appointed Representative**.
 - Agree to settle any claim on any basis or reject any offer to settle a claim, without **Our** consent or the consent of the **Appointed Representative**.
- We** will be entitled to be reimbursed by the **Insured Person** for any **Costs and Expenses** previously agreed or paid to or on behalf of the **Insured Person** if the **Insured Person** breaches any of the conditions in (ii) and (iii) above.

5. **Payment instead of pursuing or defending a claim**

At any time **We** will be entitled to pay the reasonable amount of damages claimed if in **Our** opinion this would be a more economic solution.

6. **Legal Proceedings**

Any Legal Proceedings must be dealt with in the jurisdiction of a court or tribunal in the United Kingdom, the Channel Islands or the Isle of Man.

7. **Choice of Appointed Representative**

If there is a conflict of interest, or if the claim is not settled by negotiation and it then becomes necessary to start court proceedings, only then will the **Insured Person** be entitled to choose their own lawyer for **Us** to instruct as the **Appointed Representative** to handle the claim.

If there is any dispute about the choice of lawyer **We** will ask the President of the relevant Law Society to choose a suitably qualified lawyer.

Where the **Insured Person** is entitled to choose their own lawyer or other suitably qualified person, **We** will not pay the first 10% of any **Costs and Expenses** charged by the **Insured Person's** own lawyer or suitably qualified person.

Conditions

1. Observance of Terms

Anyone making a claim under this Policy must have **Your** permission and observe the terms under this Policy.

2. Cancellation

You may cancel this Policy within 14 days of its inception and the premium paid will be returned provided that there have been no claims. Thereafter **You** may cancel the Policy at any time however no refund of premium will be available. If **You** wish to cancel the Policy **You** must contact **Your** insurance adviser.

We may cancel this Policy at any time provided that **We** give **You** 7 days notice of cancellation and there is a valid reason for doing so. Valid reasons for cancellation include, but are not limited to, fraud and dishonesty. Where **We** cancel this Policy no refund of premium will be available. If **We** cancel the Policy **We** will write to **You** at **Your** address shown in **Our** records.

3. Arbitration

Any dispute or difference of any kind between **Us** and an **Insured Person** will be referred to arbitration by a single arbitrator who will be either a barrister or solicitor. If the parties are unable to agree on the appointment of an arbitrator, all parties agree to accept an arbitrator nominated by the President of the Chartered Institute of Arbitrators. The arbitrator's decision will be final and binding on all parties and the unsuccessful party shall be responsible for any costs incurred by the successful party in the arbitration proceedings as well as their own costs.

4. Assignment

This insurance is between and binding upon **Us** and **You** and their respective successors in title, but this insurance may not otherwise be assigned by **You** without **Our** prior written consent.

5. Third Party Rights

Unless stated expressly in this insurance, nothing in this insurance will create any rights in favour of any person pursuant to the Contracts (Rights of Third Parties) Act 1999.

6. Waiver

If **We** or any **Insured Person** failed to exercise or enforce any rights conferred on them by this insurance, the failure to do so will not be deemed to be a waiver of, nor will it bar the exercise or enforcement of, such rights at any subsequent time.

7. Recoveries

We reserve the right, at **Our** own expenses, to take proceedings in the name of the **Insured Person** to recover any payment made under this Policy. If an **Insured Person** recovers **Costs and Expenses** previously paid under this Policy such **Costs and Expenses** must be repaid immediately to **Us**.

8. Governing Law

This Policy is subject to the law applicable to **Your** place of residence in the United Kingdom, the Isle of Man or the Channel Islands.

Data Protection

We take your data privacy seriously. How **We** use and look after the personal information is set out below.

BDElite Limited and Financial & Legal Insurance Ltd are the Joint Data Controllers and under this section **We/Us/Our** includes BDElite Ltd.

Information may be used by **Us**, agents and service providers for the purposes of insurance administration, underwriting, claims handling or for statistical purposes. The lawful basis for the processing is that it is necessary for **Us** to process **Your** personal information to administer **Your** policy of insurance and/or handle any insurance claim **You** may submit to **Us** under this Policy. The processing of **Your** personal data may also be necessary to comply with any legal obligation **We** may have and to protect **Your** interest during the course of any claim.

What we process and share

The personal data you have provided, **we** have collected from **you**, or **we** have received from third parties may include **your**:

- Name; date of birth, residential address and address history.
- Contact details such as email address and telephone numbers.
- Financial and employment details.
- Identifiers assigned to your computer or other internet connected device including your Internet Protocol (IP) address.
- Health or criminal conviction information.
- Vehicle or household details.
- Any information which **you** have provided in support of **your** insurance claim.

We may receive information about you from the following sources:

- **Your** insurance broker.
- From third parties such as credit reference agencies and fraud prevention agencies.
- From insurers, witnesses, the police (in regards to incidents) and solicitors, **Appointed Representatives**.
- Directly from **you**.

We will not pass **Your** information to any third parties except to enable **Us** to process **your** claim, prevent fraud and comply with legal and regulatory requirements. In which case **We** may need to share **Your** information with the following third parties within the EU:

- Solicitors or other Appointed Representatives.
- Underwriters, Reinsurers, Regulators and Authorised/Statutory Bodies.
- Fraud and crime prevention agencies, including the police.
- Other suppliers carrying out a service on Our, or Your behalf.

We will not use Your information for marketing further products or services to You or pass Your information on to any other organisation or person for sales and marketing purposes without Your consent.

Data Retention

We will hold your details for up to seven years after the expiry of your policy, complaint and/or claims settlement.

Your rights

Your personal data is protected by legal rights, which include your rights to:

- object to our processing of your personal data;
- request that your personal data is erased or corrected;
- request access to your personal data and data portability;
- complain to the Information Commissioner's Office, which regulates the processing of personal data.

You can request to see what data **We** hold on **You**, there is no charge for this service.

If **You** have any questions about **Our** privacy policy or the information **We** hold about **You** please contact **Us**.

How to make a Claim

If **You** need to make a claim You must report the incident to BDElite. Claims can be made either by phone on the Claim Helpline number 01204 567 567, or online via www.bdelite.co.uk, or via the BDElite App available on the App Store and Play Store.

If there is a claim which is covered by the Policy BDElite will obtain the relevant details from the **Insured Person**. If the claim is reported to **Us** during the Period of Insurance and is accepted and Reasonable Prospects exist, the claim will be handled by **Our** specialist claims unit or **We** will instruct an Appointed Representative or other suitably qualified representatives to act on behalf of the **Insured Person**.

Please note that:

- Any costs incurred before a claim is made and any costs, which are not authorised will not be insured by this Policy.
- Under this Policy there must be **Reasonable Prospects** for any claim to proceed.
- If there is any conflict of interest or if court proceedings are to be issued only then will the **Insured Person** be entitled to choose their own lawyer.

How to make a Complaint

Our aim is to provide a first class standard of service at all times. If **You** feel that **You** have been let down and **You** wish to raise a complaint relating to the sale of the Policy, please contact **Your** insurance adviser.

If **You** feel that **We** have let **You** down and **You** wish to raise a complaint, please contact the BDElite Ltd. Managing Director, Atria, Spa Road, Bolton, BL1 4AG. Please quote **Your** certificate number in all correspondence.

Our staff will attempt to resolve **Your** complaint immediately. Where this is not possible, **We** will acknowledge Your complaint within 5 business days of receipt. If the complaint is not resolved within 4 weeks of receipt, **We** will write to **You** and let **You** know what further action **We** will take. **We** will aim to issue a final response letter within 8 weeks of receipt, if this is not possible We will write to You to explain. Upon receipt of the letter, if **You** remain dissatisfied **You** may refer **Your** complaint to the Financial Ombudsman Service. **You** can contact the Financial Ombudsman Service at: Financial Ombudsman Service, Exchange Tower, London, E14 9SR.

The use of these facilities does not affect **Your** right to take legal action.

Under this section **We** and **Our** includes BDElite.

Financial Services Compensation Scheme

Financial & Legal Insurance Company Limited are covered by the Financial Services Compensation Scheme, established under the Financial Services and Markets Act 2000 (the "Compensation Scheme"). If Financial & Legal Insurance Company Limited are unable to meet their obligations under this Policy an Insured Person may be entitled to compensation from the Compensation Scheme.

IN THE EVENT OF AN ACCIDENT

Call our Japanese claims desk during office hours on

0370 010 8111

If your car is not roadworthy and/or immobilised and/or it is preventing the traffic and needs to be moved call our 24 hour helpline number (in English) on

01204 600283

Take photographs of damage to all cars and the scene of the accident, if safe to do so

Note the number of occupants in the other car(s)

Claims Helplines

During Office hours (Japanese speaking) 0370 010 8111

24 Hour (English speaking) 01204 600283

Windscreen helpline: (English speaking) 01246 226121

Aioi Nissay Dowa Europe

*Aioi Nissay Dowa Insurance UK Limited, registered in England and Wales No. 11105895.
Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority
and Prudential Regulation Authority No 816870. A member of the MS&AD Insurance Group*



Aioi Nissay Dowa Europe

Policy Booklet Reference: ICHIBAN 010821v.2