

PREMIER PICL

Private Car Policy



Index

Definitions.....		
Your Insurance.....		
How to read Your Motor Policy.....	1	
- Use of Your Car.....	1	
Section 1 – Comprehensive Cover:		
A. Loss or Damage.....	2	
- Loss of or Damage to Your Car.....	2	
- Windscreen Cover.....	2	
- Entertainment and Communication Equipment.....	2	
- Personal Effects.....	3	
- Child Car Seat.....	3	
- Replacement Car.....	3	
B. Additional Benefits.....	5	
- Medical Expenses.....	5	
- Personal Accident Benefit.....	5	
- Service or Repair.....	5	
Section 2 – Third Party Fire and Theft Cover:		
A. Loss or Damage.....	6	
- Loss of or Damage to Your Car.....	6	
- Entertainment and Communication Equipment.....	6	
Section 3 – Theft of Keys.....	7	
Section 4 – All Types of Cover:		
A. Legal Liability to Others.....	8	
- Your Legal Liability to Other People.....	8	
- Emergency Treatment Fees.....	8	
Driving Abroad.....	9	
- Spanish Bail Bond.....	9	
- Northern Ireland.....	9	
- Customs Duty.....	9	
No Claim Discount.....	10	
No Claim Discount Protection.....	10	
Uninsured Driver Promise.....	10	
Vandalism Promise.....	10	
Emergency Transport and Accommodation.....	11	
Car Sharing.....	11	
Endorsements Applicable to Your Motor Policy.....	11	
General Conditions.....	12-14	
General Exclusions.....	15-16	
How to Make a Claim.....	17-19	
Privacy Policy.....	20	
Resolution of Complaints.....	25	

Definitions

The following key words or phrases, which are listed in alphabetical order, have the same meaning whenever they appear, and will always be shown with an initial capital letter so as to remind You of their importance.

Approved Repairer – A motor vehicle repairer nominated and authorised by Us or Our representative to repair the Insured Vehicle following a valid claim under Section 1 or Section 2 of this insurance.

Certificate of Motor Insurance – Evidence of the existence of motor insurance as required by law and which forms part of the Motor Policy. It specifies the Insured Vehicle, who may drive, and the purposes for which it may be used.

Courtesy Car – A car loaned to you, subject to availability, by Our Approved Repairer whilst the Insured Vehicle is being repaired following a valid claim under Section 1 or 2 of this insurance.

Dangerous Goods – Any goods or substances classified as dangerous by the Health and Safety Executive Carriage of Dangerous Goods and use of Transportable Pressure Equipment Regulations (CDG). This includes but is not limited to petrol and liquid petroleum gas transported in bulk, explosives, or chemicals of a volatile, explosive, corrosive or toxic nature. CDG details regulations regarding packaging, signage, procedures and documentation required for transporting Dangerous Goods.

Endorsement – A change to Your policy details which forms part of the Motor Policy.

Entertainment and Communication Equipment – Any audio equipment, phone or communication equipment or visual navigation equipment permanently fitted to Your Car.

Excess – The first amount You will have to pay towards the cost of a claim for loss of or damage to Your Car, whether or not the Incident giving rise to the claim is Your fault.

Incident – Any accident or event giving rise to injury, loss, or damage and arising out of the use of the Insured Vehicle.

Insurance Intermediary – The intermediary who has placed this insurance with Us, acting on Your behalf as Your agent and through whom all matters concerning this insurance are handled.

Malicious Damage – Damage caused to Your Car as a result of an intentional or reckless act.

Market Value – The price of the Insured Vehicle immediately prior to the Incident giving rise to a claim under this insurance which reflects its specifications, age, condition and accrued mileage. The price being determined by reference to market information about the price that other vehicles of the same or very similar specifications, age, condition and accrued mileage are sold for.

Motor Policy – The documents consisting of this policy document, Your signed Proposal Form and Declaration or Statement of Fact/Statement of Insurance, Your Schedule, Your Certificate of Motor Insurance and any Endorsements, Your Insurance Product Information Document (IPID) and Additional Product Information document.

Panoramic Roof – A vehicle roof system manufactured as single or multiple glass panel(s) or equivalent, designed to cover the entire passenger compartment or the majority of it.

Period of Insurance – The period shown in Your Schedule and Certificate of Motor Insurance for which We have agreed to cover You and for which You have paid or agreed to pay a premium.

Personal Effects – Personal property within the Insured Vehicle including clothing, portable audio equipment, multimedia equipment, personal computers, satellite navigation systems not permanently fitted to the Insured Vehicle.

Proposal Form and Declaration – The form signed by You which gives details of You and any other drivers, Your Car and all material information relevant to the cover which You have requested.

Retail Customer – An individual who is acting for purposes which are outside his or her trade, business or profession.

Salvage Value – The value of the Insured Car immediately after the claim Incident.

Schedule – The document giving details of the Insured, the insurer, the policy number, the Insured Car, the level of cover and the premium and which forms part of the Motor Policy.

Statement of Fact/Statement of Insurance – The document giving details of the Period of Insurance, Your cover, the premium and the policy number. The Statement of Fact/ Statement of Insurance includes all the information You provided when Your quotation was prepared and forms the basis of Your contract.

Total Loss – When We settle Your claim by paying the Market Value for the Insured Car less applicable Excess and, where appropriate, the Salvage Value (where You are to retain ownership of the Insured Car upon settlement of Your claim).

Unattended – When You, or any person authorised by You is not present inside Your Vehicle.

United Kingdom/UK – England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands (including transit by sea, air, rail or within and between these places).

We/Us/Our/Premier/the Company/the Underwriters – Premier Underwriting Limited, registered office: 37 Commercial Road, Poole, Dorset BH14 0HU. Registered in: England No. 3760475, authorised and regulated by the Financial Conduct Authority. For and on behalf of the insurer, Premier Insurance Company Limited, First Floor Majestic Ocean Plaza, Ocean Village, Gibraltar GX11 1AA (registered no. 100875) authorised by the Gibraltar Financial Services Commission and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of Our regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from Us on request.

You/Your/the Insured – The person named as the policyholder in both Your Schedule and Your Certificate of Motor Insurance.

Your Car/the Insured Car/Your Vehicle/the Insured Vehicle – The vehicle described in Your Schedule, or any replacement vehicle, details of which have been notified to and accepted by Us, and for which You have a Certificate of Motor Insurance showing the registration mark. Permanently fitted accessories (other than Entertainment and Communication Equipment) are included within this definition.

Your Insurance

This document is a legally binding contract of insurance between You and Us and is based on the information You provided in Your signed Proposal Form and Declaration or Statement of Fact/Statement of Insurance. We have agreed to insure You under the terms, conditions and exclusions contained in this Motor Policy, Schedule, Certificate of Motor Insurance and any Endorsements. The insurance provided by this document covers any liability, loss or damage that occurs during any Period of Insurance for which You have paid or agreed to pay the premium. It is not intended that the Contracts (Rights of Third Parties) Act 1999 should confer any additional rights under this Motor Policy in favour of any third party. Your cover is effective in the United Kingdom and abroad as specified in the "Driving Abroad" section of Your Motor Policy. So that You fully understand what You are covered for, please read Your Motor Policy, Schedule, Certificate of Motor Insurance and any Endorsements. You should pay particular attention to the General Exclusions and General Conditions contained within Your Motor Policy. If any of Your insurance or personal details are incorrect or incomplete, or if You need to make a change to Your policy, if You have any questions or the cover does not meet Your needs, please notify Us as soon as possible via Your Insurance Intermediary. You must let Us know about any changes which have occurred since You first provided Us with Your details. If You do not tell Us about relevant changes, Your policy may not be valid or may not cover You fully.

The following are examples of changes You must notify to Us in respect of You or any person named as a driver under this policy, or in respect of Your Car:

- a change of Your address
- a change of garaging facilities and/or where Your Car is normally kept overnight
- change of or additional occupation (full or part-time)
- a change to the use of Your Car
- a change to the main driver of Your Car
- a change relating to the ownership of Your Car
- any drivers You wish to add to or remove from Your policy
- any convictions not already notified to Us, including fixed penalties or pending prosecutions
- any accidents, claims, losses or damages to any car, whether or not a claim was made and regardless of blame
- any physical or mental condition, disability or infirmity requiring notification to the Driver and Vehicle Licensing Agency (DVLA)
- the prescription of permanent medication
- if You intend to change Your Car, including getting an additional vehicle
- if the Insured Vehicle is likely to exceed the annual mileage declared at the commencement or renewal of the policy for which You may have received a premium discount
- any modifications to Your Car (where it has been altered from the manufacturer's specification). This includes changes to the:
 - appearance (cosmetic changes), such as alloy wheels or paint
 - bodywork, such as body kits or spoilers
 - suspension or brakes or engine
 - performance of the vehicle, such as the engine management system or exhaust
 - audio/entertainment system

This list is not exhaustive so, if in doubt, please notify Your Insurance Intermediary for Your own protection.

The premium You paid is based upon the information You supplied at the inception or renewal date of this insurance policy. Changes to Your policy may result in Our changing the premium to ensure We are collecting the correct premium for the risk, and/or Us changing the compulsory Excess.

Please take care to ensure all questions asked in the preparation of Your quotation and contract have been answered honestly, fully and to the best of Your knowledge. If You haven't answered questions correctly, Your policy may be cancelled, declared void, or Your claim rejected or not fully paid.



Paul Gray
Managing Director, Premier Underwriting Limited

Registered office: 37 Commercial Road, Poole, Dorset BH14 0HU. Registered in: England No. 3760475, authorised and regulated by the Financial Conduct Authority. For and on behalf of the insurer, Premier Insurance Company Limited, First Floor Majestic Ocean Plaza, Ocean Village, Gibraltar GX11 1AA (registered no. 100875) authorised by the Gibraltar Financial Services Commission and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of Our regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from Us on request.

How to read Your Motor Policy

This is Your Motor Policy.

Your Cover

Your Motor Policy, Your Schedule, Your Certificate of Motor Insurance and any Endorsements explain what is and what is not covered.

We must advise You that any Motor Policy, whether cover is Comprehensive, Third Party Fire and Theft or Third Party Only is subject to certain exclusions and conditions. It is therefore essential that You are fully aware of what is and what is not covered by this Motor Policy and what exclusions and conditions apply.

We have designed the Motor Policy to help You understand the cover provided. On many pages, to assist You, We have divided the text under the following headings:-

“What is covered”

This text is printed in black and gives detailed information on the cover provided.

“What is not covered”

This text is printed in green opposite “What is covered” to draw Your attention to what is not covered.

“What is the most We will pay”

This text is also printed in green opposite “What is covered” and indicates the maximum amount We will pay for the cover described.

The General Exclusions to Your Motor Policy are also printed in green as these also indicate “What is not covered”.

Policy Sections which apply to You

The level of cover which applies to You, whether Comprehensive, Third Party Fire and Theft or Third Party Only, is shown on Your Schedule.

If You have **Comprehensive** cover, refer to Sections 1, 3, 4 and the General Conditions and General Exclusions.

If You have **Third Party Fire and Theft** cover, refer to Sections 2, 3, 4 and the General Conditions and General Exclusions.

If You have **Third Party Only** cover, refer to Section 4 and the General Conditions and General Exclusions.

Please read Your Motor Policy, Schedule, Certificate of Motor Insurance and any Endorsements carefully to ensure that Your cover meets Your requirements and the details are correct.

Your Motor Policy, Schedule, Certificate of Motor Insurance and any Endorsements are legal documents – please keep them in a safe place.

Use of Your Car

Your Car will only be covered if You are using it in a way agreed on Your Certificate of Motor Insurance, or any Endorsements.

SECTION 1 – COMPREHENSIVE COVER

A - LOSS OR DAMAGE

What is covered

Loss of or damage to Your Car

We will pay for loss of or damage to Your Car.

We will also pay for loss of or damage to Your Car's spare parts and accessories as long as they are kept in or on Your Car or in Your own private garage and fall within the maximum amount We will pay.

Windscreen Cover

We will pay for:

- the breakage of glass in the windscreen or windows of Your Car
- scratching of its bodywork caused solely by this breakage

If this is the only damage You claim for and the cost of the claim is equal to or less than the maximum amount We will pay, Your No Claim Discount will not be affected.

Entertainment and Communication Equipment

We will pay up to £250 for loss of or damage to Your Car's permanently fitted Entertainment and Communication Equipment.

LOSS OR DAMAGE

What is the most We will pay

Loss of or damage to Your Car

We will not pay:

- more than the Market Value of Your Car at the time of the loss or damage or the amount which You insured it for, whichever is the less;
- the amount of any repair or replacement which improves Your Car beyond its condition before the loss or damage;
- more than the last list or quoted price for any parts or accessories which have become unobtainable or are no longer manufactured;
- for the cost of any fuel kept in Your Car or in Your own private garage.

We may use warranted parts or recycled parts which are not supplied by the manufacturer of the vehicle but will be of a similar standard. If suitable replacement parts are not available We will pay the manufacturer's last list price, together with reasonable fitting costs.

Windscreen Cover

We will not pay:

- more than £175 after the deduction of Your Excess, if the repair or replacement of the windscreen or window(s) is not arranged by Us using the Premier 24 Hour Glass Service (see page 19);
 - more than the Market Value of Your Car at the time of the loss or damage, or the amount which You insured it for; whichever is the less (minus applicable Excess);
 - for recalibration of vehicle sensors, unless otherwise agreed by Us in writing.
- If this is the only damage You claim for, Your No Claim Discount will not be affected.

What is not covered

1. Excess – You will have to pay the applicable Excess as shown on Your Schedule and/or Certificate of Motor Insurance for any claim for the repair or replacement of any windscreen or window(s).
2. Any Panoramic Roofs, sun roofs, roof panels, lights and/or reflectors even if they are made of glass.

Entertainment and Communication Equipment

We will not pay more than the value of the Entertainment and Communication Equipment at the time of the loss or damage, after making a reasonable deduction for wear and tear.

What is covered

Personal Effects

We will pay for loss of or damage to Personal Effects whilst in or on Your Vehicle.

Child Car Seat

If You have a child car seat fitted to Your Car and Your Car is involved in an accident where the damage is covered by this policy, We will cover You for the cost of replacing the child car seat with a new one of a similar standard, even if there is no apparent damage, provided You are able to supply a copy of the original purchase receipt for the car seat.

Replacement Car

We will replace Your Car if it is less than one year old from the date of first registration from new and You have been the sole owner and it is:

- damaged to the extent that repairs will cost more than 60% of the manufacturer's current new car list price (including tax and delivery) at the time the damage occurred, or
- stolen and not recovered.

Payment of Claims for Loss or Damage

We will, at Our reasonable option:

- pay the cost of repairs or pay You in cash the amount of any loss or damage where repair can be economically made; or
- replace Your Car with a car of the same Market Value or pay You in cash for the loss or damage where Your Car is stolen and not recovered or damaged beyond economical repair. The stolen or damaged car will then belong to Us.

If to Our knowledge Your Car belongs to someone else or is the subject of a hire purchase or leasing agreement, payment for the Total Loss or destruction of Your Car will normally be made to the legal owner whose receipt will be a full and final discharge to Us.

When Our Approved Repairer carries out the repairs, You do not need to provide an estimate. If You arrange for a repairer of Your choice to carry out the repairs You must send Premier Claims Service at least two detailed repair estimates and full details of the Incident as soon as possible. We will only be liable for any repair costs at a non-Approved Repairer if We have agreed that the costs are reasonable before any work begins, and We have issued authorisation to the repairer. We may also need to inspect the vehicle and reserve the right to ask You to obtain alternative estimates.

What is the most We will pay

Personal Effects

The maximum amount We will pay for loss of or damage to Personal Effects whilst in or on Your Vehicle is £200

Child Car Seat

The maximum amount We will pay towards each replacement Child Car seat is £150.

The child's car seat should be made available for inspection except in cases where a theft has occurred.

Replacement Car

We will replace Your Car with a new car of the exact make, model and specification, provided such a car is available, or a car of the nearest equivalent. The maximum We will pay is the cost of the new replacement of the exact model and specification of Your Car. The damaged or stolen car will then belong to Us.

What is not covered

1. Excess – You will have to pay a minimum of the amount shown below in respect of each claim for loss of or damage to Your Car.

<u>Driver Age</u>	<u>Amount You Pay</u>
17-20	£100
21-24	£100
25 or over and inexperienced	£100
25 or over and experienced	£100

Inexperienced applies to any driver who has not held a full UK licence for at least one year.

2. Loss of use of Your Car.
3. Depreciation, wear and tear, failure to properly maintain electric vehicle battery systems in line with the manufacturer guidelines.
4. Mechanical, electrical and electronic faults, breakdown, malfunction, failure or breakage (Including any failure caused by or resulting from hacks, viruses, malware) or any loss or damage to the Insured Car through failure to install and/or accept manufacturer recommended Over The Air (OTA) software updates installed wirelessly relating to settings such as functionality, performance and safety updates.

If repairs by Your chosen Non-Approved Repairer cost less than would have been incurred by an Approved Repairer, then the lesser amount will be payable by Us. In any event, We will not pay You more than an Approved Repairer would have charged Us for the repairs to the Insured Car.

Where repairs are carried out by Your chosen non-Approved Repairer, We will be unable to provide You with a Courtesy Car. Unless repairs are carried out by Our Approved Repairer, they are NOT guaranteed by Us.

If Your Car is disabled due to damage covered by this Section, We will pay:

- the reasonable cost of protecting and removing Your Car to the Approved Repairer
- the reasonable cost of delivery following repair to Your address in the United Kingdom

5. *Damage to tyres caused by the application of brakes or by punctures, cuts or bursts.*
6. *Loss of value of Your Car following repair.*
7. *Loss of or damage to Your Car caused directly or indirectly through theft by deception.*
8. *Loss of or damage to Your Car arising from theft, when it is left Unattended and the ignition keys are left in or on Your Car.*
9. *Loss of or damage to Your Car arising from confiscation or requisition or destruction by or under order of any Government or Public or Local Authority.*
10. *Loss of or damage to:*
 - *telephones, television equipment or two-way radio transmitters or receivers.*
 - *money, stamps, tickets, documents, securities, lottery tickets, raffle tickets, promotional vouchers or Air Miles vouchers.*
 - *goods, tools or samples carried in connection with any trade or business.*
 - *property that is covered under any other policy.*
 - *portable satellite navigation equipment arising from theft or attempted theft from the Insured Car when it is left Unattended, unless the equipment has been placed in a locked covered boot or glove compartment.*
11. *Theft of items carried in an open or convertible car, unless kept in a locked boot.*
12. *Loss of or damage caused by an inappropriate type or grade of fuel being used, or from the use of substandard lubricants or parts.*
13. *Loss of or damage caused by chewing, scratching, tearing or fouling by domestic pets, or caused by vermin, insects, mildew or fungus.*
14. *Loss of or damage caused intentionally by You or any member of Your family, or loss or damage someone else causes with Your permission or encouragement.*
15. *Loss of or damage to Your Car arising from or as a result of water freezing in the cooling circulation system of Your Car.*
16. *Loss or damage if any approved security or tracking device (which either We have required You to fit to Your Car as a condition of issuing this Motor Policy or which You have told Us is, or will be, fitted to Your Car) has not been set or is not in full working order. Or if the network subscription for the maintenance or air time contract of any tracking device is not current at the time of loss.*
17. *Loss or damage caused to the vehicle, if at the time of the Incident, it was under the custody or control of anyone with Your permission who is not covered under this Motor Policy.*
18. *Loss or damage to Your Car by Malicious Damage, theft or attempted theft unless this has been reported to the police and a crime reference number obtained.*
19. *Any damage to Your Car caused by frost unless You took reasonable precautions.*

20. Any increase in damage as a result of the vehicle being moved under its own power following an accident.
21. Any storage charges unless You tell Us about them and We agree in writing to pay for them.
22. The unauthorised taking away of Your Car by a family member.
23. Loss or damage arising from theft or attempted theft while any window or sunroof is left opened or if any door is not locked.
24. Any additional repair and/or storage cost incurred through the use of a non-Approved Repairer when You select a repairer of Your choice who is not an Approved Repairer, beyond those costs which would have been incurred had an Approved Repairer carried out the repairs.
25. Credit or debit cards.
26. More than £200 (after the deduction of any Excess that applies) in respect of sign-writing, advertisements, logos or specialist paintwork.

B - ADDITIONAL BENEFITS

What is covered

Medical Expenses

If You or Your passengers are injured as a direct result of an accident involving Your Car, We will pay medical expenses for each person injured.

Personal Accident Benefit

If You or Your husband or wife or Your civil partner (as defined in the Civil Partnership Act 2004) are injured solely and directly as the result of an accident involving Your Car or whilst getting into, travelling as a passenger in or getting out of any private car, We will pay the following amount if, within ninety days of the accident, the injury results in:

Death.....	£2000
Total and irrecoverable loss of all sight in one or both eyes.....	£1000
Loss of use of one or more limbs.....	£1000

Service or Repair

The cover You have under this Motor Policy applies to You while Your Car is in the custody of the Motor Trade for service, repair, maintenance or testing. While Your Car is in the custody of the Motor Trade We will ignore any limitations as to driving or use as shown in Your Certificate of Motor Insurance.

ADDITIONAL BENEFITS

What is the most We will pay

Medical Expenses

We will pay medical expenses up to £200 for each person injured as a direct result of an accident involving Your Car.

Personal Accident Benefit

The maximum We will pay is £2000 per person following any one accident. Payment will be made direct to the Insured or to their legal representative.

What is not covered

We will not pay the Personal Accident Benefit for death or injury:

- if the injured person is aged 70 years or more at the time of the accident.
- if caused by deliberate self-injury, suicide or attempted suicide or any injury arising wholly or in part from natural disease or weakness in any form.
- if at the time of the accident, the injured person has any alcohol or drug content in the blood/urine in excess of the legal limit.
- if the injured person was not wearing a seat belt when required to do so by law.
- under more than one Motor Policy.

SECTION 2 – THIRD PARTY FIRE AND THEFT COVER

A - LOSS OR DAMAGE

What is covered

Loss of or damage to Your Car

We will pay for loss of or damage to Your Car caused by:

- Fire
- Theft

We will also cover Your Car's spare parts and accessories in the same way as long as they are kept in or on Your Car or in Your own private garage and fall within the maximum amount We will pay.

Entertainment and Communication Equipment

We will pay up to £250 for loss of or damage to Your Car's permanently fitted Entertainment and Communication Equipment caused by fire or theft.

Payment of Claims for Loss or Damage

We will, at Our reasonable option:

- pay the cost of repairs or pay You in cash the amount of any loss or damage where repair can be economically made; or
- replace Your Car with a car of the same Market Value or pay You in cash for the loss or damage where Your Car is stolen and not recovered or damaged beyond economical repair. The stolen or damaged car will then belong to Us.

If to Our knowledge Your Car belongs to someone else or is the subject of a hire purchase or leasing agreement, payment for the Total Loss or destruction of Your Car will normally be made to the legal owner whose receipt will be a full and final discharge to Us.

When Our Approved Repairer carries out the repairs, You do not need to provide an estimate. If You arrange for a repairer of Your choice to carry out the repairs You must send Premier Claims Service at least two detailed repair estimates and full details of the Incident as soon as possible. We will only be liable for any repair costs at a non-Approved Repairer if We have agreed that the costs are reasonable before any work begins, and We have issued authorisation to the repairer. We may also need to inspect the vehicle and reserve the right to ask You to obtain alternative estimates. If repairs by Your chosen non-Approved Repairer cost less than would have been incurred by an Approved Repairer, then the lesser amount will be payable by Us. In any event, We will not pay You more than an Approved Repairer would have charged Us for the repairs to the Insured Car.

LOSS OR DAMAGE

What is the most We will pay

Loss of or damage to Your Car

We will not pay:

- more than the Market Value of Your Car at the time of the loss or damage or the amount which You insured it for, whichever is the less;
- the amount of any repair or replacement which improves Your Car beyond its condition before the loss or damage;
- more than the last list or quoted price for any parts or accessories which have become
 - unobtainable or are no longer manufactured;
 - for the cost of any fuel kept in Your Car or in Your own private garage.

Entertainment and Communication Equipment

We will not pay more than the value of the Entertainment and Communication Equipment at the time of the loss or damage, after making a reasonable deduction for wear and tear.

What is not covered

1. *Excess – You will have to pay a minimum of £100 in respect of each claim for loss of or damage to Your Car.*
2. *Loss of use of Your Car.*
3. *Depreciation, wear and tear, failure to properly maintain electric vehicle battery systems in line with the manufacturer guidelines.*
4. *Mechanical, electrical and electronic faults, breakdown, malfunction, failure or breakage (Including any failure caused by or resulting from hacks, viruses, malware) or any loss or damage to the Insured Car through failure to install and/or accept manufacturer recommended Over The Air (OTA) software updates installed wirelessly relating to settings such as functionality, performance and safety updates.*
5. *Loss of value of Your Car following repair.*
6. *Loss of or damage to Your Car caused directly or indirectly through theft by deception.*
7. *Loss of or damage to Your Car arising from theft when it is left Unattended and the ignition keys are left in or on Your Car.*
8. *Loss of or damage to:*
 - telephones, television equipment or two-way radio transmitters or receivers.
 - money, stamps, tickets, documents, securities, lottery tickets, raffle tickets, promotional vouchers or Air Miles Vouchers.

Where repairs are carried out by Your chosen non-Approved Repairer, We will be unable to provide You with a Courtesy Car.

Unless repairs are carried out by Our Approved Repairer, they are NOT guaranteed by Us.

If Your Car is disabled due to damage covered by this Section, We will pay:

- the reasonable cost of protecting and removing Your Car to the Approved Repairer
- the reasonable cost of delivery following repair to Your address in the United Kingdom

SECTION 3 – THEFT OF KEYS

If the keys or key fob for Your Car are stolen, We will pay the cost of replacing:

- the keys or key fob
- the door locks or boot lock (or both)
- the ignition and steering lock

We will also pay the cost of re-coding or, if necessary, replacing any alarm system Your Car has.

- goods, tools or samples carried in connection with any trade or business.
- property that is covered under any other policy.
- portable satellite navigation equipment arising from theft or attempted theft from the Insured Car when it is left Unattended, unless the equipment has been placed in a locked covered boot or glove compartment.

9. Loss of or damage to Your Car arising from confiscation or requisition or destruction by or under order of any Government or Public or Local Authority.
10. Theft of items carried in an open or convertible car, unless kept in a locked boot.
11. The unauthorised taking away of Your Car by a family member.
12. Loss or damage if any approved security or tracking device (which either We have required You to fit to Your Car as a condition of issuing this Motor Policy or which You have told Us is, or will be, fitted to Your Car) has not been set or is not in full working order. Or if the network subscription for the maintenance or air time contract of any tracking device is not current at the time of loss.
13. Loss or damage caused to the vehicle, if at the time of the Incident, it was under the custody or control of anyone with Your permission who is not covered under this Motor Policy.
14. Loss or damage to Your Car by theft or attempted theft unless this has been reported to the police and a crime reference number obtained.
15. Any storage charges unless You tell Us about them and We agree in writing to pay for them.
16. Any additional repair and/or storage cost incurred through the use of a non-Approved Repairer when You select a repairer of Your choice who is not an Approved Repairer, beyond those costs which would have been incurred had an Approved Repairer carried out the repairs.

THEFT OF KEYS

What is the most We will pay

The most We will pay under Section 3 is £750 for any one Incident, provided that the theft is reported to the police as soon as possible (normally within 48 hours of You becoming aware of the loss) and a crime reference number is assigned.

What is not covered

We will not pay any claim where the keys or key fob are:

- left in or on the Insured Car at the time of the loss;
- taken without Your permission by a member of Your immediate family or person living in Your home;
- taken as a result of fraud or deception.

SECTION 4 – ALL TYPES OF COVER

A - LEGAL LIABILITY TO OTHERS

What is covered

Your legal liability to other people

We will pay all amounts that You are legally liable for in respect of:

- death of or bodily injury to any other person;
- damage to the property of any other person;

arising from any one Incident involving the use on a road, or other public place in the United Kingdom of:

- Your Car
- any trailer or one mechanically propelled vehicle which is not driveable, whilst attached to Your Car in accordance with the manufacturer’s recommendation, or if accidentally detached during the course of a journey.

We will also cover the following people for their legal liabilities to others in the same way as We cover You:

- any person permitted by Your Certificate of Motor Insurance to drive Your Car.
- any person using, but not driving Your Car with Your permission for social, domestic or pleasure purposes.
- any passenger travelling in or getting into or out of Your Car.
- Your employer or business partner while You are driving or using Your Car on their business, provided this is permitted by Your Certificate of Motor Insurance.
- Your spouse’s employer or business partner while Your spouse is driving or using Your Car on their business, provided this is permitted by Your Certificate of Motor Insurance.
- the legal representative(s) of any deceased person We cover under this Motor Policy in respect of legal liability incurred by the deceased person.

Emergency Treatment Fees

We will pay any charges as required by the Road Traffic Acts for emergency medical assistance following an accident involving a car which We cover.

LEGAL LIABILITY TO OTHERS

What is not covered

Your legal liability to other people

1. We will not provide cover for the legal liability of any person We insure under this Motor Policy if there is any other insurance in force that covers the same liability.
2. Death of or bodily injury to any person arising out of that person’s employment except where it is necessary to meet the requirements of the Road Traffic Acts or any other laws that may apply to motor insurance.
3. Loss of or damage to Your Car, trailer, disabled vehicle or any other property belonging to or in the care of any person We cover under this Motor Policy.
4. Anyone who is not driving, but who makes a claim, if they knew the driver did not hold a valid driving licence.

What is the most We will pay

We will not pay:

more than £20million (including legal costs) in respect of any claim or series of claims for loss of or damage to property and any other indirect loss arising out of damage to property caused by one event.

DRIVING ABROAD

We will extend Your cover in the United Kingdom to apply to any country which is a member of the European Union (EU) and any other country which agrees to follow EU Directives on motor insurance and is approved by the European Commission, provided that:

- Your permanent home is in the United Kingdom.
- Your visit(s) is/are of a temporary nature; i.e. for a maximum period of 90 days in any one Period of Insurance.
- You tell Your Insurance Intermediary before You leave.
- You are using Your Car for social, domestic or pleasure purposes only.

If You exceed the 90 day period without Our permission, cover is reduced to the minimum You need under European Union Directives on motor insurance while Your Car is in the countries as above.

If We agree beforehand and You pay any extra premium We need, You may extend Your insurance to apply while You are using Your Car abroad for business purposes.

Cover includes transit between countries within the territorial limits by air, rail or recognised sea routes which take 65 hours or less under normal circumstances.

We will cover the reasonable cost of the return of Your Car to Your address in the United Kingdom in the event of loss or damage covered by this Motor Policy if:

- it is not possible to economically repair Your Car prior to Your intended return to the United Kingdom.
- following its loss, Your Car is recovered after Your return to the United Kingdom.

Contact Your insurance advisor if a named driver wishes to take Your Car abroad without You (or Your spouse if insured on this Motor Policy).

Spanish Bail Bond

Our representatives (in Spain) can act to release You or Your Car if You or Your Car are held after an accident.

Our representatives can pay up to £1,000 to do this, but You must refund to Us any monies paid under this Section.

Autorizamos a la Oficina Española de Aseguradores de Automóviles (Ofesauto), o sus representantes designados, a actuar en nombre de nuestro Asegurado para obtener la liberación del vehículo, y/o del Asegurado, y/o de la persona autorizada para conducir el mismo, de detención oficial como consecuencia de un accidente.

A tal efecto, la Oficina Española de Aseguradores de Automóviles (Ofesauto), o sus representantes designados, queda autorizada por el presente para establecer garantías o depósitos hasta £1,000 o €1500 en concepto de fianza penal. (La finalidad de esta garantía no es aplicable en casos de multas).

Northern Ireland

If You are permanently resident in Northern Ireland, cover is extended to include temporary use of Your Car in the Republic of Ireland provided this is permitted by Your Certificate of Motor Insurance.

Customs Duty

We will pay any Customs Duty for which You are legally liable in respect of Your Car after it has been imported into any country which is a member of the European Union or which agrees to follow European Union Directives on motor insurance as a direct result of any loss or damage covered by this Motor Policy.

NO CLAIM DISCOUNT

We will allow a discount against Your renewal premium if no claim has been made or arisen or if no claim is likely to be made under this Motor Policy during the previous 12 month Period of Insurance.

The amount of the discount You will receive will be in accordance with Our scale of No Claim Discount applicable at the time of renewal.

If We have to make a payment which We have not yet been able to recover or which We cannot recover from any other party involved in the Incident, a claim will count against Your No Claim Discount, even if You are not at fault.

Claims which do not affect Your No Claim Discount:

- any claim for payment of Emergency Treatment Fees as required by the Road Traffic Acts
- any claim where We have obtained a full recovery of any costs
- any windscreen claim paid in accordance with the Windscreen Cover under Section 1 of this Motor Policy

NO CLAIM DISCOUNT PROTECTION

If No Claim Discount Protection is included in Your Motor Policy, Your No Claim Discount will not be reduced provided not more than two claims are made under Your Motor Policy in any three successive years. If You make a claim during the Period of Insurance, No Claim Discount Protection may not be available to You at renewal. No Claim Discount Protection does not protect the overall price of Your Motor Policy. The price of Your Motor Policy may increase following an accident even if You were not at fault.

UNINSURED DRIVER PROMISE (Comprehensive policies only)

If the driver of Your Car is involved in an accident with an uninsured motorist, We will refund the cost of any Excess You have to pay, provided that We can establish that You were not at fault in any way.

You must provide:

- The vehicle registration number, make and model of the other vehicle involved.
- The other vehicle's driver details.
- Names and addresses (where available) of any independent witnesses.

Where the accident is not Your fault and the driver is uninsured, You will not lose Your No Claim Discount. If, when Your renewal is due, investigations are still ongoing, You may lose Your No Claim Discount temporarily.

However, once We confirm that the Incident was the fault of the uninsured driver, We will restore Your No Claim Discount and refund any extra premium You have paid.

VANDALISM PROMISE (Comprehensive policies only where an Approved Repairer is used)

If You claim for damage to Your Car that is the result of vandalism which is caused by a malicious and deliberate act, You will not lose Your No Claim Discount.

This is subject to the following conditions being met:

- You pay Your Excess. Please refer to Your Schedule for Excess amounts.
- The Incident is reported to the police and You are assigned a crime reference number.
- The damage is not caused by another vehicle.

When Your renewal is due, You may lose Your No Claim Discount until We are supplied with a relevant crime reference number.

However, once received and validated, We will restore Your No Claim Discount and refund any extra premium You have paid.

EMERGENCY TRANSPORT AND ACCOMMODATION (Comprehensive policies only where an Approved Repairer is used)

If You are not able to drive Your Car as a result of an accident which is covered under Section 1 of this Motor Policy, We will pay up to £100 per person in respect of:

- alternative travel expenses for You and all occupants of Your Car to reach Your destination; or
- emergency overnight accommodation for You and all occupants of Your Car when an unplanned overnight stay is necessary.

You are required to pay for the accommodation and/or travelling expenses yourself and forward receipts to Premier Claims Service to reimburse You.

We will not reimburse you:

- more than £250 in total per Incident
- for the purchase of any sundries, including but not limited to, drinks, meals, clothing, toiletries, newspapers, television or telephone calls

This benefit does not apply outside of the United Kingdom.

CAR SHARING

If You receive a contribution for carrying passengers in Your Car as part of a car sharing arrangement for social or other similar purposes, We will not regard this as using Your Car for hiring, provided that:

- Your car is not constructed or adapted to carry more than seven passengers (excluding the driver)
- the passengers are not being carried in the course of a business of carrying passengers
- the total contributions received for the journey concerned do not include an element of profit

ENDORSEMENTS APPLICABLE TO YOUR MOTOR POLICY

The following Endorsements will only apply if referred to in Your Schedule and are subject otherwise to the terms, exceptions and conditions of this Motor Policy.

Endorsement 1 – Indemnifying the Police Authority – premises only

We will provide indemnity under Section 4 of this Motor Policy to the Police Authority You and/or Your spouse are employed by whilst Your Car is entering, leaving or standing in or about any premises under Your and/or Your spouse's employer's authority, provided that Your and/or Your spouse's employer is not entitled to indemnity under any other policy and complies with the provisions of this Motor Policy as applicable.

GENERAL CONDITIONS: The General Conditions apply to Your whole Motor Policy

This insurance does not give rights to any person other than You unless We say differently elsewhere in this document. Anyone claiming cover under this Motor Policy must abide by all the conditions in this document and any Endorsements. We will only provide cover if You have paid the premium.

1. ACCIDENT AND CLAIMS PROCEDURE

If any accident, injury, loss or damage occurs, regardless of blame, You must:

- inform Premier Claims Service by telephone, giving full details, as soon as is reasonably possible, ideally within 1 hour
- send every communication You receive in connection with the claim to Premier Claims Service, unanswered, as soon as possible after You receive it
- notify Premier Claims Service as soon as You become aware of any pending prosecution, Coroner's inquest, or fatal accident in inquiry involving any person covered by this Motor Policy
- not admit to, negotiate on, promise to pay or refuse any claim unless You have written permission from Us or Premier Claims Service
- not act in any way to prejudice Our interests
- provide Us and/or Premier Claims Service with all reasonable assistance We may need

2. HANDLING THE CLAIM ON YOUR BEHALF

We or Premier Claims Service can take over and conduct in Your name or in the name of any other person covered by this Motor Policy:

- the defence or settlement of any claim
- legal proceedings in Your name at Our expense and for Our benefit to recover any payments made under this Motor Policy

You or the person whose name We use must co-operate with Us on any matter affecting this insurance.

3. MAKING A CLAIM

Information on how to make a claim is given on page 17.

In the event of a claim covered by this Motor Policy, You must still pay the premium. If payment is not made, We or Our authorised insurance advisors:

- may cancel this Motor Policy in accordance with General Condition 11 and seek payment of the outstanding balance of premium;
- may refuse to pay any claim arising from an occurrence on or after the due date of the premium;
- reserve the right to deduct any outstanding premium from the claim payment, if the claim is for loss of or damage to Your Car which is covered by this Motor Policy;
- may recover from You the outstanding balance of premium or seek reimbursement from You of any claim payment which has already been made.

4. RIGHT OF RECOVERY

- (a) If the law of any country in which this Motor Policy operates obliges Us to pay a claim which We would not otherwise have paid in the United Kingdom, We reserve the right to recover this amount from You or from the person who incurred the liability.
- (b) Subject to paragraph 4(c) below You agree to indemnify Us in full in relation to any amount We pay to a third party (whether by agreement, operation of the Road Traffic Act 1988, or similar enactment including article 75 of the Articles of Association of the Motor Insurance Bureau) in satisfaction of a loss, or claimed loss arising out of the use of Your Car.
- (c) You are not required to indemnify Us where We have made a payment to a third party pursuant to an agreement if the liability or alleged liability giving rise to the agreement is one covered by the terms of this Motor Policy.

5. FRAUDULENT CLAIMS

If a claim is made which You or anyone acting for You knows to be false, or if You give Us incorrect information or fraudulent documents, We will not pay the claim, cover under this insurance will not be valid and You will lose any premium You have paid.

6. OTHER INSURANCE

If, at the time You make a valid claim under this Motor Policy, there is any other insurance covering the same loss, damage or liability, We will only pay any amount above that provided by the other insurance. This condition does not make Us responsible for any amount We would not otherwise have paid under any section of this Motor Policy.

7. CARE OF YOUR CAR

You or any other person covered by this Motor Policy must take all reasonable steps to keep Your Car in a roadworthy condition at all times, including holding a valid Ministry of Transport (MOT) Certificate when required to do so by law, and protecting it from loss or damage. You must lock and secure Your Car when You leave it. We can examine Your Car at any reasonable time.

8. CHANGES TO INFORMATION RELEVANT TO YOUR COVER

You must notify Us as soon as possible of any changes which affect Your Motor Policy and which have occurred either since the cover started or since the last renewal date. If You do not tell Us about relevant changes, Your Motor Policy may not be valid or may not cover You fully.

9. CANCELLATION DURING THE INITIAL PERIOD OF COVER - RETAIL CUSTOMERS ONLY

If You are a Retail Customer You have a right to cancel the insurance policy evidenced by Your Certificate of Motor Insurance. In order to exercise this right of cancellation You must advise Us or Your insurance advisor within 14 days of the start date of Your Motor Policy or (if later) the day on which You receive the policy documentation and supporting information.

If You exercise Your right to cancel the insurance policy, provided no claims have been made in the current Period of Insurance You will be charged 'pro rata' rates for the period of time You have had insurance cover. If any claims have been made in the current Period of Insurance any refund of the premium due will be retained by Us unless We have been able to make a full recovery of costs incurred. Additional charges may include Our cancellation fee, a proportion of any commission paid to Your insurance advisor and a proportion of any fees charged by Your insurance advisor, sufficient to cover Your insurance advisor's costs.

Details of motor insurance policies are held on the Motor Insurance Database (MID) and the MID entry for Your policy will be deleted upon cancellation of the policy.

You are reminded that it is an offence to keep a vehicle without insurance unless it is formally declared to the Driver and Vehicle Licensing Agency (DVLA) as being off the road via a Statutory Off Road Notification (SORN). The DVLA have access to the MID and now issue fixed penalty notices to registered keepers who do not have insurance or who have not declared their vehicle with a SORN.

10. MID-TERM CANCELLATION OF EXISTING POLICIES

Where agreed by Us, any 'mid-term' cancellation of the insurance policy evidenced by Your Certificate of Motor Insurance will operate only from the date You tell Us or Your insurance advisor You want the policy to be cancelled from or (if later) the date on which We or Your insurance advisor receive Your notice of cancellation. Details of motor insurance policies are held on the Motor Insurance Database (MID) and the MID entry for Your policy will be deleted upon cancellation of the policy. You are reminded that it is an offence to keep a vehicle without insurance unless it is formally declared to the Driver and Vehicle Licensing Agency (DVLA) as being off the road via a Statutory Off Road Notification (SORN). The DVLA have access to the MID and now issue fixed penalty notices to registered keepers who do not have insurance or who have not declared their vehicle with a SORN.

Provided no claims have been made in the current Period of Insurance You will be charged 'pro rata' rates for the period of time You have had insurance cover. If any claims have been made in the current Period of Insurance any refund of the premium due will be retained by Us unless We have been able to make a full recovery of costs incurred.

Additional charges may include Our cancellation fee, a proportion of any commission paid to Your insurance advisor and a proportion of any fees charged by Your insurance advisor, sufficient to cover Your insurance advisor's costs.

11. THIS MOTOR POLICY MAY ALSO BE CANCELLED:

- i) by Us or Our authorised insurance advisors by giving You seven days' notice in writing where there is a valid reason for doing so. We will send Our cancellation letter to Your last known address and will set out the reason for cancellation in Our letter. If We do cancel Your Motor Policy, You will be entitled to a refund of the unexpired portion of Your premium. Valid reasons for cancellation may include but are not limited to:
- Where You have failed to answer honestly and to the best of Your knowledge all questions asked in the preparation of Your quotation and contract.
 - Where You fail to supply requested validation documentation (i.e. proof of No Claims Discount, proof of address, copy driving licence etc).
 - Where You are required in accordance with the terms of this Policy Booklet to co-operate with Us, or send Us information or documentation and You fail to do so in a way that materially affects Our ability to process a claim, or Our ability to defend Our interests.
 - Where We suspect fraud, in which case cancellation may be immediate and We may retain any premium paid. We may also inform the police of the circumstances. If the fraud or suspected fraud is in respect of a claim under this Motor Policy, We have the right to recover any payment already made in respect of this claim.
 - Use of threatening or abusive behaviour or language, or intimidation or bullying of Our staff or suppliers.
- ii) by Us or Our authorised insurance advisors by giving You seven days' notice in writing if You do not pay the premium or any instalment of the premium. We will send Our cancellation letter to Your last known address and will set out the reason for cancellation in Our letter. If We do cancel Your Motor Policy for this reason, We will not refund any instalments You have already paid.

Details of motor insurance policies are held on the Motor Insurance Database (MID) and the MID entry for Your policy will be deleted upon cancellation of the policy. You are reminded that it is an offence to keep a vehicle without insurance unless it is formally declared to the Driver and Vehicle Licensing Agency (DVLA) as being off the road via a Statutory Off Road Notification (SORN). The DVLA have access to the MID and now issue fixed penalty notices to registered keepers who do not have insurance or who have not declared their vehicle with a SORN.

GENERAL EXCLUSIONS: The General Exclusions apply to Your whole Motor Policy

What is not covered

1. USE AND DRIVING WHICH WE DO NOT COVER

Your Motor Policy does not cover any accident, injury, loss, damage or liability when any vehicle covered by this Motor Policy is:

- being used for any purpose that Your Certificate of Motor Insurance does not permit.
- in the charge of or being driven by any person who is not described in Your Certificate of Motor Insurance as a person entitled to drive.
- in the charge of anyone who is disqualified from driving, or who has not held, or who by law is prevented from holding or getting a driving licence.
- being driven by any person who does not comply with the terms and conditions of the driving licence held.
- in an unsafe or unroadworthy condition or, where such regulations require, does not have a current MOT certificate.
- in or on that part of any airport, aerodrome, airfield or military base which is used for the take off and landing of aircraft, including the movement of aircraft on the ground and aircraft parking aprons and the associated service roads, refuelling areas and ground equipment parking areas.
- towing a trailer which is unsafe or has an insecure load.
- being used for a purpose for which it is not insured (as long as You do not make a profit, Your employer can pay an allowance for the number of miles You drive, or a passenger can contribute towards the cost of fuel).
- being driven with a load or a number of passengers which is unsafe or greater than the manufacturer's specifications.
- being used for any competition, rally, trial, track day, performance test, race or speed trial (whether between motor vehicles or otherwise). This exclusion applies even if the event is not on a public road and regardless of whether it is authorised by the police or another relevant authority.

2. NOTIFICATION OF A CHANGE OF CAR

This Motor Policy does not cover a car unless:

- We already have details of the car; or
- details are given to Us if You change Your Car before or on the date You acquire the car and We accept them.

3. LIABILITY WHICH RESULTS FROM AN AGREEMENT

This Motor Policy does not cover any liability You have accepted by agreement or contract, unless that liability would have existed without the agreement.

4. WAR RISKS, RIOT AND CIVIL COMMOTIONS, ACTS OF TERRORISM AND EARTHQUAKE

This Motor Policy does not cover any consequence of:

- war, revolution, or similar event.
- riot or civil commotion happening in Northern Ireland or outside the United Kingdom.
- any loss, damage, injury or legal liability caused directly or indirectly by terrorism or any similar event. This exclusion does not apply to cover We must provide under the Road Traffic Acts or any other laws which apply to motor insurance. This exception does not apply to sections 1, 2 or 3 of this Motor Policy.
- earthquake.

5. RADIOACTIVE CONTAMINATION AND SONIC BANGS

This Motor Policy does not cover loss or damage caused directly or indirectly by:

- ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel.
- the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component.
- pressure waves from aircraft or flying objects.

6. POLLUTION

This Motor Policy does not cover loss or damage by pollution or contamination, however caused, other than cover needed by the Road Traffic Acts or any other laws which apply to motor insurance.

7. CARRYING OF DANGEROUS GOODS

This Motor Policy shall not apply in respect of claims arising out of the ownership, operation, maintenance or use of any vehicle the principle use of which is:

- the transportation of high explosives such as nitro-glycerine, dynamite or any other similar explosive.
- the bulk transportation of liquefied petroleum or gasoline (use of a tank truck for the transportation of fuel for the original Insured's own use is not excluded).
- the transportation of chemicals or gases in liquid, compressed or gaseous forms.

8. DELIBERATE ACTS

This Motor Policy does not cover loss of, destruction or damage to any property or any resulting loss or expense arising from any deliberate act by You or any person using or driving Your Car.

9. ILLEGAL ACTS

This policy does not cover any Incident where You or any other person who was driving at the time:

- was over the prescribed legal limit for alcohol at the time of the Incident, whether or not the driver was in fact intoxicated or their mental abilities were otherwise impaired by the alcohol.
- was over the prescribed legal limit for drug(s) whether prescribed or not, whether illegal or not and whether or not the driver was in fact intoxicated or their mental abilities were otherwise impaired by the drug(s).
- was driving while impaired through drink or drugs, whether prescribed or otherwise, at the time of the Incident.
- failed to provide a sample of breath, blood or urine when required to do so, without lawful reason, in respect of the Incident.
- was using a mobile phone or device.

For the avoidance of doubt, You or any other person who was driving at the time do not need to have been convicted of an offence for this exclusion to apply.

10. CYBER

We shall not be liable for any death, bodily injury, loss or damage as a result of failure, interference or malfunction, either deliberate or accidental, with Your Vehicle electronics, computer systems, Advanced Driver-Assistance Systems (ADAS) or artificial intelligence systems as a result of an act of cybercrime or any similar malicious act.

ADVICE FROM PREMIER ON HOW TO MAKE A CLAIM

The information on pages 17 does not form part of Your Motor Policy. It is intended as a guide in the event that You need to make a claim.

Important Notice - All accidents/claims **MUST** be reported within 24 hours, whether You want to make a claim or not, and whether Your fault or not. Failing to report an accident or claim can expose You to charges and expenses for which You are personally liable, and could result in Your insurance being invalid.

The accompanying documents sent to You by Your Insurance Intermediary with this booklet will show the contact telephone number You need to call when first reporting the accident/claim. Once You have reported the accident/claim, You will be referred on to our claims service if You wish to pursue a claim under Your Motor Policy and/or if a Third Party is likely to make a claim.

Who will deal with Your claim?

We have authorised Our claims service to deal with Your claim on Our behalf. You should therefore refer all correspondence and telephone enquiries to them. (Appropriate contact details will be provided at the time the accident/claim is first reported to them).

What to do after an accident

- a) You must stop as soon as possible, in a safe place (if You have a warning triangle, place it well before any obstruction). It is a serious offence not to do so. If anybody has been injured, call the police and ambulance.
- b) You must give Your name and address to anyone involved in the Incident, together with details of Your Car and Us.
- c) If You are unable to notify the police at the scene of the accident, You must report it to them as soon as possible, and in any case within 24 hours.
- d) Obtain the name, telephone number and constabulary of any police officer who attends the accident.
- e) Obtain the name, address and telephone number of all witnesses.
- f) Note the details of the third party, including their name and address, the registration number of the vehicle, the name of their insurance company and their policy number.
- g) Note the number of passengers in each vehicle, including names and addresses of anyone who is injured (or suggesting they have been injured).
- h) Take pictures of the accident scene with Your mobile phone. Try to include vehicle locations and the extent of any damage.
- i) Sketch a rough diagram of the accident scene.
- j) Do not admit liability, seek settlement or offer to negotiate.
- k) If You have a dashcam fitted in Your Car, remove the memory card and ensure that any footage is saved and provided to Premier Claims Service.
- l) Report the accident to Your Insurance Intermediary using the contact details they have provided in the accompanying documentation.
- m) If for any reason You have not been able to exchange details with other drivers or owners of property, or You were in a collision with an animal, You must report the accident to the police as soon as possible, and certainly within 24 hours.

IMPORTANT NOTICE - ALL ACCIDENTS AND CLAIMS **MUST BE REPORTED WITHIN 24 HOURS, WHETHER YOU WANT TO MAKE A CLAIM OR NOT, AND WHETHER YOUR FAULT OR NOT. FAILING TO REPORT AN ACCIDENT OR CLAIM CAN EXPOSE YOU TO CHARGES AND EXPENSES FOR WHICH YOU ARE PERSONALLY LIABLE AND COULD RESULT IN YOUR INSURANCE BEING INVALID.**

PRIVACY POLICY

Who to contact about Your personal information

Premier Underwriting Ltd is the Data Controller for personal data You provide to Us. You can find Us on the Financial Services Register under reference number 307164.

Premier Underwriting Limited has been appointed as the UK representative for Premier Insurance Company Limited.

Should You have any questions about how We use Your information, or if Your personal information needs updating, please write to:

Data Protection Officer
Premier Underwriting Ltd
Ocean 80
80 Holdenhurst Road
Bournemouth
Dorset
BH8 8AQ

Email address of Data Protection Officer: premier.enquiries@premierunderwriting.com

A response to Your request will be provided to You within 28 days of Us receiving a valid request.

Your personal information and how it is collected

We may receive personal information about You from any of the following sources:

- You or Your Insurance Intermediary
- a price comparison website to whom You have submitted Your details for a quote
- someone You have authorised to incept a policy on Your behalf
- through the process of You making a claim
- third parties such as credit reference or debt collection agencies (for example, to confirm Your personal data); and
- from insurers, witnesses, third parties and solicitors (for example, details relating to an Incident that is the cause of a claim)

The information We receive may consist of the following personal data:

- general identification and contact information such as Your name, home address, telephone number, e-mail address and date of birth
- other personal information that is provided when completing an application for a quote for any policy, including (where necessary) Driving Licence Number, No Claims Discount, Vehicle Registration Mark
- information about any Incident that may result in a claim

Collecting and processing personal data is necessary for the performance of the contract of insurance (including the quoting, incepting and managing of the policy for its duration) which forms the lawful basis for Us holding and processing Your data.

The information We receive may consist of special category data:

- special category data includes details about medical conditions and sexual orientation

By providing special category data You acknowledge the use of such details by Premier Underwriting Ltd and its third parties for the purposes outlined in this privacy policy. Processing of this special category data is necessary for the purposes of providing You with a quote and to incept or renew Your policy. The legal basis under which We process special category data is for reasons of substantial public interest which includes an insurance purpose which is a specific derogation that allows the insurance industry to process sensitive data and data relating to criminal convictions.

You should show this notice to anyone whose personal information You provided as part of Your insurance application. You must ensure that any such information You supply relating to anyone else is accurate and that You have obtained their consent to the use of their data for the purposes set out within this privacy policy.

It is important that the information You provide to Us is accurate, as incorrect information could affect the price of Your policy, result in Your policy being cancelled, result in Your policy being declared void, or lead to a claim being rejected or not fully paid.

Your personal data will be retained for as long as is reasonably necessary for the purposes listed above or as required by the law. For example, Premier Underwriting Ltd will retain personal information to enable Us to manage Your policy, respond to complaints, demonstrate compliance with Financial Conduct Authority (FCA) rules and support Our ability to defend against legal claims. Information is retained as required and directed by the FCA and in line with guidance from the Association of British Insurers. Our standard period of retention is 21 years and four months after the expiry of Your policy. This retention period is necessary in order to manage claims that may involve an unborn child and allows time for them to reach the age of maturity and pursue a claim. However, Your personal data contained in other types of document may be retained for shorter periods. If required, please contact Us for further details of applicable retention periods. Personal data may for reasons of security and convenience be stored on remote data facilities but in an encrypted form.

How We use Your personal information

Your personal information may be used by Premier Underwriting Ltd for the following purposes:

- to make decisions about whether to provide insurance
- to determine the terms and premium for an insurance policy
- to assess Your financial standing
- to verify the information provided including the claims history of persons named on the policy now or in the future
- to confirm Your identity
- to prevent, detect and investigate crime, including fraud and money laundering
- to administer and maintain Your policies
- to assist with claims and enquiries
- to facilitate Our quality and compliance monitoring
- to resolve complaints and process requests for data access or correction
- to use statistical analysis and profiling to support Our pricing strategy
- in the event of a claim, We may contact You to seek feedback on Our performance

In order to deliver Our services to You We use third party processors (for example, for the purposes of claims handling, data transfer, statistical analysis, credit searches and fraud prevention). Such processing is conducted under contract and We ensure that appropriate data protection and information security assurances are provided. We will always seek to minimise identifiable personal data wherever possible.

In order to prevent or detect fraud We will check the details You have provided in respect of Your Vehicle and all named drivers with various fraud prevention agencies and anti-fraud registers, who may record a search. Searches may also be made against other insurers' databases, the Electoral Roll and the Register of Judgments, Orders and Fines. To validate Your (and any persons named on the policy) driving history We may also check the available databases to confirm Your licence status, entitlement and restriction information and

Endorsement/conviction data as well as any No Claims Discount You are claiming. These checks include processing conducted automatically by computers and may affect pricing or Our ability to quote for insurance. We may cancel Your insurance policy if We believe fraudulent details have been provided.

Sharing of personal information

Information received by Premier Underwriting Ltd from all sources may be shared with any of the following and used as detailed within this privacy policy, as required or permitted by law:

- other members of the Premier Group and specifically with Your insurer, Premier Insurance Company Limited and We specifically draw Your attention to its privacy notice to comply with data protection laws: <https://www.picl.gi/privacy-policy/>
- law enforcement agencies. We may also share Your information with law enforcement agencies, other organisations and public bodies where We reasonably believe it is necessary for the prevention and detection of fraud, crime or where required to do so under a court order.
- third parties (for example, in the event of a claim We may need to disclose information with any other party involved in that claim such as third parties involved in the Incident, their insurer, solicitor or representative and medical teams, the police or other investigators)
- the Motor Insurance Database (MID), which is managed by the Motor Insurers' Bureau (MIB). Information relating to Your insurance policy will be added to the MID. MID and the data stored on it may be used by certain statutory and/or authorised bodies including the police, the DVLA, the Driver and Vehicle Agency (DVA) Northern Ireland, the Insurance Fraud Bureau, anyone pursuing a claim in respect of a road traffic collision and other bodies permitted by law for purposes not limited to but including Electronic Licensing and Continuous Insurance Enforcement
- third party processors
- reinsurers. In the event of a very large claim We would need to share Your information with Our reinsurers who may be located outside of the UK and European Economic Area (EEA). In such circumstances We ensure that the reinsurers provide the same level of data protection as required by UK regulation
- regulators and statutory bodies (such as the FCA or the Financial Ombudsman Service)
- any party (or their professional advisors) concerned in the event of a merger, acquisition, or any form of sale of some or all of Our assets

We pass information to external companies and fraud prevention agencies, for example (but not limited to) the Claims and Underwriting Exchange (CUE) and the Motor Insurance Anti-Fraud and Theft Register (MIAFTR). The aim is to help Us check information provided and also to prevent fraudulent claims. We may at any time search these registers, including when We deal with Your request for insurance, at renewal, or in the event of an Incident or claim. If fraud is suspected, information will be shared with insurers and fraud prevention agencies. When We pass information to external companies and fraud prevention agencies they will record this information. They may check it against similar applications made to other organisations and share Your data with other organisations. Those organisations may use this information when making decisions about You.

Under the conditions of Your policy, You must tell Us about any Incident (such as an accident or theft) which may or may not give rise to a claim. When You tell Us about an Incident, We will pass information relating to it to fraud prevention agencies. Other users of fraud prevention agencies such as law enforcement agencies may use this information in their own decision making processes.

We will use information about You and any persons named on the policy to ensure compliance with financial sanctions in effect in the UK and internationally. This will include the checking of Your information against HM Treasury list of financial sanctions targets as well as other publicly available sanction lists. Your information and that of any persons named on the policy may be shared with HM Treasury and other international regulators where appropriate. You may also be contacted to provide further details to ensure compliance with financial sanctions requirements.

Credit searches

On Our behalf, Your intermediary will conduct credit reference checks at one or more credit reference agency (CRA). In all cases these checks will be carried out to confirm identity, help prevent fraud and calculate premiums. This is a soft search which is visible to You if You request a copy of Your credit reference file but is not visible to other organisations. This type of credit reference check will not affect Your credit rating as it is not an application for credit.

Credit reference agencies may add the details of Your intermediary's searches and information that they hold about You to their records. You can contact the CRA's currently operating in the UK (TransUnion - formerly known as CallCredit, Equifax and Experian) to find out what information they hold about You or to request Your credit reference file. Their contact details are below. The information they hold may not be the same, so You may wish to contact more than one.

Your rights

Under data protection regulation You have rights as a data subject:

- the right to ask for further details on the use We make of Your personal data including special category data
- the right to ask for copies of information that You have supplied to Us, to be sent either to You or a third party in a reusable format
- the right to be forgotten and to request deletion or removal of personal or special category data. There are certain exemptions to this right, for example where the information is necessary to fulfil the obligations of a contract. In accordance with this exemption, once a policy is in force We are unable to delete the information We hold as it is necessary to fulfil Our obligations to administer any claim that may arise
- the right to access or obtain copies of the personal information held about You by Us, or request that We correct any inaccuracies in that information
- the right to challenge automated decisions. During the preparation of Your quotation, Premier Underwriting Ltd makes decisions based on automated processing or profiling. You have the right to speak to someone who may review the automated decision, provide a more detailed explanation and assess if the automated decision was made correctly. You also have the right to challenge an automated decision made about You
- the right to object to any processing carried out on the legal ground of legitimate business interests, unless Our reasons for undertaking that processing outweigh any prejudice to Your data protection rights
- the right to restrict how We use Your personal data whilst a complaint is being investigated

To exercise any of the above rights, please contact the intermediary through which You purchased or are purchasing the policy.

If You believe We have not complied with Our obligations under all relevant data protection legislation, You have a right to submit a complaint to the Information Commissioner. More details about the Information Commissioner's Office can be found at www.ico.org.uk.

Contact Information

You can contact the CRAs currently operating in the UK (TransUnion, Equifax and Experian) to find out what information they hold about You. Their details are below.

TransUnion, One Park Lane, Leeds, West Yorkshire, LS3 1EP, 0330 024 7574, www.transunion.co.uk

Equifax, Customer Service Centre, PO Box 10036, Leicester, LE3 4FS, 08000 850 650, www.equifax.co.uk

Experian, Consumer Help Service, PO Box 9000, Nottingham NG80 7WF, 0800 013 8888, www.experian.co.uk

For details relating to information held about You on CUE and MIAFTR (both run by the MIB) please visit www.mib.org.uk

For details relating to information held about You by the DVLA, please visit www.gov.uk.

More detailed information regarding how We process and share data can be found at Our website www.premierunderwriting.com and the Premier Insurance Company Limited website: <https://www.picl.gi/>

Our commitment to You – resolution of complaints

We are committed to providing You with a high quality service and We want to make sure that We maintain this at all times. If You feel that We have not provided a first class service and Your complaint relates to the terms and/or conditions of Your Motor Policy or to a claim under Your Motor Policy, please write to Us, quoting the policy number shown in Your Schedule, at the following address:

The Managing Director
Premier Underwriting Ltd
Ocean 80
80 Holdenhurst Road
Bournemouth
Dorset
BH8 8AQ

We will either acknowledge Your complaint within three working days of receipt or offer You Our final response if We have concluded Our investigations within this period.

If We acknowledge Your complaint, We will advise You who is dealing with it and when We expect to respond. We aim to respond fully within eight weeks. However, if We are unable to provide a final response within this period We will write to You before this time and advise why We have not been able to offer a final response and how long We expect Our investigations to take.

If You remain unhappy with Our final response, or We have not managed to provide a final response within eight weeks of Your complaint, You may refer Your complaint to the Financial Ombudsman Service for help and advice.

There are several ways You can contact them:

Phone: 0800 023 4567 or 0300 123 9123
Email: complaint.info@financial-ombudsman.org.uk
Post: The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Please always quote Your Motor Policy number as it will help Us to deal with Your enquiry or complaint promptly.

Contacting the Financial Ombudsman Service will not affect Your right to take legal action against Us.

Law applicable to this Motor Policy.

Unless We have agreed otherwise with You, this insurance is governed by the law applying in the particular country in the United Kingdom You live in. If there is any dispute over which law is to apply to this insurance it will be English law. We will not cover any payments that are awarded by a court in a country outside of the United Kingdom unless Your cover has been extended to that country under the Driving Abroad section of this Motor Policy.

Premier Underwriting Limited
Registered Office: 37 Commercial Road, Poole,
Dorset, BH14 0HU. Registered No. 3760475

Premier Underwriting Limited is authorised and regulated by the
Financial Conduct Authority.

Premier Insurance Company Limited
First Floor Majestic Ocean Plaza, Ocean Village,
Gibraltar, GX11 1AA

Premier Insurance Company Limited is authorised by the Gibraltar
Financial Services Commission and subject to limited regulation by the
Financial Conduct Authority and Prudential Regulation Authority.

PUL/PICL/PC/0922