



PRIVATE CAR INSURANCE POLICY

XPEKT MOTOR

Private Car Insurance

About your motor insurance policy

Thank you for choosing this private car insurance policy issued by Xpekt Ltd under authority granted by certain Insurers who are Authorised and Regulated by the Financial Conduct Authority. Details of the Insurers are available on request.

You should have three documents: this policy booklet, a policy schedule and a certificate of motor insurance. You may also have an endorsement schedule and a windscreen disc if applicable. Please read all the documents carefully, taking note of any endorsements and also the exclusions, general exceptions and general conditions stated in this policy booklet. If the insurance described does not give you everything you need, please tell us immediately. These documents may be delivered electronically to you.

This Private Car Policy booklet and accompanying documents are evidence of a legally binding contract of insurance between you (the Insured) and us (Xpekt Limited under authority granted by certain Insurers). The contract is based on the information you provided on your signed proposal form, or statement of fact or statement of insurance and any other information given either verbally or in writing by you or on your behalf at the time you applied for insurance.

If the information provided by you is not accurate or complete, this policy may not be valid. If you have made any mistakes, please tell us at once.

If you have an accident call our 24 hour Claims Helpline:

0333 305 8120

Please call within 24 hours of the accident, but ideally within 1 hour.
You may be entitled to a FREE courtesy car, free collection and delivery, and we can provide a windscreen replacement service.

Contents of this Policy Booklet	Page No.
About your motor insurance policy	1
Important Customer Information	4 – 7
Accidents and claims	
<u>What to do if:</u>	
• you have an accident (or your vehicle catches fire)	4 - 6
• your vehicle is stolen	6
• your windscreen or window is broken	6
Keeping your policy up to date	
Making a change to your policy	7
Introduction to Your Policy	8
• Language	8
• Law which applies to this policy	8
• Cooling-off period	9
<u>Definitions and Information</u>	10 - 12
<u>What cover do you have?</u> – Guide to Policy Cover	13
<u>Section 1</u> - Loss or damage to your vehicle	14 - 19
• what you are covered for	14 - 15
• what we will do if you make a claim	15 - 16
• what you are not covered for	17 - 20
<u>Section 2</u> - Broken windows and windscreens	21
<u>Section 3</u> - Liability to other people	22 - 24
• what you are covered for	22
• what cover we give for other people	23
• what you and other people are not covered for	24 - 25
<u>Section 4</u> - Legal costs	26

Contents of this Policy Booklet (continued)**Page No.**

<u>Section 5</u> - Accidents to you or your husband or wife or civil partner	27
<u>Section 6</u> - Personal belongings	28
<u>Section 7</u> - Medical expenses	29
<u>Section 8</u> - No claim discount	30 - 31
<u>Section 9</u> – Territorial limits and using your vehicle abroad	32
General exceptions	33 - 34
General conditions	35 - 39
Data Protection and Sharing Information with Other Organisations	40 - 42
Complaints procedure	43
Telephone numbers to call in the event of an accident	44

Important Customer Information

What to do if you have an accident

Contact us

CALL 0333 305 8120

To obtain immediate assistance at the roadside call our Roadside Priority Claims Helpline on 0333 305 8120.

Our UK based, experienced advisors will take initial claim details and discuss recovery of your vehicle.

ACCIDENT ABROAD? CALL 0044 1702 455380

Please call within 24 hours of the accident, but ideally within 1 hour. This is regardless of whether you wish to make a claim under the policy or not. Delay in notification of an incident to us may invalidate your right to claim. Please quote your policy number and give all relevant information about the incident. If your claim is due to theft, attempted theft or vandalism you must also inform the Police and obtain a crime reference number.

Benefits of an immediate call

Calling us straightaway provides you with benefits which may include the following (dependant on the level of policy cover you have):

- FREE courtesy vehicle if you use an approved repairer, (subject to your vehicle being repairable and availability)
- FREE collection and re-delivery
- FREE vehicle wash and clean
- All approved repairer work guaranteed for three years
- Windscreen repair/replacement

We will deal with your claim and claims made against you, as quickly and fairly as possible. Please read the Claims Conditions under Section 1 and General Conditions in this policy booklet.

For our joint protection telephone calls may be recorded and monitored by us.

What to do if

General Advice

If you are involved in an accident:

- Stop and give your name, address and the registration number of your vehicle, together with your insurance details, to the other driver or drivers.
- You must report the accident to the Police within 24 hours at the latest if anyone is injured.
- Note the names, addresses, vehicle and insurance details of all the other people involved, including any witnesses.
- Make a sketch plan of the accident scene.
- Do not admit responsibility for the accident or make any offer of payment without seeking our advice.
- If requested by us fill in and send to us a Motor Accident Report Form. These forms can be obtained by contacting our 24 Hour Claims Helpline.

Repairing your vehicle

If your vehicle is damaged and the damage is covered by your policy, you should use our nation-wide network of approved repairers. Each approved repairer will:

- Collect and deliver your vehicle free of charge.
- Have authority to proceed with repairs quickly.
- Clean your vehicle after the repair.
- Guarantee all approved repairer work for three years.

Courtesy Car

If damage to your vehicle is covered by this policy and you use our approved repairer, you may be offered a courtesy car during the period of repair, subject to availability. A courtesy car will not be provided in the event of your vehicle being a total loss or if it is stolen.

If you have to pay an excess and/or VAT

If you have to pay an excess, we will ask the repairer to collect this from you when the repair is finished. The repairer will also ask you to pay any VAT if you are registered for VAT.

Somebody claims against you

Send all letters and other correspondence to us as quickly as possible so that we can deal with them for you. Always quote your claim or policy number.

Remember, do not admit responsibility for the accident or make any offer of payment without seeking our advice.

Police Prosecutions

You must let us know at once if you receive notice of any possible prosecution because of an accident. It would also help us to know if other people involved in the accident will be prosecuted.

If your vehicle is stolen

Tell the Police

Please tell the Police as soon as you discover the loss and make a note of the crime reference and station concerned.

The waiting period

There will be a period of time during which the Police will try to find your vehicle. We will commence claims investigations immediately but if the vehicle is not recovered within a reasonable period, or the vehicle is recovered damaged, we will consider settlement of your claim on the basis described in Section 1 – Loss or Damage to your vehicle.

The windscreen or a window is damaged or broken

Glass claims

You can call our 24 Hour Claims Helpline on 0333 305 8120 to be connected to our preferred suppliers. You will need to show the suppliers your Certificate of motor insurance before work starts. If you have windscreen cover and the glass is replaced or repaired, you will only need to pay the excess referred to in Section 2 of this policy – Broken windows and windscreens and we will pay the windscreen company the balance of the bill direct.

Making a change to your policy

Notification of changes that may affect your insurance.

To keep your insurance up to date, please inform us straight away via your insurance broker or adviser about changes which may affect your cover.

Some examples are: -

- A change of vehicle, or you have purchased another vehicle to which you want your existing cover to apply.
- You wish a new driver to be covered
- Your or any other driver passes their test.
- Someone who drives the vehicle gets a motoring conviction or fixed penalty endorsement or suffers from a medical condition or has a claim on another policy.
- The vehicle is changed or modified from the manufacturer's standard specification or you intend to change or modify it (including the addition of optional fit accessories such as spoilers, skirts, alloy wheels etc.)
- A change of occupation (full or part-time) by you or any other driver
- A change of postal address
- A change of address at which the vehicle is kept.
- A change of garaging facility/where the vehicle is normally left overnight
- A change in use of the vehicle
- The vehicle is involved in an accident no matter how trivial
- A change of the main user of the vehicle
- If the vehicle is likely to exceed the annual mileage declared at the commencement or renewal of the of the policy for which you may have received a premium discount.

This is not a full list and if you are in doubt you should advise your insurance broker or adviser for your own protection. If you do not tell us about changes, your insurance may not cover you fully or at all.

Some changes may mean we need to alter your premium. Your insurance broker or adviser will tell you if this happens.

Introduction to Your Policy

Welcome to this Xpekt Motor private car insurance policy issued and administered by Xpekt Ltd under authority granted by certain Insurers who are Authorised and Regulated by the Financial Conduct Authority. Details of the Insurers are available on request.

This policy booklet and accompanying documents are evidence of a legally binding contract of insurance between you (the Insured) and us (Xpekt Limited under authority granted by certain Insurers). The contract is based on the information you provided on your signed proposal form, or statement of fact or statement of insurance and any other information given either verbally or in writing by you or on your behalf at the time you applied for insurance.

You must read this policy, the policy schedule and the certificate of motor insurance together. The policy schedule tells you which sections of the policy apply. Please check all three documents carefully to make certain they give you the cover you want.

We have agreed to insure you against liability loss or damage that may occur within the territorial limits of the policy during any period of insurance for which you have paid, or agreed to pay the premium. The cover we provide is subject to the terms, conditions and exceptions contained in this policy booklet or in any endorsement applying to this policy.

Nobody other than you (the Insured) and us (Xpekt Limited under authority granted by certain Insurers) has any rights that they can enforce under this contract except for those rights that they have under road traffic law in any country in which this insurance applies.

Unless specifically agreed otherwise, this insurance shall be subject to English Law. The terms and conditions of this policy and all other information concerning this insurance are communicated to you in the English language and we undertake to communicate in this language for the duration of the policy.



Colin Hart
Managing Director
Xpekt Limited
Authorised Signatory on behalf of the Insurers,

Several Liabilities Notice

The obligations of the Insurers and its co-insurers under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of each insurer's individual subscription. If one of the insurers does not for any reason satisfy all or part of its obligations the other insurers will not be responsible for the defaulting insurer's obligations.

The Financial Services Compensation Scheme covers this policy. You may be entitled to compensation from this scheme if we cannot meet our liabilities under this policy. Further information about compensation scheme arrangements is available at www.fscs.org.uk or by telephoning 0207 741 4100.

This policy is arranged through Xpekt Ltd.

Xpekt Ltd, company number 07857938 registered in England and Wales. Registered address: Swift House, Ground Floor, 18 Hoffmanns Way, Chelmsford, Essex, CM1 1GU.

Cooling-off Period

If this insurance does not meet your requirements, you have a 14 day period from the date you received the documentation during which you may cancel the policy. We will make a pro-rata premium charge for the number of days you have been on cover. This charge will be subject in addition to a policy set up fee of £25 plus Insurance Premium Tax (IPT).

The full annual premium will be charged should your vehicle become the subject of a claim during the Cooling-off Period.

Definitions and information

The words or phrases shown below have the same meaning whenever they appear in this policy booklet or in the **certificate of motor insurance, policy schedule or endorsements**. So that **you** can easily identify these words and phrases they are shown in bold print throughout this policy booklet.

Approved repairer

A motor vehicle repairer which is a member of **our approved repairer** network and is authorised by **us** or **our** representative to repair **your vehicle** following a valid claim under Section 1 of this insurance.

Certificate of motor insurance

The document which gives evidence that **you** have a motor insurance policy which meets relevant road traffic laws. It also shows:

- The number of **your** policy.
- The registration number of **your vehicle**.
- **Your** name as the policyholder.
- The period of **cover**.
- Who may drive **your vehicle**.
- Whether **you** have **cover** to drive a vehicle other than **your vehicle**.
- The limitations as to the use of the vehicle which **we** have agreed.

Cover/covered

The insurance we will provide/that is provided under the policy.

Endorsement

A wording which changes the insurance in this policy.

Endorsement Schedule

The document headed **Endorsement Schedule** which may be provided with this policy booklet. It shows the wordings of any **endorsements** which apply to this policy.

Excess

The first part of a claim which **you** must pay. Sometimes, more than one **excess** can apply, in which case we add them together. Ask **your** insurance broker or adviser for more details of the total **excess** which may apply.

Information and Statements

The **information and statements you** have given to **us** when asking **us** to insure **you**. This will include any **proposal form** or **statement of insurance/statement of fact** completed by **you** or on **your** behalf.

Market value

The cost of replacing **your vehicle** with one of a similar age, type and condition. We use publications such as Glass' Guide and may ask independent motor engineers to help with our total loss valuations.

Period of insurance

The period between the effective date and expiry date shown on the **policy schedule** and any subsequent period for which we accept renewal of the insurance.

Policy schedule

The document headed **policy schedule** which is provided with this policy booklet and shows:

- **Your** details.
- The details and registration number of **your vehicle**.
- The period of **cover**.
- The type of **cover**, whether comprehensive, third party fire and theft or third party only.
- Any **endorsements** which apply.

Proposal form

The application for insurance and declaration completed by **you** or on **your** behalf. **We** have relied on the **information and statements** provided on this form in entering into this contract of insurance.

**Statement of Insurance/
Statement of Fact**

The form that shows the **information and statements** that **you** gave **us** or that were given on **your** behalf at the time **you** applied for insurance. **We** have relied on the **information and statements** provided on this form in entering into this contract of insurance.

We, us, our

Xpekt Limited under authority granted on behalf of certain Insurers who are authorised & regulated by the Financial Conduct Authority. Details of the Insurers are available upon request.

You, your

The person named as the policyholder in the **policy schedule**.

Your vehicle

The vehicle described in the **policy schedule** and any other vehicle for which details have been supplied to **us** and an effective **Certificate of motor insurance** (and/or a windscreen disc if applicable) specifying the registration mark has been issued to **you**.

What cover do you have?

Your policy schedule shows what **cover you** have paid for or agreed to pay for.

Comprehensive	If your cover is comprehensive, <u>all sections of this policy booklet</u> apply.
This Party Fire and Theft	If your cover is third party fire and theft, the sections of this policy booklet which apply are: <ul style="list-style-type: none">• <u>Section 1</u>, but only if the loss or damage is caused by fire, lightning, explosion, theft of attempted theft; and• <u>Sections 3, 4, 8 and 9</u>.
Third Party Only	If your cover is third party only, the sections of this policy booklet which apply are: <ul style="list-style-type: none">• <u>Sections 3, 4, 8 and 9</u>.

The General Exceptions and General Conditions of this Xpekt Motor Private Car Insurance Policy apply to all levels of **cover**.

Cover is subject to any **endorsement** shown on **your policy schedule** and **endorsement schedule**.

Section 1 - Loss or damage to your vehicle

What you are covered for

We will:

Loss or damage	<p>Cover you for loss or damage to your vehicle, including loss or damage caused by:</p> <ul style="list-style-type: none"> • Fire, lightning or explosion, and • Theft or attempted theft.
Accessories	<p>Include motoring equipment kept in or on your vehicle which has been specifically designed for use with your vehicle. This does not include audio and visual equipment, satellite navigation equipment, caravans or any other form of trailer.</p>
Audio and Visual Equipment	<p>Pay up to £250 for loss or damage to audio and visual equipment permanently fitted to your vehicle. This limit will not apply to audio and visual equipment originally fitted by or supplied by the vehicle manufacturer.</p>
Locks	<p>Pay up to £500 for the cost of replacing the door locks, ignition system and/or steering lock if your vehicle keys and/or vehicle ignition activation device and/or central locking transmitter are stolen provided we are satisfied that the identity of your vehicle is likely to be known to any person who may have such items.</p>
New for Old	<p>Offer to replace your vehicle with a new one of the same make, model and specification if it is less than 12 months old from the date it was first registered as new in your name and:</p> <ul style="list-style-type: none"> • It sustains damage for which the cost of repairs would be greater than 60% of the manufacturer's recommended retail price, including taxes, or • It is stolen and not recovered.

Section 1 - Loss or damage to your vehicle (continued)

New for old limitations

This 'new for old' **cover** only applies if:

- **Your vehicle** is owned by **you** and not registered in the name of a company; and
- **You** request it and everyone with an interest in the vehicle agrees; and
- **We** are able to replace **your vehicle** in the UK with a vehicle of the same make, model and specification; and
- **Your vehicle** is not the subject of a financial arrangement other than a hire purchase agreement; and
- **Your vehicle** has covered less than 10,000 miles.

If **we** replace **your vehicle**, **we** will then own **your** old vehicle.

If **we** cannot replace **your vehicle**, **we** will pay compensation as described elsewhere in this section.

What we will do if you make a claim

Claim procedure

You must tell **us** about any damage **you** are going to claim for. Repairs are normally undertaken by **our approved repairer**. In circumstances where **you** decide not to utilize **our approved repairer** **we** will authorise repairs only if the estimate for repairs is reasonable. If **we** believe the estimate is unreasonable **we** may at **our** option settle the claim for repairs to **your vehicle** by paying the amount quoted by **our approved repairer** less the **excess** which applies to this policy.

If **we** ask to examine driving licences and vehicle documentation before agreeing to settle a claim under this policy, **you** must supply this documentation before **we** can proceed with the settlement.

Any indication of a claim against **you** must be notified to **us** as soon as possible. Any writ or notification of civil or criminal proceedings should be sent to **us** by recorded delivery immediately.

We shall be entitled to take over and conduct the defence or settlement of any claim or prosecute any claim in the name of any person **covered** by this insurance.

No admission of liability, payment or promise of payment shall be made or given by **you** or any person on **your** behalf. No proceedings may be commenced against, or settlement accepted from, any other party without **our** written consent.

We shall have discretion in the conduct of any proceedings or in the settlement of any claim.

You must give **us** whatever co-operation, information and assistance **we** require in dealing with any claim under this policy.

Compensation

We will decide whether to repair or replace **your vehicle**, or pay in cash for loss or damage to **your vehicle**. A repairer can use parts that have not been produced by the vehicle manufacturer. Whatever **we** decide, **we** will not pay more than the **market value** of **your vehicle** at the time of the loss or damage.

If **your vehicle** is uneconomical to repair and is declared a total loss, **we** reserve the right to move it to a place of free and safe storage pending settlement of **your** claim. What is left of the vehicle will become **our** property and **we** will not return **your** premium for the rest of that **period of insurance**

If **we** cannot repair or replace a damaged part or accessory, **we** will pay **you** the manufacturer's last listed price.

Accident recovery and protection

If **your vehicle** sustains damage **covered** by this section and cannot be driven after an accident, **we** will pay the reasonable cost of protecting it or taking it to the nearest repairer or to a safe place. **You** must not drive **your vehicle** if this will increase the damage. If necessary, **we** will also pay the reasonable costs of delivering **your vehicle** to **your** home address after it has been repaired.

Hire Purchase and Financial Agreement

If **we** know that **your vehicle** is the subject of a hire purchase or other similar agreement with a finance company and is declared to be a total loss, **we** will make any payment to the owner described in that agreement. **We** will not be liable for any other costs after this.

Section 1 - Loss or damage to your vehicle (continued)

What you are not covered for

We will not pay:

Audio and Visual Equipment	For audio and visual equipment unless it is permanently fitted to your vehicle or supplied by the vehicle manufacturer.
Audio and Visual Accessories and Telephones	For digital visual discs, compact discs, telephone systems, telephone accessories and satellite navigation equipment.
Breakdowns	For any mechanical, electrical, electronic, computer or computer software breakdown, failure, fault or breakage.
Confiscation	For any loss or damage caused by the confiscation or requisition or destruction by or under the order of any government or public or local authority.
Excess	The amount, or amounts, shown in the policy schedule and/or the endorsement schedule , and referred to as the excess . This will apply to each claim for damage to your vehicle . Any amount shown will be additional to any excess applying as shown below.
Excess Compulsory	The amounts shown below apply to each claim for damage to your vehicle when it is being driven by: <ul style="list-style-type: none"> • Any person aged under 21 £500 • Any person aged 21 to 24 £250 • Any person aged 25 or over who has not held a full driving license issued in Great Britain or Northern Ireland, the Isle of Man or the Channel Islands for more than 12 months immediately before the damage £250

This is in addition to any other excesses that you may have to pay.

Section 1 - Loss or damage to your vehicle (continued)

What you are not covered for

We will not pay:

Excess Compulsory Continued

These **excesses** will not apply:

- When **your vehicle** is in the hands of the motor trade to be serviced or repaired;
- To any claim dealt with under Section 2 – Broken Windows and Windscreens.

Deception

For loss, damage or refund money from the sale of **your vehicle** through someone pretending to be a buyer or that person's agent.

Depreciation

For any loss in value of **your vehicle**.

Deliberate Damage

For loss or damage to **your vehicle** as a result of road rage or deliberate act caused by **you** or any person who is **covered** to drive **your vehicle**.

Improving your Vehicle

For repairs or replacements which improve **your vehicle** beyond its condition before the loss or damage happened.

Section 1 - Loss or damage to your vehicle (continued)

What you are not covered for

	We will not pay:
Securing your Vehicle	<p>For loss or damage to your vehicle arising from theft or attempted theft when you are not in your vehicle and:</p> <ol style="list-style-type: none">1. ignition keys have been left in or on your vehicle, or2. your vehicle has not been secured by means of door and boot lock; or3. any window or any form of sliding or removable roof or hood have been left open or unlocked; or4. your vehicle is fitted with a manufacturer's standard security device and the device is not operational or is not in use;
Indirect Losses	<p>Indirect losses which result from the incident that caused you to claim, for example, we will not pay compensation for you not being able to use your vehicle.</p>
Loss of Value following repairs	<p>For any reduction in the market value of your vehicle which results from repairs to the vehicle.</p>
Modifications	<p>For loss or damage to any modifications to your vehicle unless they form part of the manufacturer's standard specification or are optional extras that you have disclosed to us and we have agreed to cover. (Note: for cover to be effective under the policy all vehicle modifications must have been disclosed to and accepted by us).</p>
Repossession	<p>For loss or damage to your vehicle resulting from it being repossessed by its rightful owner.</p>
Security Device	<p>For loss or damage to your vehicle if a security system and/or tracking device which we have required you to use has not been set, is not in full working order or any network subscription for the maintenance contract of the system and/or air time is not current at the time of any loss.</p>
Unauthorised Use	<p>For loss or damage to your vehicle as a result of your employee or a member of your immediate family or a person living in your home taking or using your vehicle without your permission.</p>

Section 1 - Loss or damage to your vehicle (continued)

What you are not covered for

We will not pay:

Sonic Bangs	For loss or damage to your vehicle caused directly by pressure waves from aircraft or other aerial devices travelling at sonic or supersonic speeds.
Tyres	For damage to tyres caused by braking or by cuts, punctures or bursts.
Wear and Tear	For wear and tear.
Misfuelling	For loss or damage caused by an inappropriate type or grade of fuel being used.

Section 2 - Broken windows and windscreens

What you are covered for

We will pay:

Glass

- Up to £250 to replace or repair broken glass in the front windscreen, side and rear windows and sun-roof of **your vehicle** excepting that the limit will not apply if **our** preferred suppliers are used. (See below for the contact telephone number for **our** preferred glass supplier)
- For repairing any scratched bodywork which has been caused directly by the broken glass.

What you are not covered for

We will not pay for:

Excess

The first £80 of each claim for replacing windows or glass. Or the first £10 of each claim if the glass is repaired and not replaced.

Panoramic Roof Panels

Damage to any fixed panoramic glass roof panels which are an integral part of the body structure of **your vehicle**.

**To arrange repair or replacement of broken glass
CALL THE 24 HOUR GLASS HELPLINE ON 0333 305 8120**

Section 3 - Liability to other people

What you are covered for

We will:

Your responsibility

Cover you for legal liability if **you** have an accident involving **your vehicle** in which:

- another person is injured or dies;
- **You** damage the property of other people.

Driving other motor cars

Provide the same **cover** if **your certificate of motor insurance** states that **you** may drive a motor car other than **your vehicle**. **We** will do this provided that: the motor car being driven is not owned or registered by **you**; and

- The motor car being driven is registered and used within the territorial limits of Great Britain, Northern Ireland, the Isle of Man or the Channel Islands; and
- The motor car is not hired to **you** under a hire purchase agreement or financial arrangement; and
- **You** have the permission of the owner to drive that other motor car; and
- There is other insurance in force covering the other motor car but this does not permit driving by **you**; and
- **Your vehicle** is not the subject of a claim for which **we** have agreed a payment for total loss as described in Section 1 – Loss or damage to **your vehicle** – Compensation; and
- The motor car to be driven has not been seized by, or on behalf of, any government or public authority.

Towing

Provide **cover** while **your vehicle** is being used to tow a caravan, a trailer or a vehicle which has broken down, but only if the tow being made is without reward and in accordance with the relevant law.

Section 3 - Liability to other people (continued)

What cover we give for other people

We will also:

Other people

Cover the following persons for their legal liability if they have an accident involving **your vehicle**:

- Any person allowed on the **certificate of motor insurance** to drive **your vehicle**, provided they have **your** permission;
- Any person who is using (but not driving) **your vehicle** with **your** permission for social, domestic and pleasure purposes;
- If **you** ask **us** to do so, any person who is a passenger travelling in, or getting in and out of, **your vehicle**.

Your employer

Cover your employer or business partner provided that:

- The vehicle being driven is **your vehicle** and does not belong to and is not the subject of a financial arrangement entered into by **your** employer or business partner; and
- The vehicle is being driven within the use allowed by the **certificate of motor insurance**; and
- This policy is in the name of an individual or partnership.

Section 3 - Liability to other people (continued)

What you and other people are not covered for

We will not:

Limit of liability –
property damage

Provide **cover** for damage to the property of other people for any amount greater than £20,000,000 (twenty million pounds) in respect of any one claim or series of claims arising from one event caused by and arising in connection with **your vehicle**.

Limit of liability –
claimants' costs

Provide **cover** for claimants' costs for any amount greater than £5,000,000 (five million pounds) in respect of any one claim or series of claims arising from one event caused by and arising in connection with **your vehicle**.

Persons - exceptions

Provide **cover** for anyone:

- Who is **covered** by other insurance.
- Insured by this policy who does not keep to the conditions of this insurance.
- Driving **your vehicle** without **your** permission.
- Using **your vehicle** for their business or employment.
- Causing the death of or bodily injury to anyone which arises out of and is in the course of that person's employment by the person claiming except where it is necessary to meet the requirement of the Road Traffic Acts.
- For death or bodily injury to any person being carried in or on any trailer or caravan, or
- If a person who was not driving makes a claim and he/she knew that the person driving did not hold a valid driving licence.

Section 3 - Liability to other people (continued)

What you and other people are not covered for

We will not:

Loss or damage
exclusions

Pay for loss or damage:

- To **your vehicle**;
- To any caravan, trailer or other vehicle which is being towed by, or attached to, **your vehicle**;
- To anything which either is being carried in or on **your vehicle**, or is being carried in or on any caravan, trailer or other vehicle which is being towed by or attached to **your vehicle**;
- To any property owned by, or in the possession of, or in the care of any person who claims the benefit of **cover** under this section.

Pollution risk

Provide **cover** for any claim in respect of pollution or contamination unless it is caused by a sudden, identifiable, unexpected and accidental incident which happens during the period of this insurance and has arisen in connection with **your vehicle**;

Provide **cover** for an amount greater than £1,000,000 (one million pounds) for any one claim or series of claims arising from one event in respect of pollution or contamination.

Section 4 - Legal costs

What you are covered for

We will pay:

If **you** or any person entitled to **cover** is involved in an accident which may lead to a claim under this policy by another person:

- For the cost of legal services which **we** arrange to defend a charge of manslaughter or causing death by dangerous or careless driving;
- The fees of any lawyer **we** appoint to represent **you**, or any person who is entitled to **cover**, at any Coroner's inquest or fatal accident inquiry;
- Other legal costs and expenses provided **we** agree them beforehand.

If **we** agree to pay these costs under this policy, the choice and appointment of legal representation and the extent of any assistance that **we** provide will be entirely at **our** discretion. There will be no agreement to pay these costs unless **we** have confirmed this to **you** in writing.

What you are not covered for

We will not:

Provide **cover** for:

- Any legal representation if **you** are pleading guilty or if **you** want to defend any charge against the advice of the lawyer appointed;
- Any Appeal Court costs;
- Any legal representation which **you** arrange.

Section 5 - Accidents involving you or your husband or wife or civil partner

What you are covered for

We will:

Pay £2500 if **you** and/or **your** husband or wife or civil partner are injured or die within three months of an accident involving any private motor car **you** are travelling in or getting into or out of. The accident must also be the only cause of injury which results in:

- Death;
- Total and permanent loss of sight in one or both eyes;
- Amputation of one or more limbs at or above the wrist or ankle.

What you are not covered for

We will not:

Provide **cover** for any injury which is:

- Self-inflicted, or caused by taking alcohol or drugs;
- Caused by a natural disease or weakness, or by something **you** have inhaled or eaten;
- Caused by medical or surgical treatment, unless the treatment was for an injury **you** have claimed for;
- Caused by failure to use a seatbelt when required to do so by a relevant law;
- Pay more than £2500 to any one person or £5000 in all;
- Pay from more than one policy **you** hold with **us**.

Section 6 - Personal belongings

What you are covered for

We will pay:

Up to a total of £100 for personal belongings in or on **your vehicle** if they are lost or damaged because of accident, fire or theft.

What you are not covered for

We will not pay for:

- Audio cassettes, digital visual discs, compact discs, money, securities, jewellery, satellite navigation equipment, telephones and/or telephone accessories;
- Anything carried in or on **your vehicle** in connection with **your** work;
- Anything insured under another policy;
- Any belongings if **your vehicle** is an open top or convertible type vehicle unless **you** keep the belongings in a locked boot.

Section 7 - Medical expenses

What you are covered for

We will:

Refund medical expenses of up to £100 for each person, if **you** or any passenger is injured as a result of an accident involving **your vehicle**.

Section 8 - No claim discount

Conditions relating to no claim discount

Discount If **you** do not make a claim during the **period of insurance**, **we** will apply a discount to the premium **you** pay when **you** renew the policy in accordance with **our** scale applicable at the time of renewal. (please note this does not guarantee that **your** overall premium will be less than the previous period of insurance)

Effect of making a claim If **you** make a claim during a period of insurance, **we** will reduce **your** no-claim discount as per the applicable scale below

If your no claims bonus is **NOT** protected

NCB level before a Claim	NCB level at next renewal following:	
	1 Claim	2 Claims or more
4+	2	0
3	1	0
2	0	0
1	0	0
0	0	0

If your no claims bonus is protected

Current NCB level	NCB level at next renewal following:	
	3 Claims in last 5 years	4 Claims or more in last 5 years
4+	2	0
3	1	0

Transferring the discount **You** cannot transfer **your** no claim discount to anyone else. If this insurance applies to more than one vehicle, there will be a separate no claim discount for each one.

Claims which do not affect your discount

You will not lose **your** entitlement to the no claim discount if

- The only claim **you** make is: under Section 2 - Broken windows and windscreens;
- For a claim where **we** have been able to recover in full any payments made by **us**

Section 9 - Territorial limits and using your vehicle abroad

Territorial limits	The cover provided by this policy applies in full while your vehicle is in Great Britain, Northern Ireland, or the Isle of Man or the Channel Islands or is being transported between those places by a normal air, sea or rail route.
European Union	<p>The insurance we provide in this policy also gives you the minimum cover required by the laws of compulsory insurance for you to use your vehicle on a road in:</p> <ul style="list-style-type: none"> • any country which is a member of the European Union; • Any other country which has agreed to follow European Union Directives relating to compulsory motor insurance and is approved by the Commission of the European Union. <p>This minimum cover will be extended to that shown in the policy schedule for a period of up to 30 consecutive days in any one period of insurance. The same cover will also extend to include the processes of loading, unloading and transporting your vehicle to and from the countries in which we have agreed to insure you. Your vehicle must be transported by a recognised air, sea or motor rail route which takes 65 hours or less under normal conditions, or by the Channel Tunnel fixed link.</p>
Outside the European Union	If you require cover in countries outside the European Union, you will need to advise us before you travel. Provided we agree to accept; cover will be extended to that shown in the policy schedule including transit risks as defined above under European Union above. We will issue an International Motor Insurance Card (Green Card) specifying the countries for which we have agreed to extend cover .
Customs Duty	We will pay any customs duty you are charged if you have to leave your vehicle in one of the countries covered as a result of loss or damage which is covered by the policy.
Other Charges	We will insure you against General Average Contributions, Salvage Charges, and Sue and Labour charges you have to pay while your vehicle is being transported by sea, as long as the vehicle is insured for loss or damage and the contribution relates to the value of the vehicle.

General exceptions

Unless **we** are required to do so by a relevant road traffic law, **we** will not pay for any accident, injury, loss, damage, liability:

Airside Risk

Whilst **your vehicle** is in or on that part of an aerodrome, airport, airfield or military base provided for:

- Aircraft to take off and land or move on the surface; or
- Aircraft parking aprons including the associated service roads, refuelling areas and ground equipment parking areas.

Contractual agreement

Occurring as a result of an agreement or contract, unless **we** would have been responsible anyway if the agreement or contract did not exist.

Driving Licence

While **your vehicle** is being driven by **you** or some other person driving with **your** permission, unless **you** or that person holds a valid licence to drive that type of vehicle or has held and is not disqualified from holding or obtaining such a licence; or

While **your vehicle** is being driven by **you**, or some other person driving with **your** permission, unless **you** or that person is driving in accordance with the conditions of their driving licence; or

While **your vehicle** is being driven by any person who holds or last held a provisional driving licence unless that person is accompanied by a full licence holder aged 21 years or over and the accompanying full licence holder has held a full driving licence for at least 3 years.

Earthquake

Caused by earthquake

Radioactivity

Directly or indirectly caused by, or contributed to by, or arising from:

- Ionising radiations or radioactive contamination from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;

General exceptions (continued)

	<ul style="list-style-type: none"> • The radioactive, toxic, explosive or other dangerous properties of any explosive nuclear assembly or nuclear component of such assembly.
Riots	Caused by riot or civil commotion elsewhere than in Great Britain, the Isle of Man or the Channel Islands.
Terrorism Risk	Unless we are required to do so by road traffic law we will not pay for any inquiry, liability or any indirect losses caused by an act of terrorism as defined in the Terrorism Act 2000.
Uninsured Drivers	While your vehicle is being driven by someone, or is in the care of someone for the purpose of being driven, who is not included in the certificate of motor insurance or is being used for a purpose which is not included in the certificate. This general exception will not apply while your vehicle is in the care of the motor trade to be serviced or repaired.
War Risk	Caused by, or as a result of, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
Excluded Uses	<p>While your vehicle is used;</p> <ul style="list-style-type: none"> • For a purpose which is not permitted or is excluded by the Certificate of Motor Insurance; or • On the Nurburgring Nordschleife or any race track, racing circuit or prepared course unless you have told us about this and we have agreed to provide cover; • In an unsafe condition or while carrying an insecure load or while carrying a number of passengers that is likely to affect the safe driving of the vehicle; • Outside of the territorial limits of this policy unless extended under the terms of Section 9 of this policy (apart from the minimum cover required by law).

General conditions

Accidents and claim procedure

You must contact **us** using **our** 24 Hour Claims Helpline as soon as possible about any accident, loss or damage regardless of **your** intention to make a claim under this insurance (this must be within 24 hours of the incident occurring).

**CALL THE 24 HOUR CLAIMS HELPLINE ON
0333 305 8120**

If **you** receive notice of a claim from someone else, **you** must tell **us** immediately and send any correspondence **you** receive to **us**. **You** must send **us** every writ, summons, County Court Claim Form and letter **you** receive. **You** must also write and tell **us** immediately if **you** are about to be prosecuted or have to go to an inquest.

You must not admit liability for, or offer to settle, any claim without **our** permission. **We** may take over, defend or settle the claim or prosecute in **your** name for **our** own benefit. **You** must give **us** all the help and information **we** need.

Alteration of risk

You must tell **us** at once if there is any change in the information **you** gave to **us** when **we** agreed to insure **you**. Some examples are any changes to **your vehicle** which improve its value, attractiveness to thieves, performance or handling, any change of car, change of occupation (including part-time), change of address (including where car is kept), change of drivers, if **you** or any drivers pass **your** driving test, sustain a motoring or fixed penalty endorsement or other motoring endorsement or sustain a non-motoring conviction or suffer from a medical condition or has a claim on another policy or there is a change of main driver.

Without affecting the condition relating to cancellation **we** shall be entitled to increase or reduce the premium and/or vary the terms, conditions and exceptions of this policy in respect of the unexpired term of this insurance.

General conditions (continued)

Administration Charge **We** reserve the right to apply an administration charge of £15 plus Insurance Premium Tax for any adjustments **you** make to **your** policy.

Cancellation by us **We**, or **our** appointed representative acting with **our** specific authority, may cancel this policy by sending **you** seven days' written notice to **your** last known address. If **you** live in Northern Ireland, **we** will also send notice to the Department of the Environment, Northern Ireland. If **we** do this, **you** must send **us your certificate of motor insurance** and any windscreen disc if applicable. Failure to do so is an offence under the Road Traffic Act. **We** will return **your** premium for the rest of the period of insurance and this will be calculated on a pro rata basis.

Cancellation by You After the Cooling-off Period, referred to in the Introduction to **your** Policy, **you** may cancel this policy and receive a return of premium provided **you** have not made a claim during the **period of insurance** for which **we** have made or will make a payment. Any claim paid under Section 2 – Broken windows and windscreens, will not affect any entitlement to a return of premium.

If **you** cancel, **you** must send **us your Certificate of motor insurance** and any windscreen disc if applicable. **We** will then return the unused part of **your** premium based on a pro rata basis dependent on the number of days left to run under the policy less a cancellation charge of £50 plus Insurance Premium Tax.

General conditions (continued)

Car Sharing Arrangement	<p>We will provide cover if you carry passengers for social or similar purposes in return for payment, as long as:</p> <ul style="list-style-type: none"> • Your vehicle has not been built or adapted to carry more than eight people including the driver; and eight people (not including the driver); and • You are not carrying passengers as part of a business of carrying passengers; and • You do not make any profit from the money you have received. <p>If you are not sure whether your car-sharing arrangement is covered by this insurance, please ask your insurance broker or adviser.</p>
Changing your vehicle	<p>This policy applies only to the vehicle shown in the policy schedule. If you change your vehicle, or get an additional one, you must tell us first if you want cover.</p>
Disagreements	<p>Where we agree that a claim may be made against us, but disagree about the amount being claimed from us, the dispute may be referred to an arbitrator chosen under the laws relating to arbitration. You must wait for the arbitrator's decision before you take any further action against us.</p>
Drink and Drugs	<p>If an accident happens whilst you or any person entitled to drive is convicted of an offence involving drink or drugs, or was driving under the influence of drink or drugs, no cover under the policy will be provided and instead, our liability will be restricted to meeting our obligations as required by the Road Traffic Act. In those circumstances, we reserve the right to recover from you or the driver, all sums paid (including all legal costs), whether in settlement or under a Judgement, of any claim arising from the accident.</p>
Fraud	<p>If a claim made against us is in any way fraudulent, or its amount is deliberately inflated or exaggerated, or it is made with the use of forged or falsified documents, we will not pay the claim and cover under this insurance will cease immediately. You will not be entitled to any refund of premium</p>

General conditions (continued)

Non-payment of Premium	When cancellation follows your failure to pay the full premium, the amount of money to be returned to you will be calculated taking into account a pro rata refund of premium relating to the number of days left to run under the policy less a cancellation fee of £50 plus Insurance Premium Tax. There will be no refund of premium allowable if there has been a loss or incident likely to give rise to a claim during the current period of insurance. We may at our discretion reduce any claims payment by the amount of outstanding or overdue premiums that you owe us .
Keeping to the conditions	We will only provide cover as described in this policy if the person claiming has fulfilled all the terms and conditions, and the information and statements provided by you are, as far as you know, complete and accurate.
Other Insurance	Except for Section 5 - Accidents involving you or your husband or wife or civil partner, if there is other insurance which covers the same loss, damage or liability, we will not pay more than our share of the claim. This does not alter our right not to pay anything under Section 3 - Liability to other people, of this policy where a person apart from you has their own insurance.
Our Rights	If we have to settle a claim because of the law of any country in which this policy applies which we would not otherwise have paid, we reserve the right to recover the amount from you or the person who incurred the liability.
Legal proceedings	This insurance does not provide any cover for liability, costs or expenses in respect of any proceedings brought against you or judgement passed in any court outside of the territorial limits, unless the proceedings or judgement arise out of your vehicle being used in a foreign country which we have agreed to extend this insurance to cover and the proceedings are brought and judgement is made in such country.
Total Loss	Should your vehicle become the subject of a total loss as described in Section 1 – Loss or damage to your vehicle we will allow this insurance contract to continue on a replacement vehicle provided we accept this substitution and you pay the additional premium applicable.

General conditions (continued)

Vehicle examination

You must allow **us** to examine **your vehicle** at any reasonable time.

Vehicle maintenance and safekeeping

You must do all that **you** can to protect **your vehicle** against loss or damage and maintain it in a roadworthy condition in accordance with relevant road traffic laws.

You will not be covered if

- **you** have an accident while **your vehicle**, including its load, is being driven when it is not fit and safe to do so;

being driven when it is not fit and safe to do so;

- **Your vehicle** is overloaded with passengers or goods.

There must be a valid Department for Transport test certificate (MOT) in force for **your vehicle** if one is needed by law. In the absence of a valid Department for Transport test certificate (MOT) when one is needed by law all cover under section 1 of this insurance is cancelled and of no effect.

Data Protection and sharing information with other organisations

IMPORTANT NOTICE - DATA PROTECTION - you should show this notice to any other party related to this insurance.

We are governed by the Data Protection legislation applicable in the United Kingdom. Under this legislation we are required to tell you the following information. It explains how we may use your details and tells you about the systems we have in place that allow us to detect and prevent fraudulent applications and claims. The savings that we make help us to keep premiums and products competitive.

For the purpose of the relevant legislation, the Data Controller in relation to any personal data you supply is Xpekt Limited on behalf of certain Insurers. We may store your information on a computer and in certain circumstances we may have to transfer your information to another country but we will not pass information to any country outside of the EEA (European Economic Area). By proceeding with your insurance application we will assume you agree to this.

INSURANCE ADMINISTRATION

Information you supply may be used for the purposes of insurance administration by the insurer and its agent, by re-insurers and your intermediary. In assessing any claims made, insurers may undertake checks against publicly available information such as electoral roll, county court judgement, bankruptcy or repossessions. Information may also be shared with other insurers either directly or via those acting for the insurer such as loss adjusters or investigators.

EXCHANGING INFORMATION WITH OTHER INSURERS

Insurers pass information to the Claims and Underwriting Exchange register, run by Insurance Database Services Ltd (IDS Ltd). The aim is to help us to check information provided and also to prevent fraudulent claims. When we deal with your request for insurance, we may search the register. When you tell us about an incident (such as a fire, water damage or theft) which may or may not give rise to a claim, we will pass information relating to it to the register.

You can ask us for more information about this.

MOTOR INSURANCE DATA BASE

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 law for purposes not limited to but including:

1. Electronic Licensing
2. Continuous Insurance Enforcement;
3. Law enforcement (prevention, detection, apprehension and or prosecution of offenders)
4. The provision of government services and or other 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

FRAUD PREVENTION, DETECTION & CLAIMS HISTORY

In order to prevent and detect fraud we may at any time:

- Share information about you with the police, fraud prevention agencies and databases, and if you give us false or inaccurate information and we suspect fraud, we will record this. We and other organisations may also search these agencies and databases to:
 - Help make decisions about the provision and administration of insurance, credit and related services for you and members of your household;
 - Trace debtors or beneficiaries, recover debt, prevent fraud and to manage your accounts or insurance policies;
 - Check your identity to prevent money laundering, unless you furnish us with other satisfactory proof of identity;
- Undertake credit searches and additional fraud searches (this may include requests for copy driving licences, utility bills and other documentation to establish the identity of any person applying for insurance).

We can supply on request further details of the databases we access or contribute to.

CLAIMS HISTORY

- Under the conditions of your policy you must tell us about any Insurance related incidents (such as fire, water damage, theft or an accident) whether or not they give rise to a claim. When you tell us about an incident we will pass information relating to it to a database.

- We may search these databases when you apply for insurance, in the event of any incident or claim, or at time of renewal to validate your claims history or that of any other person or property likely to be involved in the policy or claim.

On payment of a small fee you are entitled to receive a copy of the information we hold about you. If you have any questions, or you'd like to find out more about this notice you can write to the Data Protection Officer at Xpekt Limited, Old Park Farm Business Centre, Ford End, Chelmsford, Essex, CM3 1LN

CREDIT SEARCHES AND ACCOUNTING

In assessing your application/renewal, we may search files made available to us by credit reference agencies. They keep a record of that search. We may also pass to credit reference agencies information we hold about you and your payment record with us. Credit reference agencies share information with other organisations, enabling applications for financial products to be assessed or to assist the tracing of debtors, or to prevent fraud. We may ask credit reference agencies to provide a credit scoring computation. Credit scoring uses a number of factors to work out risks involved in any application. A score is given to each factor and a total score obtained. Where automatic credit scoring computations are used by us, acceptance or rejection of your application will not depend only on the results of the credit scoring process.

SENSITIVE DATA

In order to access the terms of the insurance contract or administer claims which arise, we will need to collect data which the Data Protection Act defines as sensitive such as medical history or criminal convictions. By proceeding with this contract you will signify your consent to such information being processed by the insurer or its agents.

Complaints procedure

We aim to give you a high standard of service at all times. If a dispute regarding your policy or claim arises please contact us at the address below:

Xpekt Limited
Old Park Farm Business Centre
Ford End
Chelmsford
Essex
CM3 1LN

Tel: 0333 305 8110
Email: complaints@xpekt.co.uk

When contacting Xpekt Limited please provide:

A policy number and/or claim number
An outline of your complaint
A contact telephone number.

We will make every effort to resolve your complaint immediately. If we cannot resolve your complaint by the end of the next working day we will acknowledge your complaint within 5 days of receipt and will do our best to resolve the problem within four weeks by sending you a final response letter. If we are unable to resolve your complaint in this time, we will write to advise you of progress and will endeavour to resolve your complaint within the following four weeks. If you are still dissatisfied after receiving our final response letter you may refer your complaint to the Financial Ombudsman Service at the following address:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London E14 9SR
www.financial-ombudsman.org.uk

You have the right of referral within six months of the date of your final response letter. Whilst we are bound by the decision of the Financial Ombudsman Service, you are not. Following the complaints procedure above does not affect your right to take legal action.

Numbers to Call

Had an Accident?

We're here to get you back on the road.

The procedure outlined below must be followed for all accidents, regardless of who is responsible. Even if you do not intend to make a claim for the damage to your vehicle you must still report the accident to us.

Delay in notification may invalidate your right to claim.

Call 0333 3058 120 Our UK based, experienced advisors will take initial claim details and discuss recovery of your vehicle.

If you are unable to call from the roadside, you must call our 24 hour Claims Helpline on 0333 3058 120 as soon as it is safe to do so.

Accident abroad?

Call 0044 1702 455380

Please call within 24 hours of the accident, but ideally within 1 hour.

Calling us straightaway provides you with benefits which may include the following (dependant on the level of policy cover you have):

- FREE courtesy vehicle while your vehicle is being repaired (subject to availability).
- Windscreen repair/replacement.
- FREE collection and re-delivery.
- FREE vehicle cleaning service.
- Approved Repairers' work guaranteed for three years

Does the accident involve a third party?

If you are calling from the roadside we may ask to speak to the third party, or ask you to request them to contact us on 0333 3058 120 within 1 hour.

They may be entitled to a number of services free of charge (dependant on fault).

All correspondence in relation to this policy should be addressed to Xpekt Ltd c/o AAC Limited, Sureland House, Journeymans Way, Southend-on-Sea, Essex, SS2 5TF

Cover issued & arranged by Xpekt Ltd under authority granted by certain Insurers who are Authorised and Regulated by the Financial Conduct Authority. Details of the Insurers are available on request

Xpekt Ltd, registered in England & Wales, Company No 07857938.
Authorised and Regulated by the Financial Conduct Authority under No 624585