

Premier Car Insurance

Your policy wording

JOHN LEWIS
MONEY

Welcome to your Premier Car Insurance

Thanks for choosing **us** to insure **your car** through **John Lewis Money** – **we** are delighted to have **you** with **us**, and there are just a few things that **we** need **you** to do.

This document is the policy wording that explains exactly what the insurance provided to **you** by **our Insurer** covers. It also sets out what the obligations and responsibilities of both **you** and the **Insurer** are. This policy wording is laid out so that **you** should be able to easily find what **you** need when **you** need it.

When reading **your** insurance documents, please note that:

'**we**', '**our**' and '**us**' refers to John Lewis Finance Limited acting as an insurance broker on behalf of the **Insurer**;

'**Insurer**' refers to the **Insurer** who has provided **you** with this policy whose name is referred to in the **policy schedule**; and

'**you**' or '**your**' refers to the person, company or firm named in **your policy schedule** as the insured.

Please note that words in bold used in this document and in any of **your** other policy documents are defined terms and these definitions can be found on Page **6**.

Contact us

If **you** want to discuss **your** policy:

Live Chat: www.johnlewismoney.com/car-insurance

Email: service@car-insurance.johnlewismoney.com

Call: **0345 608 9032**

Our customer services are open: Monday to Friday 9am - 6pm (live chat until 7pm) and Saturday 9am - 12pm (live chat only), excluding bank holidays.

Please have **your** policy number to hand when contacting **us**. **You** will find this on **your certificate of insurance** and **policy schedule**, and it will be included in any communication **we** or the **Insurer** have sent **you**.

Managing your policy

The quickest and easiest way to manage **your** policy 24/7 is through **your** online account at www.insurance.johnlewismoney.com. **You** will need **your** policy number, postcode and date of birth to register.

You will be able to:

- View or print **your** policy documents
- Check **your** personal details and cover limits
- Make changes to **your** cover

This policy wording forms the basis of a contract of insurance between **you** and the **Insurer** listed in **your policy schedule**. It is not a contract between **you** and **us** for a contract of insurance.

Please take the time to read through this policy wording to ensure **you** have the cover **you** need.

Check the information in your other documents

You gave **us** some important information so that the **Insurer** could provide **you** with a quote, and **we** need **you** to check that this information is correct and that **you** have bought the cover that's right for **you**. Please take a moment to read:

- **Your policy schedule**
- **Your statement of fact**
- **Your Certificate of Insurance**

You need to contact **us** as soon as possible if:

- The policy doesn't provide **you** with the insurance cover that **you** want; or
- Any of the information in these documents is incorrect, or if it becomes incorrect in the future, as this can affect **your** insurance cover.

How to make a claim

Important to note

You must provide a police crime reference number if **you** want to claim for loss or damage as a result of theft, attempted theft, or malicious damage.

If **you** need to make a claim, here's what to do:

Before you start

You will need to have the following details to hand before **you** start **your** claim:

- **Your** policy number
- **Your** driving licence number
- Details of the incident: when it happened, who was driving and the damage to **your car**
- Details of anyone else involved in the incident, including their vehicle registration number
- Details of any passengers in all the vehicles involved in the incident
- Details of anyone who was injured in the incident
- Any dashcam footage or photos of the incident
- Details of any witnesses to the incident
- Details of whether the police attended the incident and any crime reference number, if they did.

Start your claim

Get in touch with **your Insurer** using their contact details which can be found in **your policy schedule**.

Before any work is carried out, including windscreens and window repair or replacement, please contact **your Insurer**.

Leave the rest to us

Once **you** have told the **Insurer** about **your** claim, they will assess it all as quickly as they can. If **your** claim is covered by **your** policy, the **Insurer** will manage everything for **you**. If **your** claim is not covered, the **Insurer** will explain why.

If **your car** has been damaged and can be repaired, the **Insurer** will put **you** in touch with one of their approved repairers. The **Insurer** will arrange for an replacement vehicle for **you** whilst **your car** is being repaired or for up to 21 days if **your car** is a total loss or stolen.

If **your car** cannot be repaired, the **Insurer** will tell **you** as soon as possible. The **Insurer** will assess **your car** and provide a valuation. Once the **Insurer** has agreed the valuation, they can make the claims payment to **you**, after deducting any **excess**, by a bank transfer to help **you** get back on the road as quickly as possible.

The **Insurer** will give **you** updates on how **your** claim is going, so **you** know what to expect and when.

A guide to your cover

Welcome	Page 2
Contact us	Page 2
How to make a claim	Page 3
Definitions	Page 6
Understanding your policy	Page 8
Excesses	Page 9
Section 1: Loss of or damage to your car	Page 10
Section 2: Legal liability to other people	Page 13
Section 3: Driving other cars	Page 15
Section 4: Windscreen and windows	Page 16
Section 5: Electric vehicles	Page 17
Section 6: Personal belongings	Page 18
Section 7: Replacement keys and locks	Page 19
Section 8: Uninsured driver protection	Page 20
Section 9: Child car seats	Page 21
Section 10: Foreign travel	Page 22
Section 11: Personal accident benefits	Page 23
Section 12: Medical expenses	Page 23
Section 13: Emergency driver cover	Page 24
Section 14: Onward Travel	Page 25
Section 15: Guaranteed replacement vehicle cover	Page 26
Your no claims discount	Page 28
General exclusions	Page 30
General conditions	Page 31
Cancelling your policy	Page 32
Complaints	Page 34
More information	Page 35

Cover at a glance

This is a summary of the covers available under **your car** insurance policy through **John Lewis Money**. **Your** schedule will confirm which options, and the tier of cover **you** chose, when buying **your** policy. Please note that terms, conditions and exclusions apply (as detailed within this document) and the above table is a summary of cover only.

Cover for audio and sat nav equipment



Cost of repairing or replacing factory fitted audio and sat-nav equipment. Up to £750 if the device was fitted after manufacture.

Uninsured driver protection



If **you** are involved in an accident that is not **your** fault and the person responsible for the accident is not insured, **your** no claims bonus will not be affected and **you** won't have to pay **your** excess.

Guaranteed repairs



Our approved repairer will guarantee their repair work for as long as **you** own **your car**.

Replacement keys



If **your keys** are lost or stolen, **we** will provide cover up to £1,000 to replace them.

Personal accident



£10,000 if **you** or **your** spouse are seriously injured in an accident.

Windscreens and windows



We will repair or replace any damaged windscreens and windows.

Legal liability to others



Cover for injury to any person and damage to property caused by **you** driving **your car**.

Child car seat



If **you** have a child car seat fitted in **your car** and **your car** is involved in an accident, **we** will pay up to £300 per incident towards the cost of replacing the seats.

New car replacement



If **your car** is less than twelve months old and is written off or stolen and not recovered, **we** will replace it with a new one.

180 days EU cover



Comprehensive insurance cover for up to 180 days when driving **your car** abroad in the EU.

Personal belongings



Up to £250 cover for personal belongings.

Keeping you moving



If **your** car is not roadworthy following an accident, **we** will cover onward travel or a hotel for **you** and **your** passengers for one night, up to £100 per person (£200 in total). A courtesy vehicle will be provided by the approved repairer for the duration of repairs, subject to availability

Definitions

Accessories

Parts of **your car** that are not directly related to how it works as a vehicle. This includes audio, multi-media and communication equipment, personal computers, cameras, satellite navigation and radar detection systems, providing they are permanently fitted to **your car** and have no independent power source. Where **your car** is an electric vehicle, this includes charging cables necessary for the batteries to be recharged.

Advanced Driver Assistance System (ADAS)

A function included in, or on, **your car** to assist and complement the driver's control of the vehicle.

Certificate of Insurance

This forms part of the policy and proves that **you** have motor insurance which, by law, **you** must have to drive a motor vehicle on public roads. This also shows who is allowed to drive **your car** and the purposes for which **your car** can be used.

Computer system

Any computer, hardware, **software**, communications system, electronic device (such as a smart phone, laptop, tablet, or wearable device), server, cloud or microcontroller including any system or any configuration of the above items. This includes any associated input, output, **data** storage device, networking equipment or back-up facility installed in, or connected to, **your car**.

Cyber act

An unauthorised, malicious, or criminal act (or series of unrelated unauthorised, malicious, or criminal acts, regardless of time and place), or the threat or hoax of such acts involving access to, processing of, or use or operation of any **computer system**.

Cyber incident

- Any error or omission, or series of related errors or omissions, involving access to, processing of, use of or operation of any **computer system**, or
- Any partial or total unavailability, or failure or series of related partial or total unavailability, or failures to access, process, use or operate any **computer system**.

Data

Information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted, or stored by a **computer system**.

Endorsement

Any extra terms or added features that are part of **your** policy. These are shown in **your policy schedule**.

Excess

The amount **you** must pay towards any claim, which will be deducted from the claims payment **we** make to **you**. More than one **excess** can apply to **your** policy. Details of **excess** amounts are shown in **your policy schedule**.

Green parts

Undamaged, salvaged, and certified car parts used to repair **your car**.

Hire company

A car rental company, authorised by the **Insurer** or their representative, to provide **you** with an alternative vehicle, following an **insured incident**.

Insurance period

The period of time between the policy start date and policy end date as shown in **your policy schedule**, during which **you** are covered by this policy, unless it is cancelled.

Insured driver

Anyone shown on the **certificate of insurance** as a person allowed to drive **your car** and who is not excluded from driving under the conditions and exclusions of the policy, or in any **endorsement** to the policy.

Insured incident

A road traffic accident, or incident, within the **territorial limits** that renders **your car** a **total loss** as determined by **us**. Alternatively, it is where **your car** has been stolen and not recovered.

Insurer

The **Insurer** shown in **your policy schedule**.

John Lewis Money

John Lewis Money is a trading name of John Lewis Finance Limited, the insurance intermediary which has arranged **your** policy with the **Insurer**.

Keys

Any device used for starting **your car** or using its locking mechanism or immobiliser. This excludes **Mobile Devices as Key (MDaK)**.

Market value

The cost of replacing **your car** with one of the same make, model, specification, year, mileage and condition. The **market value** may also be affected by other factors such as MOT, or if the vehicle has been declared a previous **total loss**.

In deciding the **market value** of **your car**, the **Insurer** will refer to insurance industry recognised guides as well as searching for available vehicles for sale to the public.

Mobile Device as Key (MDaK)

A mobile device containing **software** to enable it to be used to lock, unlock, or start **your car**.

Non-approved repairer

Any garage, mechanic, glass repair or body shop that is not part of **your Insurer's** contracted network of repairers.

Over The Air (OTA)

Updates to **software**, including **safety critical software**, the **computer system**, or vehicle settings wirelessly installed in **your car**.

Policy Schedule

This forms part of the policy and contains details of **you** and **your car**, and particular features of the insurance.

Road Traffic Acts

The laws which include details of the minimum insurance cover needed in the **territorial limits**.

Safety-critical software

Software updates which, if not installed, would mean it was unsafe to use **your car**.

Software

Any system **software** (excluding sat nav and infotainment systems), **safety-critical software**, firmware, operating systems, electrical control systems, **data, data** storage materials and telecommunication links installed in, or connected to, **your car**.

Statement of Fact

The information **you** gave in **your** application for this insurance. This includes information given by **you** or someone on **your** behalf.

Territorial limits

Great Britain, Northern Ireland, the Channel Islands, and the Isle of Man, including the sea within or between these areas when transporting **your car** by sea.

Terrorism

Any illegal action involving violence, force or danger to people or property that appears to be intended to:

- Cause fear among the people of a country or state; or
- Disrupt any part of the economy of a government, country, or state; or
- Affect the policy or conduct of a government.

Total loss

Where **your car** has been confirmed by **us** as not economically repairable. This means that the cost of the repair is more than the **market value** of **your car**.

We/us/our

John Lewis Finance Limited trading as **John Lewis Money** and acting on behalf of the **Insurer** identified on **your policy schedule**.

You/your

The person, company or firm named in **your policy schedule** as the insured.

Your car

The insured vehicle shown on the **certificate of insurance**, including any **accessories**.

Understanding your policy

Your policy is in three parts: this policy wording, the **certificate of insurance**, and the **policy schedule**. The policy wording explains what is and what isn't covered, how claims are settled and other important information.

Within each section of cover, the first column will tell **you** what the cover includes. The second column will tell **you** what it does not cover.

To help make **your** policy simple and consistent, certain terms have specific definitions that can be found in one place for easy reference. These terms are in bold so they're easier to spot. **You** can find these on page **6**.

Certain sections of cover are limited to specific **territorial limits**. Please make sure that **you** read these sections carefully to understand where **your** cover is valid.

Please read the general exclusions on page **30**.

There are general conditions of the insurance that **you** or other **insured drivers** will need to meet as **your** part of the contract, and these conditions can be found on page **31**. The conditions set out the changes in circumstances that could affect **your** cover and when **we** may cancel **your** policy. Please read the general conditions carefully.

The **policy schedule** shows which sections of cover from the policy apply, the amount insured, the premium and any **excesses**. Please read the **policy schedule** alongside the **certificate of insurance** and this policy wording.

Changes in your circumstances

It's important that **you** tell **us** about any changes in **your** circumstances while **your** policy is active as failing to do so could affect **your** cover – or even invalidate it. This means the **Insurer** will not have an obligation to pay claims **you** submit under the policy. Please refer to the general conditions for full details of how **your** cover could be affected.

If the **Insurer** can continue **your** cover, a new **policy schedule** will be sent whenever a change is made so that **you** can check that the cover still meets **your** needs.

If **you** have any questions, please contact **us**. The contact details are shown on page **2**.

Once **you** receive the policy wording and **policy schedule**, **you** have 14 days to make sure the cover is exactly what **you** need. If **you** need to make any changes, please contact **us** as soon as possible.

If **you** wish to cancel **your** policy, **you** can find this information on page **32** of this policy wording.

Printed and accessible documentation

Your policy wording is primarily designed to be read easily on a screen. However, if **you** would rather receive it in print or large print, Braille, audio tape or CD, **we** would be happy to provide this. Just let **us** know by:

Emailing **us** at service@car-insurance.johnlewismoney.com or;

Calling **us** on **0345 608 9032**

Excesses

Important to note

Excesses form part of **your** insurance contract and can have a direct effect on the price **you** pay.

If **you** selected a voluntary **excess**, please be aware that **you** will have to pay this on top of any other **excess** shown in **your policy schedule**. This means **you** will have to pay a higher **excess** if **you** need to make a claim.

Your policy schedule will confirm which options, and the level of **excess you** chose, when buying **your** policy.

What you need to pay if you make a claim

If **your car** is lost, stolen, or damaged, **you** must pay the **excess** shown in **your policy schedule**. This is the amount **you** must pay towards any claim, unless **you** are claiming under Section 7: Replacement **keys** and locks; or under Section 8: Uninsured driver protection.

An additional **excess** may also apply:

- If the **insured driver** of **your car** is aged 24 or under, or
- If the **insured driver** has held a full driving licence for less than 12 months, and/or
- If **you** choose to use a non-approved repairer.

These **excesses** are all shown in **your policy schedule**.

You will need to pay **your excess** to the repairer once the repairs are completed, or the **Insurer** will deduct the **excess** from any settlement payment they make to **you**.

Example – how **your excess** would work if **you** were in an accident and **your car** could be repaired:

- The **Insurer's** repairer would collect **your car** and repair the damage caused by the accident.
- They would then drop **your car** off with **you**, so all **you** have to do is pay **your excess** to the repairer.

If **you** are involved in an accident that is not **your** fault, and the **Insurer** is able to recover the cost of **your** claim from the responsible driver of the vehicle involved, or their **Insurer**, **your Insurer** will refund **your excess**, and **your** no claims discount will not be affected.

Section 1: Loss of or damage to your car

Your policy schedule will confirm the level of cover applicable to this section and any **excess you** will have to pay when making a claim

Important to note settling claims

If the loss or damage to **your car** is covered under **your** policy, the **Insurer** will choose whether to arrange for repairs to **your car**, or the **Insurer** will settle **your** claim by giving **you** a cash payment.

What's covered	...and what's not
<p>You are insured against loss of, or damage to, your car caused by:</p> <ul style="list-style-type: none">• Accidental or malicious damage.• Fire.• Theft or attempted theft.	<p>Anything listed in the general exclusions on page 30 is not covered.</p> <p>There's no cover for loss of, or damage to, your car caused by:</p> <ul style="list-style-type: none">• Wear and tear.• Punctures, cuts or bursts to tyres.• Any mechanical or electrical breakdown, electronic chip or computer chip breaking or failing to work properly.• Frost, unless you have followed the manufacturer's instructions to avoid liquid freezing.• Any claim for use of the wrong fuel entering the fuel system.• Theft or attempted theft while nobody is in your car, unless all the doors, windows and other openings are closed and locked, the keys, including Mobile Device as Key (MDaK) and key cards which unlock your vehicle, are removed and (if you have an alarm) the alarm is set.• Your car being seized or destroyed by, or on behalf of, any government or public authority.• Your car being driven without your permission by your employee, a member of your family, a person living in your home, your partner, girlfriend or boyfriend, unless there is evidence that they are being prosecuted for taking your car.• Your car being taken or driven by a person who got your permission by pretending to be a buyer for it, or by offering to sell it for you. <p>There's also no cover for:</p> <ul style="list-style-type: none">• Loss of or damage to communication systems, phones, radar detectors, televisions, DVD players, portable navigation equipment or similar equipment.• Loss or damage to any trailer, caravan or vehicle (or any property in the trailer, caravan or vehicle) being towed by your car.• Any reduction in value, whether your car is repaired or not.• Any extra costs resulting from parts or replacements for your car not being easily available in the United Kingdom.• Loss of use of your car and any associated costs or expenses.

Section 1a: Loss of, or damage to, **your car** if **your car** can be repaired

The **Insurer** can choose to use parts or **accessories**, including **green parts**, that aren't supplied by **your car's** manufacturer but are of a similar type and quality to the parts and **accessories** they are replacing.

Any repairs carried out by **our** approved repairer are guaranteed for as long as **you** still own the car, regardless of whether **your** insurance policy with **us** is still active.

If **you** choose not to use the approved repairer, the **Insurer** may not pay more than they would have charged, and may choose to settle the claim by giving **you** a cash payment, less the **excess**. No guarantee is provided by the **Insurer** on any repairs in this instance.

Benefits **you** receive

Guaranteed replacement vehicle - please see Section **15** for full details of this benefit.

Recovering **your car**

If **your car** is damaged and it can't be driven, the **Insurer** will pay the cost of moving **your car** to the nearest approved repairer, or place where it can be stored safely. If the repairer is in the **territorial limits**, the **Insurer** will also pay the cost of returning **your car** home after it has been repaired.

You and **your** passengers

The **Insurer** will make sure that **you** and **your** passengers are taken to a safe place if **your car** can't be driven after an accident.

Courtesy vehicle (see section 15 for full details of this benefit)

If **your** car has been damaged and can be repaired, **you** will be provided with a replacement **car** for the duration of repairs (duration is subject to availability).

Storage

The **Insurer** will pay for storage charges for **your car** as long as **you** have told them about the charges beforehand, and the **Insurer** has agreed that they are reasonable.

Audio equipment or sat-nav equipment

The **Insurer** will pay the cost of repairing or replacing damaged audio or satellite navigation equipment that was permanently fitted as standard when **your car** was first registered with the DVLA.

If the equipment was not part of **your car's** standard specification when first registered, and is permanently fitted, the most the **Insurer** will pay is £750.

Section 1b: Loss of, or damage to, **your car** if **your car** can't be repaired

Benefits **you** receive

Recovering **your car**

If **your car** is damaged and can't be driven, the **Insurer** will pay the cost of moving **your car** to a place where it can be stored safely.

You and **your** passengers

The **Insurer** will make sure that **you** and **your** passengers are taken to a safe place if **your car** can't be driven after an accident.

Guaranteed replacement vehicle (see section 15 for full details of this benefit)

You will be provided with a replacement car for up to 21 days in the event **your car** is stolen and not recovered or is deemed a total loss.

The **Insurer** will not pay more than the **market value** of **your car** at the time of the loss less any excesses.

The salvage of **your car** will become **our** property after **your** claim is settled.

If **you** bought **your** vehicle under a finance agreement, the **Insurer** will pay any money owed to the finance company first. If **you** have the option of becoming the full owner at the end of the agreement and the vehicle value is more than what the finance company is owed, the **Insurer** will pay any remaining money to **you**. If the **Insurer's** estimate of the **market value** is less than the amount **you** owe the finance company, **you** may have to pay the finance company the remaining balance. If **you** are leasing **your** vehicle and/or **you** do not have the option of becoming the full owner at the end of the agreement, settlement will be agreed with the legal owners of the vehicle. The **Insurer** will pay the lease or contract **hire company** either the **market value** of the vehicle, or the amount required to settle the agreement, whichever is less. Any payment the **Insurer** makes will be after **we** have taken off any policy **excess**.

New car replacement

If **your car** is less than twelve months old and **you** have owned it since the date of first registration, the **Insurer** will replace **your car** with a new one of the same make, model and specifications if available in the **territorial limits** of **your car**:

- Has been stolen and not recovered; or
- Has been damaged and the cost of repairing **your car** is more than 55% of the list price, including taxes.

If **you** are still paying for **your car** under a finance agreement, the **Insurer** will need the finance company's permission to settle the claim in this way.

If a new car of the same make, model and specification is not available in the **territorial limits**, the **Insurer** will settle **your** claim by giving **you** a cash payment. The most the **Insurer** will pay will be the original purchase price of **your car** less any **excesses**.

If **your car** is more than twelve months old, then the most the **Insurer** will pay will be the **market value** of **your car** at the time of the loss less any **excesses**.

If **you** are still paying for **your car** under a finance agreement, any money owed to the finance company will be paid directly to that company or bank first and any balance of the agreed settlement sum will then be paid to **you**.

The most the **Insurer** will pay will be the **market value** of the car less any **excesses**.

If the **Insurer** settles a claim this way, then the damaged car will become their property.

Section 2: Legal liability to other people

Your policy schedule will confirm the level of cover applicable to this section and any **excess you** will have to pay when making a claim.

What's covered

The **Insurer** will give the cover they are required to provide under the **Road Traffic Acts**. This means they will cover **your** legal liability for the death of, or bodily injury to any person, and damage to property caused by:

- **You** using or driving **your car**; or
- An **insured driver** driving **your car** with **your** permission; or
- **You** or an **insured driver** driving a replacement car supplied by **our** approved repairers while **your car** is being repaired as a direct result of damage covered by this policy; or
- Any person using (but not driving) **your car** for social, domestic and pleasure purposes with **your** permission; or
- Any passenger travelling in **your car**, or getting into or out of **your car**, with **your** permission; or
- **You** charging **your car** if it is an electric vehicle.

...and what's not

Anything listed in the general exclusions on page **30** is not covered.

There is no cover for loss or damage:

- To any vehicle or property that belongs to, or is in the care of, any person, company or firm claiming under this section of **your** policy.
- To any trailer, caravan or vehicle (or any property in the trailer, caravan or vehicle) being towed by **your car**, or being towed by a vehicle being driven by **you** or any **insured driver**.

There's also no cover for any liability:

- For death of, or injury to, the person driving or in charge of **your car**.
- For pollution or contamination unless it is caused by a sudden, unexpected event which was not deliberate.
- For death or injury to an employee which arises out of, or in the course of, their employment by **you** or another person, company or firm covered by this section of **your** policy.
- For death of, or injury to, others or damage to their property where **you** have failed to safeguard the charging cable of an electric vehicle against causing such death, injury or damage.
- For any injury caused as a result of the failure to install **safety-critical software** updates that **you**, or any other person named on **your certificate of insurance** knows, or ought reasonably to know, are **safety-critical software**.
- For any loss or injury caused as a result of alterations made to **your car's software** by **you**, or any other person named on **your certificate of insurance**, or with **your** knowledge, using **software** which has not been supplied by and/or approved by **your car's** manufacturer.
- For death, injury, loss, or damage directly or indirectly caused by, or resulting from, or in connection with, any act of **terrorism** regardless of any other cause or event contributing at the same time, or in any other sequence to the loss arising from an act of **terrorism**.

<p>The Insurer will cover the legal liability of the following people for the death of, or bodily injury to, any person, and damage to property:</p> <ul style="list-style-type: none"> • The legal representatives of any person who has died and who was covered under this section of the policy. <p>If your certificate of insurance shows that business use is allowed, the Insurer will also cover the legal liability of the following people:</p> <ul style="list-style-type: none"> • Your husband, wife, civil partner or employer while an insured driver is driving your car on the business of your husband, wife, civil partner or employer with your permission. • An employer of your husband, wife, civil partner or employer while an insured driver is driving your car on the business of your husband, wife, civil partner or employer with your permission. 	<p>There is no cover if your car is owned by, hired, rented or leased to your employer, or the employer of your husband, wife or civil partner.</p>
<p>Legal costs and expenses</p> <p>Following an accident covered under your policy, the Insurer will also pay reasonable legal costs agreed with them in advance:</p> <ul style="list-style-type: none"> • For representation at a coroner's inquest, fatal accident inquiry, or a court of summary jurisdiction; and the • Defence of any legal proceedings for cases of manslaughter, or causing death by dangerous or reckless driving. <p>In assessing whether legal costs and expenses are reasonable, the Insurer will consider the following in advance of any agreement to pay:</p> <ul style="list-style-type: none"> • The level of legal expertise required, taking into account the nature of the case. • The level of costs proposed by the legal representative. • Any other policy that you may hold that could cover the legal costs. • Whether or not the chances of an acquittal are higher than those of the prosecution being successful. <p>The Insurer will also pay:</p> <ul style="list-style-type: none"> • The cost of emergency treatment to injured people if the Road Traffic Acts say that payment must be made • Liability to other people when your car is being used for towing any single trailer, caravan or broken-down vehicle while attached to your car, if this is allowed by law. 	<p>There's no cover for:</p> <ul style="list-style-type: none"> • Any amount over £20 million for damage to other people's property (including any related indirect loss or damage). • Any amount over £5 million for related legal costs and expenses as a result of a claim, or series of claims caused by one event. • Any amount over £1.2 million for pollution or contamination as a result of any claim or series of claims caused by one event. • Any legal costs or other amounts that you pay, or agree to pay, or that any person, company or firm claiming cover under this policy section pays, or agrees to pay, without first getting the Insurer's agreement. <p>There's no cover while your car is being used for towing if you are being paid to tow the attached vehicle(s).</p> <p>There's no cover for loss, damage or liability which is the responsibility of the person driving or steering any vehicle being towed by your car or being towed by a vehicle being driven by you or an insured driver.</p>

Section 3: Driving other cars

Your certificate of insurance will confirm whether **your** policy includes driving other cars cover and the **excess you** will have to pay when making a claim. If it does, it is a useful benefit for unexpected situations or emergencies.

Important to note

If **you** need to drive another car, make sure it is already insured by the owner; **you** get the owner's permission to drive it; and **you** let them know that **you** aren't covered for loss or damage to their car.

If **you** are regularly using someone else's car with this cover, **you** must add yourself as a named driver on their policy, as this cover should only be used for emergencies.

Please note that the cover given under this section is subject to the terms and conditions of this policy, and not those of any policy which the owner has taken out to cover the other car.

What's covered	...and what's not
<p>The Insurer will cover your legal liability for the death of or bodily injury to any person, or damage to property (or both) caused by you driving any private motor car that you don't own, is not registered to you and is not hired to you under a hire purchase, rental or lease agreement, as long as:</p> <ul style="list-style-type: none">• You drive in the territorial limits.• The car is registered and normally kept in the territorial limits.• There is a current valid policy of insurance in force for the car you are driving.• You have the owner's permission to drive the car.• The car has not been seized or confiscated by, or on behalf of, any government or public authority.• Your occupation has no connection with the motor trade.• You still own your car, or you are still the main driver, and you told us that someone else owns your car when you insured it with us.• Your car has not been stolen and not recovered, or damaged, or declared a total loss.• You are aged 25 or over.• The private motor car you are driving does not weigh more than 3.5 tonnes (in gross vehicle weight).	<p>Anything listed in the general exclusions on page 30 is not covered.</p> <p>Anything which is not covered under 'Section 2: Legal liabilities' to others of your policy is not covered.</p> <p>There's no cover for you to drive any commercial vehicle, motorcycle, or any other motor vehicle that is not a car.</p> <p>There's no cover for loss or damage to the private motor car you are driving under this section</p> <p>Cover for driving other cars under this section does not apply if the private motor car you are driving:</p> <ul style="list-style-type: none">• Is owned by you, your business partner, or your employer• Is registered to you, your business partner, or your employer• Is under hire purchase, rented, or leased to you, your business partner, or your employer• Is being kept or used in connection with your or your employer's business <p>This section of cover may not be used to release a motor vehicle which has been seized by, or on behalf of, any government or public authority.</p>

Section 4: Windscreen and windows

If **you** claim under this section of **your** policy, **your** no claims discount will not be affected.

Your policy schedule will confirm the level of cover applicable to this section and any **excess you** will have to pay when making a claim.

What's covered	...and what's not
<p>If your windscreen, windows or sunroof have been damaged, the Insurer will pay the cost of:</p> <ul style="list-style-type: none">• Repairing or replacing a damaged windscreen, windows or sunroof of your car.• Repairing scratches to the bodywork caused by the windscreen, windows or sunroof being broken if they are damaged accidentally or maliciously.• Recalibrating any associated sensors and cameras in the windscreen. <p>The Insurer can choose to use parts or accessories which aren't supplied by your car's manufacturer but are of a similar type and quality to the parts and accessories they are replacing.</p>	<p>Anything listed in the general exclusions on page 30 is not covered.</p> <p>There's no cover for:</p> <ul style="list-style-type: none">• Damage to any part of a panoramic sunroof, or panoramic roof.• Damage to any part of the roof panel, foldable roof, or removable hood of a convertible car.• Loss of use of your car.• Any extra costs resulting from parts of your car not being easily available in the territorial limits. Any extra costs for work to be carried out outside of normal hours, unless the windscreen is shattered, or the damage affects the driver's vision, or the security of your car.• Any costs that are more than the market value of your car. <p>A replacement car will not be provided for any claim solely under this section of your policy.</p>

Before any work is carried out, please contact **your** windscreen and window cover **Insurer**. **You** will find their contact number in **your policy schedule**.

If **you** choose not to use the **Insurer**'s approved glass repairer, the most the **Insurer** will pay is £150 after the **excess** has been deducted.

The **Insurer**'s approved glass repairer will strive to provide a high-quality service. However, in the unfortunate event that something goes wrong, please allow the approved repairer to put right any problems.

Section 5: Electric vehicles

This section of cover only applies if **your car** is an electric, or hybrid electric, vehicle.

Your policy schedule will confirm the level of cover applicable to this section and any **excess you** will have to pay when making a claim.

Important to note

It is very important that **you** take precautions to minimise the chance of people tripping over **your** charging cables.

Do not leave cables dangling, or off the ground. They should be put through cable trunking or under some heavy covering to ensure they stay on the ground and are safe for others.

What's covered	...and what's not
<p>You are insured against theft, fire, vandalism or malicious damage to the charging cables of your car.</p> <p>You are also insured against theft of, or accidental damage to, the battery. This applies whether you own or lease the battery.</p> <p>You are also insured against loss or damage to the charging point owned by you and used to charge your car at the address shown in your policy schedule.</p>	<p>Anything listed in the general exclusions on page 30 is not covered.</p> <p>There is no cover for:</p> <ul style="list-style-type: none">• Misuse of the car battery, or charging cables such as:<ul style="list-style-type: none">• Overcharging/undercharging• Deliberate acts• Self-repair/replacement.• The cost of repairing/replacing:<ul style="list-style-type: none">• A non-functional battery• Faulty charging cables• Faulty charging points. <p>There's no cover for:</p> <ul style="list-style-type: none">• Theft, fire, vandalism accidental or malicious damage to, to any charging point not located at your home address.• Any liability for death or bodily injury to others, or damage to property due to misuse, electrical or mechanical faults, breakdowns or failures of the charging point used to charge your car at the address shown in your policy schedule.• Liability for the death of, or bodily injury to others, or damage to their property, where you have failed to safeguard the charging cable to prevent such death, injury or property damage.

Section 6: Personal belongings

You will need to provide a receipt or invoice before the **Insurer** will make payment for any personal belongings.

Your policy schedule will confirm any **excess you** will have to pay when making a claim under this section.

What's covered	...and what's not
<p>You are insured against loss of, or damage to, personal belongings in your car caused by motor accident, fire, theft or attempted theft. This includes dashboard cameras fitted to your car.</p> <p>The Insurer will pay up to £250 per incident.</p>	<p>Anything listed in the general exclusions on page 30 is not covered.</p> <p>There's no cover for loss or damage:</p> <ul style="list-style-type: none">• To money, jewellery, phones, cameras and their accessories, stamps, tickets or documents.• To tools, goods or samples carried in connection with any business.• Due to wear and tear, or loss in value. <p>There's also no cover for theft of personal belongings unless:</p> <ul style="list-style-type: none">• They are stored away, in a glove box, boot or luggage compartment, and• All doors, windows and other openings on your car are locked when your car is unattended.

Important to note

Look after **your** personal belongings

The **Insurer** can't cover anything over £250 for personal belongings, so please be careful when carrying items in **your car**.

Remove all tell-tale signs that there could be personal belongings in **your car** by storing them in **your** glove box, boot or luggage compartment. Be sure to keep all of **your** personal belongings out of sight.

Section 7: Replacement keys and locks

If **you** claim under this section of **your** policy, **you** do not have to pay **your excess**, and **your** no claims discount will not be affected.

Please remember it is **your** responsibility to lock **your car** and make sure **your car** and **keys** are kept safe. The **Insurer** will not cover any loss or damage to **your car** if **you** don't.

What's covered	...and what's not
<p>If your keys are lost or stolen and not recovered, the Insurer will pay to replace the keys or locks and transmission devices on your car.</p> <p>This includes recovery costs.</p> <p>The Insurer will pay up to £1,000 per incident.</p>	<p>Anything listed in the general exclusions on page 30 is not covered.</p> <p>There is no cover if your keys are left in, or on, your car at the time of the theft, and the Insurer will not cover any loss or damage to your car.</p> <p>The Insurer will not pay more than the market value of your car.</p> <p>If you use a Mobile Device as Key (MDaK) to lock/unlock your car, the Insurer will not pay for a replacement device if that device is lost or stolen.</p>

Important to note

Securing **your car**

Don't forget to always lock the doors, check all **your** windows are shut and make sure that any personal belongings are out of sight.

- Never leave **your** engine running while **your car** is unattended.
- If **you** have an alarm, make sure **you** use it.

Section 8: Uninsured driver protection

Your policy schedule will confirm the level of cover applicable to this section and any **excess you** will have to pay when making a claim.

Important to note

To claim under this section of **your** policy **you** must provide the other driver's vehicle registration number, vehicle make and model and, if possible, their name, address and phone number to the **Insurer**.

What's covered	...and what's not
If you are involved in an accident that is not your fault, and the responsible driver or the vehicle involved in the accident are not insured, your no claims discount will not be affected, and you won't have to pay your excess .	Anything listed in the general exclusions on page 30 is not covered. This cover will not apply if the Insurer cannot trace the person responsible for the accident; or The Insurer are unable to establish that you were not at fault.

The **Insurer** may ask **you** to pay **your excess** at the beginning of a claim in the usual way while it is investigated. **Your** no-claims discount may also be affected during this time.

Once the **Insurer** has confirmed that **your** claim falls under this section of **your** policy, **your excess** can be refunded and **your** no claims discount reinstated.

If **you** are able to provide any witness details or dash-cam footage to address the **Insurer's** enquiries into **your** claim, please provide these as soon as possible.

Section 9: Child car seats

The **Insurer** may ask **you** to provide a receipt or invoice before they will make payment for any child car seats.

What's covered	...and what's not
<p>If your car is involved in an accident, and you are making a claim under Section 1 of your policy, then the Insurer will pay the cost of replacing a child car seat(s) fitted in your car.</p> <p>The Insurer will pay up to £300 per incident.</p>	<p>Anything listed in the general exclusions on page 30 is not covered.</p> <p>There's no cover for child car seats if you are not making a claim under Section 1 of your policy.</p>

Section 10: Foreign travel

Your policy schedule will confirm the level of cover applicable to this section and any **excess you** will have to pay when making a claim.

Important to note

You must take **your certificate of insurance** with **you** when taking **your car** to any of the countries described above.

What's covered	...and what's not
<p>Your policy automatically provides comprehensive cover for up to 180 days within the insurance period while your car is being used in:</p> <p>Andorra, Austria, Belgium, Bosnia and Herzegovina, Bulgaria, Croatia, Republic of Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Monaco, Montenegro, Netherlands, Norway, Poland, Portugal, Romania, San Marino, Serbia, Slovakia, Slovenia, Spain, Sweden and Switzerland.</p> <p>The insurance cover will apply to any other country which the European Commission is satisfied has made arrangements to meet the requirements of European regulation relating to civil liabilities arising from the use of motor vehicles.</p> <p>The insurance cover will apply, as long as:</p> <ul style="list-style-type: none">• Your car is taxed and registered in the territorial limits.• Your car is normally kept in the territorial limits.• You have a permanent home in the territorial limits. <p>Cover under the foreign travel section only applies when the car is driven by the policyholder or another driver named on the policy. It does not cover anyone else.</p>	<p>Anything listed in the general exclusions on page 30 is not covered.</p> <p>Anything which is not covered under Section 1 or Section 2 of this policy is not covered under this section.</p> <p>This section does not cover you to drive other cars.</p> <p>The Insurer is unable to offer insurance in any country that is not described in this section.</p> <p>There's no cover under this section if your car is being used in connection with your business.</p> <p>Your car can only be used for social, domestic and pleasure purposes whilst being driven abroad.</p>
<p>Your policy provides cover while your car is being transported by rail or a recognised sea route (including while it is being loaded and unloaded) between any of the countries described above, as long as:</p> <ul style="list-style-type: none">• You are travelling with your car.• The total time taken to transport your car is not more than 65 hours (including any stopovers in the journey); and• The purpose of transporting your car is not to permanently export it. <p>The Insurer will pay customs duty if your car is damaged, if the damage is covered by this policy and your car cannot be returned to the United Kingdom.</p>	

Section 11: Personal accident benefits

Your policy schedule will confirm the level of cover applicable to this section and any **excess you** will have to pay when making a claim.

What's covered	...and what's not
<p>The Insurer will pay £10,000 if you or your husband, wife or civil partner:</p> <ul style="list-style-type: none">• Are accidentally killed, or suffer an injury described below, while travelling in, or getting into or out of your car or any private motor car.• Suffer total and permanent loss of sight in one or both eyes: or• Total and permanent loss of use of one or both hands, or feet.	<p>Anything listed in the general exclusions on page 30 is not covered.</p> <p>There's no cover for death or injury which:</p> <ul style="list-style-type: none">• Is the result of suicide, or attempted suicide.• Happens when the person killed, or injured, has a higher level of alcohol or drugs in their body than is allowed by the law to drive.• Is the result of someone not wearing a seat belt when they have to by law.• Happens more than three months after the date of the accident, or is not a direct result of the accident. <p>There's also no cover for injuries not described in this section, or if you are a company or firm.</p> <p>The Insurer will not pay more than the policy limits shown in your policy schedule in any one insurance period, or for a single accident, even if the person killed or injured in the accident is insured under more than one policy with the Insurer.</p>

Section 12: Medical expenses

Your policy schedule will confirm any **excess you** will have to pay when making a claim under this section.

If **you** claim under this section of **your** policy, **you** will need to provide a receipt or invoice before the **insurer** will make a payment.

What's covered	...and what's not
<p>If you, or anyone in your car, is injured as a result of an accident involving your car, the Insurer will refund any medical expenses incurred.</p> <p>The Insurer will pay up to £500 per person per incident.</p>	<p>Anything listed in the general exclusions on page 30 is not covered.</p> <p>There's no cover for any expenses where you are unable to provide a receipt or invoice.</p>

Important to note

If **you** are claiming for medical expenses, **you** must provide a receipt or invoice before the **Insurer** will make any payments.

Section 13: Emergency driver cover

Your **policy schedule** will confirm the level of cover applicable to this section and any **excess you** will have to pay when making a claim.

What's covered	...and what's not
<p>In the event of a medical emergency leading to you, your husband, wife or civil partner being unable to complete a journey due to illness or injury as the insured driver, if there is no other insured driver available, then the Insurer will provide cover for anyone to drive your car:</p> <ul style="list-style-type: none">• To enable you to complete your journey or be taken home, whichever you choose, where you, your husband, wife or civil partner remains in your car; or• Directly to your home where you, your husband, wife or civil partner are no longer in your car. <p>Provided that the driver:</p> <ul style="list-style-type: none">• Is aged 25 or older.• Holds a full, valid UK driving licence.	<p>Anything listed in the general exclusions on page 30 is not covered.</p> <p>There's no cover for a driver who:</p> <ul style="list-style-type: none">• Is aged 24 or under.• Does not hold a full, valid UK driving licence.

Section 14: Onward Travel

Your policy schedule will confirm the level of cover applicable to this section and any **excess you** will have to pay when making a claim.

What's covered	...and what's not
<p>If your car is not roadworthy after an accident and cannot be repaired at the roadside, or by a local garage on the same day, we will help you continue your journey to your original destination.</p> <p>We will refund the cost of overnight accommodation or travel expenses (including taxi fares and hire vehicle costs) for you and your passengers.</p> <p>You must provide a receipt for the cost of overnight accommodation or travel expenses before we will make this payment.</p> <p>Accommodation and emergency travel expenses: We will pay up to £100 per person (up to £200 in total), per incident.</p>	<p>Anything listed in the general exclusions on page 30 is not covered.</p> <p>There's no cover for the following:</p> <ul style="list-style-type: none">• Mechanical breakdowns; or• Self-induced faults (such as mis-fuelling, lost keys, or locking keys in your vehicle).

Section 15: Guaranteed replacement vehicle cover

Under this section the **hire company** or one of **our** approved repairers supplies the replacement vehicle under this policy.

What's covered	...and what's not
<p>If your car has been damaged and can be repaired, the Insurer will put you in touch with one of our approved repairers. Our approved repairer, or hire company, will provide you with a replacement car for the duration of repairs (duration is subject to availability); or</p> <p>If your car is stolen and not recovered or is deemed a total loss following an insured incident, the Insurer will arrange a replacement car from the hire company, for a maximum period of 21 days for use within the territorial limits.</p>	<p>Anything listed in the general exclusions on page 30 is not covered.</p> <p>There's no cover for the following:</p> <ul style="list-style-type: none"> • All fuel, fares, fines and fees relating to the replacement car whilst in your possession. • Sea transit charges in the delivery and collection of the replacement car. • Any incident which took place outside the replacement car insurance period. • Any excess payable in the event of a claim involving the replacement car. • Any excess payable in the event of a claim involving the replacement car supplied by our approved repairer. • For any liability, loss of or damage to the hire car or while you or any named drivers are driving the hire car supplied by the hire company.
<p>You will be provided with a small car (such as a Vauxhall Corsa) with a manual gearbox, whilst your car is being repaired, or a comparable car in the event of theft or total loss.</p> <p>Any replacement car supplied by the approved repairer following damage to your vehicle will automatically be covered under this policy. The terms and conditions of this policy will apply to the use of the replacement car.</p> <p>Any replacement car supplied to you by the hire company following a theft or total loss, will not be covered under this policy.</p> <p>The hire company will provide you with the relevant cover you need. There may also be additional terms and conditions when you are provided with a hire car. You should check these terms and conditions when the hire car is provided to you.</p>	<p>There's also no cover for any claim:</p> <ul style="list-style-type: none"> • Where your car was being used for hire or reward, racing, competition, rallies or trials. • Where the Insurer does not provide cover under the terms of your car insurance policy. • For theft of your car which has not been reported to the police. • Reported to us under your car insurance policy more than 21 days after the insured incident and has been reported to the police. • For a replacement car more than 21 days after your car has been deemed a total loss, as determined by the Insurer.

How to claim on guaranteed replacement vehicle cover

Upon becoming aware of an **insured incident**, **you** must report it immediately to the **Insurer** using their contact details which can be found in **your** policy documents, and to the police if **your car** has been stolen.

If **you** choose to make a claim, the **Insurer** will advise their approved repairer, or the **hire company**, who will contact **you** to arrange the supply of a replacement car.

Your car must have been confirmed as a **total loss** by the **insurer**, or reported to the police as stolen before a claim can be made.

If **you** have an accident or **your car** has been damaged:

Please report the incident as soon as possible by calling the **Insurer's** claims helpline number in **your policy schedule**.

Once **your** claim has been validated and **you** choose to make a claim, the **Insurer** will put **you** in touch with one of their approved repairers who will arrange to supply **you** with a replacement car.

If **your car** has been stolen or is a **total loss**:

If **your car** has been stolen, **you** must report it immediately to the police and obtain a crime reference number.

You can then report it to the **Insurer** using the details found in **your** policy documents.

All **total losses** need to be confirmed, or thefts reported to the police, before a replacement hire car will be provided.

What the **Insurer** needs from **you**

A security/fuel deposit is payable by **you** on collection of the replacement car. This is refundable upon the return of the car, provided it is free from damage and has the same amount of fuel as when it was collected.

When taking possession of the replacement car, the **insured driver** will need to produce their full current and valid driving licence and personal identification, such as a phone bill, and sign the **hire company's** rental agreement

Hire car conditions

The following conditions apply in all circumstances:

- Replacement hire cars are provided in accordance with the standard requirements, terms and conditions of the **hire company**, or its agent these are available from the **Insurer** on request.
- A replacement hire car will only be provided once confirmation is received from the **Insurer** that **your car** is a **total loss**.
- If **your car** has suffered theft damage (which has rendered it a **total loss**) or **your car** has been stolen, **you** must supply a police crime reference number before a replacement hire car can be provided.

Additional terms and conditions of the **hire company** will apply. These will be supplied to **you** prior to being given a replacement car. These are also available on request.

The replacement hire car must be returned to the **hire company**, or its agent, no later than:

- 48 hours after payment is issued to **you** based on **our total loss** valuation of **your car**; or
 - Before the **hire company** closes for business on the 21st day of hire, whichever comes first.
-

Your no claims discount (NCD)

How your no claims discount works

If **you** make a claim under this policy, this may affect **your** no claims discount. **You** could lose part or all of **your** no claims discount, which may result in an increase in **your** premium at renewal with the **Insurer**. Additionally, should **you** decide to seek insurance from another provider, the reduction or loss of **your** no claims discount could also impact the prices offered by other insurance providers.

The **Insurer** will not reduce **your** no claims discount if the damage to **your car** was caused by:

- An act of vandalism;
- An uninsured driver (as long as the conditions set out in 'Section 8: Uninsured driver protection' are met);
- An accident that is not **your** fault and the **Insurer** has been able to recover the cost of **your** claim from the responsible driver of the vehicle involved or their **Insurer**; or
- An incident clearly outside of your control - such as **your car** being hit whilst parked or damage caused by a pothole. Other incidents, including collisions with animals while driving, may still affect **your** discount depending on the circumstances and the **Insurer's** assessment.

The **Insurer** applies a step-back policy that reduces **your** no claims discount for each claim made when **you** renew **your** policy, depending on the claim or claims made. For an example of how **your** no claims discount (NCD) would be affected at renewal if **you** made a claim or claims during the **insurance period**, please see the table below.

Number of years' no claims discount currently available (without NCD protection)	No claims discount at the next renewal (without NCD protection)		
	No claims within the policy period	One claim* within the policy period	Two or more claims* within the policy period
0	1	0	0
1	2	0	0
2	3	0	0
3	4	1	0
4	5	2	0
5	6	3	0
6	7	4	0
7	8	5	0
8	9	6	0
9+	9	7	0

*Note: In the table above, a claim is where the **insurer** has made payment for any loss, damage or injury to a third party or where any costs paid for damage to **your car** cannot be, or have not yet been, recovered.

If you have chosen to protect your no claims discount

Protecting **your** no claims discount allows **you** to make a claim without **your** no claims discount being reduced.

If **you** have chosen to protect **your** no claims discount, this will be shown on **your policy schedule**. **You** will only lose **your** no claims discount if **you** make more than two claims in a continuous three-year period. If a claim is made on **your** policy, **your** price or **excess** may still increase at renewal.

The table below shows how **your** no claims discount (NCD) would be affected at renewal if a claim is made during the **insurance period**.

Number of years' no claims discount currently available (with NCD protection)	No claims discount at the next renewal (with NCD protection)				
	No claims within the policy period	One claim* within the policy period	Two claims* within the policy period	Three claims* within the policy period	Four or more claims* within the policy period
4	5	4	4	2	0
5	6	5	5	3	0
6	7	6	6	4	0
7	8	7	7	5	0
8	9	8	8	6	0
9+	9	9	9	7	0

*Note: In the table above, a claim is where the **insurer** has made payment for any loss, damage or injury to a third party or where any costs paid for damage to **your car** cannot be, or have not yet been, recovered.

General exclusions

In this section, **you** will find a list of general exclusions – in other words, things that aren't covered by **your** insurance policy. **We** want **you** to understand what is and isn't covered by insurance.

The **Insurer** can't accept any claim where the general exclusions listed in this section apply, so **we** encourage **you** to familiarise yourself with them. They apply at all times and work alongside the specific exclusions the **Insurer** set out within each section of **your** policy wording.

The **Insurer** will not pay for any loss, damage or liability which arises while **your car** is being:

- Used for a purpose which is not allowed by the current **certificate of insurance**.
- Driven by, or is in the charge of, a person who has **your** permission to drive and is not an **insured driver**. This is anyone not named on **your policy schedule**.
- Driven by a person who is not legally entitled to. This means a person who does not hold a driving licence, unless the person has held a licence and is not disqualified from holding or getting a licence.
- Driven by a person who is not keeping to the conditions of the valid licence they hold:
 - For example, someone driving a car on a provisional licence without having a qualified driver with them.
- Used to take part in a crime, unless **your car** has been stolen.
- Used in a place designated for aircraft taking off, landing, parking or moving, including airport service roads that the general public are not allowed to use.
- Used in a race, speed trial, rally, track day or similar motor sporting event, or used in connection with any event at the Nürburgring Nordschleife.
- Used in an unsafe or un-roadworthy condition, or without a valid MOT (where one is required).

The **Insurer** will not pay for any loss, damage or liability which is the result of:

- A deliberate act by anybody insured under this policy.
- Invasion, act of foreign enemy, conflict, war (whether war is declared or not), civil war, politically motivated unrest, rebellion, revolution, riot or similar event, confiscation or nationalisation by any government or other authority.
- Earthquake.
- Riot or civil disturbance outside the **territorial limits**.

The **Insurer** will not pay for any loss, damage or liability which is the result of:

- Ionising radiation or radioactive contamination from any nuclear fuel, or from nuclear waste.
- The radioactive, poisonous, explosive or other dangerous properties of any explosive nuclear equipment, or any part of it.
- Pressure waves caused by aircraft or other flying objects travelling at or above the speed of sound:
 - This normally affects people who live near airports or military bases.
-

- Anything harmful contained in any goods or property being towed by, **carried in or on**, supplied from, loaded on, or unloaded from **your car**.
- Any harmful or incorrect medical treatment or help given at or from **your car**, by a medical professional.

The **Insurer** will not pay for any loss, damage or liability which is the result of, or in any way connected with:

- Any **cyber act** regardless of any other cause or event contributing at the same time as, or in any other sequence to it.
- Any loss of use, reduction in functionality, repair, replacement, restoration, or reproduction of any **data**, including any amount relating to the value of such **data**.
- Any liability that is insured by any other form of insurance in respect of any **cyber act** or **cyber incident**.

However, the above exclusions will not apply:

- In circumstances where it is necessary to meet the requirements of the **Road Traffic Acts**.
- In circumstances where the **Insurer** is required to give cover under the requirements of any road traffic legislation for compulsory insurance of motor vehicles in countries outside the **territorial limits**, in which the **Insurer** has agreed to offer such cover.
- To any loss directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with any **cyber incident**.

The **Insurer** will not pay for any legal liability under a contract or agreement unless the person, company or firm claiming cover under the policy would have had that liability if the contract or agreement had not existed.

The **Insurer** will not pay for any loss, damage or liability for which legal proceedings have been brought or judgement given in a court outside the United Kingdom, unless the proceedings or judgement are in a foreign country because **your car** was being used in that country and the **Insurer** had agreed to provide insurance in that country.

The **Insurer** will not cover any loss, damage or liability arising from an incident if **you** or anyone insured under the policy is convicted of driving whilst under the influence of alcohol or drugs, or for refusing to supply a sample when required to do so by law. The **Insurer** reserves the right to recover from **you** any amounts they pay before such conviction, or which they are required to pay by law.

The **Insurer** will not pay for any loss or damage caused by **you** not installing **Over the Air (OTA)** updates to **your car**, as supplied by the manufacturer of **your car**. **You** must follow the manufacturer's instructions and load any **safety critical software** and/or safety related updates. If **you** do not, **your** policy won't be valid, and the **Insurer** may cancel **your** policy and treat it as if it never existed.

General conditions

These are the conditions that **you** will need to meet as part of this contract of insurance. If **you** do not meet these conditions, the **Insurer** may reject or reduce a claim payment. In some circumstances **your** policy may not be valid.

Taking care of your car and any trailer or caravan towed by your car

You must take all reasonable steps to:

- Prevent loss of or damage to any vehicle insured by **your** policy.
- Keep **your car** and any trailer or caravan in a safe and roadworthy condition.
- Make sure any **Advanced Driver Assistance Systems (ADAS)** fitted by the manufacturer are calibrated and updated to the manufacturer's standard:
 - Some examples of **ADAS** are electronic stability control, anti-lock brakes, lane departure warning, adaptive cruise control, and traction control.

Correct information

You must be sure **you** have answered all the questions in **your** application honestly and to the best of **your** knowledge. **You** must always take reasonable care to give **us** complete and correct information in relation to this policy. If **you** fail to do so and:

- **Your** failure was deliberate or reckless, the **Insurer** may treat **your** policy as if it never existed, refuse all claims, and they may keep any premiums **you** have paid. If **your** failure occurs during a change to **your** policy, the **Insurer** may terminate **your** policy from the date of the change, refuse subsequent claims, and keep any premiums **you** have paid.
- **Your** failure was careless, and the **Insurer** would not have issued **your** policy had **you** told **us** the correct information, the **Insurer** may treat **your** policy as if it never existed, refuse all claims, and return any premiums **you** have paid. If **your** failure occurs during a change to **your** policy, the **Insurer** may treat **your** policy as if the change was never made and return any additional premium paid for that change. **You** may wish to cancel **your** policy if it no longer meets **your** needs.
- **Your** failure was careless, and the **Insurer** would have insured **you** on different terms had **you** given **us** the correct information, the **Insurer** may:
 - Alter the terms of **your** policy to those the **Insurer** would have applied (other than relating to premiums); and
 - Reduce the amount payable on any claim in proportion to the amount of additional premiums the **Insurer** would have charged.

Fraud

If **you** or anyone acting on behalf of **you** or any **insured driver** uses dishonesty, exaggeration, or false documentation to obtain or support:

- A claims payment under **your** policy
- Cover for which **you** do not qualify, or
- Cover at a reduced premium,

then the **Insurer** may treat the policy as if it never existed,

refuse all claims and they may keep any premiums **you** have paid. Benefits under this policy will be lost, and **you** may not be entitled to a refund of premium. The **Insurer** may also be entitled to take legal action against **you** and inform the police about what has happened.

We may also charge an administration fee to make any changes as set out in **our** Terms of Business.

Changes in your circumstances

You must tell **us** as soon as possible about any of the following changes to **your** circumstances, so **we** can pass this information to the **Insurer**, as this could affect **your** insurance cover:

- Any changes to **your car**, including engine modifications and changes such as fitting alloy wheels, spoilers or skirts.
- Any changes to the health of any person who will drive **your car**, where the DVLA need to be notified.
- A motoring accident, insurance claim, motoring conviction or fixed penalty offence involving any person who will drive **your car**.
- A change in ownership of **your car**.
- A change in use of **your car**.
- If any **insured driver** changes jobs.
- Changes to **your** address, or the address where **your car** is usually kept.
- Changes to the number of vehicles owned or regularly driven by **you**, or members of **your** family who live with **you**.

If a person whose details **you** have not already given **us** is likely to drive **your car**, **you** must give **us** their full details, and **we** will communicate this to the **Insurer**.

When **you** tell **us** about changes in **your** circumstances, the **Insurer** may re-assess **your** cover and premiums and **you** may have to pay an administration fee. Please see **your** Terms of Business for fees that apply.

In certain circumstances **your** policy may be cancelled, and **you** may be entitled to a refund of premiums. If **you** do not tell the **Insurer** about changes, or give them incorrect information, the wrong terms may be quoted and the **Insurer** will be entitled to reject a claim, or payment of a claim could be reduced. In certain circumstances, **your** policy might be invalid, the policy may be cancelled, and **you** may not be entitled to a refund of premiums.

Use of your car

You must ensure that **your car** is not used for a purpose that is not noted on **your certificate of insurance**.

It is important that **you** note that if 'Section 6: Limitations as to use' of **your certificate of insurance** states:

- Use for social domestic and pleasure purposes only, then none of the **insured drivers** are covered to use **your car** to drive to or from any place of work and no other journeys in connection with any business or trade are permitted.
- Use for social domestic and pleasure purposes (including commuting to and from a permanent place of employment), then all the **insured drivers** are covered to drive to and from a permanent place of employment, but no other journeys in connection with any business or trade are permitted.

- Use for social domestic and pleasure purposes and use by the policyholder and/or their spouse each in person in connection with their business or profession, then all the **insured drivers** are covered to drive to and from a permanent place of employment, but only the policyholder and/or their husband, wife, or civil partner may make other journeys in connection with their business or trade.
- Use for social domestic and pleasure purposes and for the business of the policyholder and/or spouse and their employees, then all the **insured drivers** are covered to drive to and from a permanent place of employment and for journeys in connection with the policyholder's and/or their husband, wife, or civil partner's business or trade.

Car sharing

This policy does not insure anyone to use **your car** for hire or rewards, such as being used as a taxi. However, if passengers in **your car** make a payment towards the cost of a journey, the **Insurer** will not class this as use for hire or reward if:

- **Your car** is not designed or adapted to carry more than seven people, including the driver
- The passengers are not being carried in the course of the business of carrying passengers; and

The total of the payment made by all the passengers does not include a profit

Service and repair

This policy will continue to provide insurance cover for **you** under 'Section 2: Legal liability to other people', while **your car** is with motor traders, or their employees, being serviced or repaired.

However, the insurance cover for other people, companies or firms referred to in Section 2 will not apply.

Cancelling your policy

You can cancel **your** policy at any time if **you** decide this policy does not meet **your** insurance needs.

If you cancel your policy within 14 days

From **your** policy start date or the day **you** receive **your** policy documents (whichever is later), **you** can cancel without incurring a cancellation fee.

If the insurance cover hasn't started when **you** cancel, the **Insurer** will give a full refund of any premium paid. If the cover has already started, the **Insurer** will deduct an amount for the time **you** have had cover and refund the rest.

The **Insurer** will not refund any amount paid during the cooling off period if **you** have made a claim or a claim has been made against **you**. If a claim has been made and **you** pay by monthly instalments, **you** will need to pay the remaining balance of **your** policy in full.

If you cancel your policy after your 14 day cooling off period

If **you** cancel after this cooling off period, **you** will be charged a cancellation fee.

If **you** have paid for **your** policy in full, by a single payment, the **Insurer** will refund the exact number of days left on **your** policy, less an administration fee as detailed in **your** Terms of Business.

If **you** have chosen to pay for **your** policy by instalments to spread the cost, **you** must continue to pay **your** monthly Direct Debit until **your** policy is cancelled. The **Insurer** will refund any overpayment, less an administration fee as detailed in **your** Terms of Business.

The **Insurer** won't refund any amount paid outside the cooling off period if **you** have made a claim or a claim has been made against **you**. If a claim has been made and **you** pay by monthly instalments, **you** will need to pay the remaining balance of **your** policy in full.

For further details on cancellation and fees, please refer to the Terms of Business and **your** policy wording.

How to cancel

You may cancel **your** policy at any other time by logging in to **your** online account at www.insurance.johnlewismoney.com, or by calling **us** on **0345 608 9032** so **we** can arrange with the **Insurer** to cancel **your** policy.

You can also email **us** at service@car-insurance.johnlewismoney.com or speak to **us** via Live Chat www.johnlewismoney.com/car-insurance

When we (or the Insurer) may cancel your policy

We or the **Insurer** may cancel **your** policy by sending **you** 14 days' written notice to **your** last known address. Examples of situations where either **we** or the **Insurer** may decide to cancel the policy include:

- If **you** have not made a payment for **your** insurance policy when it is due. This includes any monthly instalments under a credit agreement.
- If **you** have not provided **your** proof of no claims discount, licence-sharing details or proof of address.
- If **you** intentionally provide **us** with incorrect information, and fail to put this right when **we** ask **you** to.
- If **you** use threatening or abusive behaviour or language or are intimidating towards **our** staff or suppliers.

If **we** or the **Insurer** cancel **your** policy, **we** will refund the amount for the exact number of days left on **your** policy (if applicable). **We** may also charge **you** an administration fee as detailed in **your** Terms of Business. If any claim has been made by **you** or against **you** in the current **insurance period**, **we** will not provide a refund of any amounts **you** have paid for the policy and the full amount payable for the policy will be payable if **you** are paying by instalments.

If **you** or the **Insurer** cancel this policy and **you** have also bought Motor Legal Protection or Breakdown products, these products will automatically be cancelled at the same time as this policy.

Financial sanctions

The **Insurer** shall not provide any cover or be liable to provide any indemnity, payment or other benefit under this policy if the provision of such cover, indemnity, payment or other benefit would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States or other country of policy issue.

If any such sanction, prohibition, restriction, resolution, law or regulation takes effect during the **insurance period** the **Insurer** may cancel this policy immediately by giving **you** written notice at **your** last known address.

Claims procedure

After any loss, damage or accident, **you** and any person insured by this policy must:

- Report the incident to the **Insurer** as soon as possible by getting in touch with them using the details in **your** policy documents.
- Give the **Insurer** all the information and help that they ask for, including all details of anyone else involved.
- For all claims where **you** have to pay an **excess**, this will be taken off the amount of **your** claim.
- Send the **Insurer** every letter, claim or legal document that **you** receive about the incident immediately without answering it.
- Tell the **Insurer** immediately if there is to be a prosecution, inquest or other court proceedings.

Defending or settling a claim

You must not admit liability for any loss or damage or make any offer to pay any claim. The **Insurer** is entitled to decide exactly how to carry out any legal proceedings, or settle any claim, and to:

- Take over and defend or settle any claim in the name of any person, company or firm insured by this policy.
- Take legal action in **your** name, or in the name of any person, company or firm insured by this policy, to get back any payment the **Insurer** make.

The Insurer's right to recover a payment from you

If the **Insurer** has to settle a claim under the law of any country and they would not have paid that claim under the terms of the policy, the **Insurer** can recover from **you** the amount of any payment they have had to make.

Other insurance

If any claim under this policy is also covered by any other insurance, then they will pay no more than a proportionate share of the claim.

Complaints

How to make a complaint

If **your** complaint relates to **your** policy, and not a claim under **your** policy, please get in touch with **our** Customer Services Team using the contact details on **your** Terms of Business.

If **your** complaint relates to a claim, there's a different process.

In the first instance, please get in touch with **your Insurer** about a claim related complaint. **You** can find their contact details in **your** policy schedule.

We and the **Insurer** will work to resolve **your** concerns promptly and informally, ideally within 3 business days. If either **we** or the **Insurer** are able to resolve the issue, **you** will receive a letter confirming the actions taken to address **your** complaint to **your** satisfaction.

We aim to provide excellent customer service at all times. If **we** haven't delivered the quality **you** expect from **us**, **we** want to hear about it so that **we** can try to put things right.

Our promise to you

We will:

- Acknowledge all complaints promptly
- Investigate quickly and thoroughly
- Keep **you** informed of progress
- Do everything possible to resolve **your** complaint
- Use the information from **your** complaint to proactively improve **our** service

Further action

If **you** are unhappy with the outcome of **your** complaint, or if **you** haven't received a written offer of resolution within eight weeks of the date **we** received it, then **you** may be able to refer **your** case to the Financial Ombudsman Service.

The Financial Ombudsman Service is an independent body that arbitrates on complaints. **You** can contact them using the following means:

Telephone

0800 023 4567 (Free from standard landlines. Mobiles may be charged.)

0300 123 9123 (Costs no more than calls to 01 or 02 numbers.)

Email

Complaint.info@financial-ombudsman.org.uk

Website

Financial-ombudsman.org.uk

Post

The Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London E14 9SR

You will have six months from the date of **our** final response to refer **your** complaint to the Financial Ombudsman Service. This does not affect **your** right to take legal action, but please note that the Financial Ombudsman Service will not adjudicate on any case where litigation has commenced.

More information

Other things **you** should know about **John Lewis Money** and the **Insurer**, how what **we** both do is regulated, and how **your** information is used.

Registration and regulatory information

John Lewis Money is a trading name of John Lewis Finance Limited. (Financial Services Register No. 1018169) Registered in England No. 15785347. Registered Office 1 Drummond Gate, Pimlico, London, SW1V 2QQ.

John Lewis Money has arranged for **your car** to be insured by the **Insurer(s)** named on **your policy schedule**.

Insurers' details can be checked on the FCA's register by visiting the FCA's website at register.fca.org.uk or by calling **0800 111 6768**.

Financial Services Compensation Scheme

The **Insurer** is covered by the Financial Services Compensation Scheme (FSCS). **You** may be able to get compensation from the FSCS if the **Insurer** cannot meet their obligations. Motor Insurance is covered for 100% of the claim without any upper limit. **You** can get more information about this at www.fscs.org.uk or **you** can phone the FSCS on **0800 678 1100** or **0207 741 4100**.

Law

Unless **you** and the **Insurer** agree differently in writing, the law of England and Wales will apply. The **Insurer** supplies the policy documents only in English and will always communicate with **you** in English.

Privacy Notice

How **we** use **your** information

We take the responsibilities for the security and management of personal **data** seriously and it is important to **us** that **you** understand and are confident about how **we** use **your** personal **data**. **We** invest in systems and processes to ensure that the way **we** collect, use, store and share the information meets not just the regulatory standards, but **our** own high standards.

We cannot provide **you** with quotes or policies without this information.

Purpose

The main purpose for which **we** process personal **data** is to provide **you** with services that **you** request from **us**. It is **your** responsibility to let any person named on the policy know about who **we** are and how this information will be processed.

All calls and web chats are recorded. This helps **us** improve **our** customer service, train **our** staff, respond to complaints, and prevent fraud, and other financial crime.

For full details of how **we** and **our Insurers** use your personal information and how **your** privacy rights can be exercised, **you** can view **our** Privacy Notice at www.johnlewismoney.com/privacy

The Privacy Notice will be updated from time to time, so please check it each time **you** submit personal **data** to **us** or renew **your** insurance policy. If **you** have any queries about the Privacy Notice, please contact **us** and **we** will be happy to discuss these with **you**. If **you** do not have access to the internet, **you** can request a copy from **us** via email, in printed form, large print or Braille by contacting **us**.

Notes

A series of horizontal dotted lines for writing notes.

