



## POLICY SUMMARY

keyfacts®

This policy summary does not contain full details and conditions of your insurance; these are located in your policy wording. This insurance is underwritten by Calpe Insurance Company Ltd, Alwyn Insurance Company Ltd & Watford Insurance Company Europe Ltd.

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| Keeping Your Policy up to date | You must tell us of any changes to Your circumstances or those of any permitted driver or any changes to the vehicle. Failure to do this could invalidate your policy. Call Your broker who sold You the Policy and they will let you know if there is a change in the premium required.   |
| Cover Available                | <b>Comprehensive Cover</b> – Your Policy provides cover to Third parties for damage to their property and injury and to Your Car for damage caused by an accident, fire , theft or attempted theft (as long as your vehicle value is greater than your excess)   |
| All Sections Excess            | <b>The Total Excess is £3,000.</b> Excess means the amount you must pay towards any claim including costs. You are responsible for the excess even if the incident is not your fault. The Excess applies to all sections of this insurance. The Excess is comprised of the figure shown on your Schedule plus the amount of any sum of money owed by you to the Company in respect of any other claim or in respect of any previous or subsequent motor policies including any other Excess Amounts owed.  |
| Payment of the Excess          | <p>Your XS Direct motor policy carries a high ‘all sections excess’ which is detailed on your Schedule of insurance. In cases where you are making a claim under Section 2 or 3 and the agreed damage is greater than the Excess Amount, the Excess Amount shall be deducted from the amount paid to you and you will have no further liability to pay or repay the Excess Amount. If the damage under Section 2 or 3 is not greater than the Excess Amount, the Insured undertakes to pay/repay the Insurer immediately on demand the Excess Amount, as set out in the Schedule of your policy document, or any part thereof in respect of any claim arising under this Policy.</p> <p>This excess applies to damage or injury claimed by a third party. You, the Policyholder, are liable for any claim (by you or any third party) made on your Policy up to an amount of the value of the excess on the Policy. For example, if you are involved in an incident where a third party makes a claim against you and there is no damage to your own vehicle, you will be liable to pay Us the amount up to the value of your excess. If you are deemed liable for any such claims, We will make payments on your behalf to settle the claim. When We make payments to settle such claims on your Policy, we will send a letter informing you of the payments made and request payment up to the excess amount within 14 days of the date the letter is issued. In the event payment is not received within that 14 day period, We reserve the right to immediately invoke the cancellation clause on your motor Policy and your Policy will be cancelled after a further 7 days. In circumstances where Excess payment due has not been received, and your Policy has been cancelled by Us for this reason, or when your Policy has lapsed or has been previously cancelled but excess payment remains outstanding, the matter will be passed automatically to Our Debt Collection Agency with instruction to recover the amount due. Failure to pay an excess due, within the allocated time frame will incur further charges which are outlined below.</p> <p>We will settle all claims on the best terms available and keep the claim payment to a minimum as much as is possible. You will be liable to pay/repay your Excess Amount on the basis of such settlement notwithstanding that you may not agree with the level of third party damage or injury which has been incurred, claimed and paid for.</p> |

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| <b>Deduction for your own damage from your liability to pay your Excess Amount</b> | <p>In instances where you have suffered damage to your own vehicle but have chosen not to claim on this insurance in respect of that damage you are still liable to pay the Excess in respect of any Third Party claim or any other payments made by Us arising from the same event.</p> <p>No reduction of the Excess in respect of these payments will apply because of your choosing to make no claim under this insurance in respect of damage to your own vehicle unless the following requirements are met:</p> <p>(a) the damage to your own vehicle is reported to us within 14 days of the event<br/> (b) we have agreed the value of such damage at the time prior to any repair proceeding<br/> (c) any value of such damage up to an amount of £500 must be supported by an estimate for the repair of such damage to be approved by Us and to be submitted to Us within 14 days of the event<br/> (d) any value of such damage in excess of £500 must be supported and approved by an assessment of one of our appointed assessors to whom access to the vehicle has been provided within one month of the event</p> <p>Subject to compliance with the requirements of this clause We will deduct the agreed value of any damage to your own vehicle from the Excess payable in respect of that Third Party claim.</p> |
| <b>Consequences of failure to pay/repay the Excess Amount</b>                      | <p>In the event of failure to pay/repay the Excess Amount:</p> <p>(a) The Company shall be entitled to charge Interest on Excess Amount due to be paid/repaid to the Company shall accrue from the date when payment becomes due (the date when you are notified for payment) daily until the date of payment at a rate of 1% per calendar month and such interest shall compound monthly at such a rate after as well as before any judgment.</p> <p>(b) At Our option we may offer a repayment plan for the recovery of the excess over a maximum of 12 months. There will be no additional charge for this facility should it be offered and the repayment plan is adhered to by the Policyholder. Should the plan not be adhered to, a fee of 18% on the outstanding balance will be applied.</p> <p>(c) The Insured shall indemnify the Company from and against all costs and disbursements incurred by the Company in pursuing the debt including legal costs of a solicitor and the Company's collection agency costs.</p> <p>(d) At our option, we shall be entitled to immediately invoke the cancellation clause on your motor Policy and your Policy will be cancelled after a further 7 days.</p>  |
| <b>Payment Of External Claims Handling Expenses</b>                                | <p>We are obliged to investigate and handle any claim on a customer's Policy by a customer or a third party regardless of fault or liability. Such investigations may involve expenditure on various fees and services such as independent engineers, external claims adjusters, external legal or other professional advice and field agents. These expenditures are associated with the adjustment, recording, and settlement of claims, other than the claim payment itself. Such amounts are recorded as a claims payment and if applicable will form part of the Excess Amounts sought to be repaid to Us. Furthermore, the payment of such fees may have an impact on whether We will issue you a letter of claims free driving at the end of your Policy term.</p>   |
| <b>Use of Your car</b>   | <p>This policy provides cover to the person named on the certificate of insurance to use Your Car for social domestic and pleasure and if included, commuting to &amp; from a permanent place of work and if included, business use. Please refer to your certificate of insurance to confirm the use permitted.</p>  |
| <b>Breakage of Glass cover</b>   | <p>Your Policy can be extended to include the Breakage of Glass. An additional premium of £40 including Insurance Premium Tax will be charged and will provide a maximum payment of £300 per annum (net of a £50 Excess per claim) subject to the replacement or repairs being carried out by our approved supplier. If a non-approved supplier is used cover is reduced to £100 per annum (net of the £50 Excess).</p>   |
| <b>Market Value</b>  | <p>Your Policy has been issued on a Market Value basis. This means that it will cover the cost of replacing Your Car with one of the same make, model and specification, taking into account the age, mileage and condition of Your Car immediately before the accident, loss or theft. We will pay the lesser of the Market Value of Your Car at the time of the loss or the value shown on the Schedule, less the Excess applicable</p>   |
| <b>Driving Other Cars</b>  | <p>Driving Other Cars is not available</p>  |
| <b>Storage Costs</b>   | <p>If Your Car is damaged and removed to a Storage area charges for storage, which may accrue daily are not covered by Your Policy. If your car cannot be repaired economically, we will have it moved to a place of free and safe storage as soon as possible but you will be liable for any storage costs incurred to that point. It may be necessary for you to settle these charges before the vehicle will be released and any delays in settlement will result in on-going and increasing storage charges.</p>  |
| <b>Payment of Premium</b>  | <p>If we agree to settle Your claim on the basis that Your Car cannot be repaired economically, you will still owe the full annual premium as we have met our responsibilities to You under the Policy.</p>   |

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| <p><b>Exceptions to Cover</b></p>              | <p>The Company shall not be liable for</p> <ul style="list-style-type: none"> <li>(a) The Excess Amount, as set out in the schedule, arising out of each and every event or accident involving the Insured Vehicle.</li> <li>(b) Loss of use or any other consequential loss.</li> <li>(c) Damage to the Insured Vehicle arising from an accident whereby the insured driver is being convicted of an offence involving drink or drugs.</li> <li>(d) Depreciation that occurs to the value of the Insured Vehicle as a result of it being in an accident.</li> <li>(e) Any storage charges incurred.</li> <li>(f) Any amount in excess of £100 for towing as a result of an accident.</li> <li>(g) Any car hire or alternative vehicles costs incurred.</li> <li>(h) Cost of replacing personal belongings or any detachable mobile phone or satellite navigation equipment or any non-standard equipment in the Insured Vehicle including I-pods or other audio or video equipment.</li> <li>(i) Loss or damage arising from the Insured Vehicle being filled with the wrong fuel.</li> <li>(j) Loss or damage if you have not taken reasonable care to protect Your Car, or if it has been left unlocked or the keys left in the ignition, attached to or on it.</li> </ul> |
| <p><b>Drink &amp; Drugs Clause</b></p>         | <p>If an incident occurs whilst Your Car is being driven by You or any person permitted to drive under this Policy and it is proved to our satisfaction that the driver was under the influence of drink or drugs, cover will be limited to that we are obliged to provide under the Road Traffic Act. For the avoidance of doubt, a conviction under the relevant law (including a conviction for failing to supply a specimen of blood, breath or urine) shall be deemed to be conclusive evidence.</p>   |
| <p><b>Misrepresentation of Information</b></p> | <p>If you or anyone acting on your behalf misleads Us in any way with regard to this Insurance in order to obtain favourable terms or to reduce the premium payable or fails to accurately answer questions which affect either the terms, conditions or premium of this Insurance including but not limited to information relating to claims, convictions (motoring or otherwise), modifications to the vehicle, Your address, the main user of the vehicle, the owner and registered keeper of the vehicle, We may cancel or avoid your policy and/or all other policies you have with Us. If your policy is avoided We will not pay any claim. We may also recover any costs from You which We or any of our agents have incurred and we may retain your premium. Alternatively We may revise the terms of the Policy and/or reduce proportionately the amount to be paid on a claim or We may write to You cancelling the Policy from the date specified in the letter and refund to You any premium paid in respect of the balance of the Policy term.</p>  |
| <p><b>Cooling Off Period</b></p>               | <p>When you receive your policy, you have 14 days to consider the cover. If the cover does not meet your requirements you may cancel your insurance by returning your documents within 14 days of receiving them (including your certificate of motor insurance). We only charge on a pro rata basis for time on cover plus an administration charge. This only applies if no alterations have been made to the policy and no claims or incidents have occurred</p>   |

**Suspension/  
Cancellation**

We do not provide suspension of cover. If the policy is cancelled we apply the scale below. A fee of £40 will be applied to cancellations. If you cancel the policy prior to cover commencing we will not make a charge for the policy and the £40 fee will not apply.

| Cancellation Period            | % of Premium we will refund |
|--------------------------------|-----------------------------|
| Up to 14 days on cover         | Pro-rata Refund             |
| 15 days up to 1 month on cover | 75%                         |
| Up to 2 months on cover        | 60%                         |
| Up to 3 months on cover        | 50%                         |
| Up to 4 months on cover        | 35%                         |
| Up to 6 months on cover        | 25%                         |
| Up to 8 months on cover        | 10%                         |
| Over 8 months on cover         | 0%                          |

You may cancel the policy at any other time by returning the Certificate of Motor Insurance. Provided that no claim has been made by you, or has not been made against you during the current Period of Insurance, we will refund a proportion of any premium paid by you for the Period of Insurance still remaining in accordance with the scale above. Please note under the Road Traffic Act it is an offence not to surrender the Certificate of Motor Insurance within seven days of the cancellation date.

Should your car be stolen and/or deemed to be a total loss your Policy will be cancelled without prior notice by writing to your last known address and we will deduct any outstanding premium owed from any payment to you. If a claim has been made, we may cancel your cover but not refund any premium. If you are paying by installments, you must still pay us the balance of the full annual premium.

We, the Underwriters or Your broker have the right to cancel Your Policy at any time by giving You seven days' notice in writing where there is an exceptional or valid reason for doing so. Full details of the exceptional or valid reasons for cancellation can be found in the main policy booklet. We will refund a proportion of any premium paid by You for the Period of Insurance still remaining in accordance with the table above. The cancellation letter will be sent to the latest address We have for You and will set out the reason for cancellation.

If You are paying Your insurance by premium finance instalments or other similar payment method, cancelling the direct debit instruction does not mean you have cancelled the Policy.

This policy shall be cancellable by the Company without refund of any premium in the event that, whether in regard to this policy or any other policy, any sums of money payable by you to the Company, by way of Excess or otherwise, are left outstanding after demand.

**Claim Free Years**

If no claim is made or arises under this policy during any one year of insurance your claim free years entitlement will be increased at the renewal of the policy in accordance with the scale below.

|                  |   | Claims in the current policy period |         |                  |
|------------------|---|-------------------------------------|---------|------------------|
|                  |   | 0 Claims                            | 1 Claim | 2 or more claims |
| Claim Free Level | 0 | 1                                   | 0       | 0                |
|                  | 1 | 2                                   | 0       | 0                |
|                  | 2 | 3                                   | 0       | 0                |
|                  | 3 | 4                                   | 0       | 0                |
|                  | 4 | 5                                   | 0       | 0                |
|                  | 5 | 6                                   | 0       | 0                |
|                  | 6 | 7                                   | 0       | 0                |
|                  | 7 | 8                                   | 0       | 0                |
|                  | 8 | 9                                   | 0       | 0                |
|                  | 9 | 9+                                  | 0       | 0                |

Claim free years are the number of years claim free proven at the start of the policy period.

If a claim is made or arises under this policy during any one year of insurance your claim free years entitlement will be reduced at the renewal of your policy in accordance with the scale above.

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| <b>Territorial Extension</b>        | Minimum cover will apply to allow the use of the vehicle in any country which is a member of the EU, plus Andorra, Croatia, Faroe Islands, Gibraltar, Monaco, Norway, Iceland, Liechtenstein, San Marino and Switzerland. The territorial limits of the policy may be extended to include those countries specified and agreed to by the company for the period stated, upon payment of additional premium by the Insured.   |
| <b>Comprehensive Cover Abroad</b>   | Minimum cover will apply to allow the use of the vehicle in any country which is a member of the EU, plus Andorra, Croatia, Faroe Islands, Gibraltar, Monaco, Norway, Iceland, Liechtenstein, San Marino and Switzerland. To upgrade to fully comprehensive, there is an additional premium of £75 including IPT per week or part thereof.   |
| <b>Residency</b>                    | Policyholders must be resident in the UK, including Northern Ireland.  |
| <b>Territory</b>                    | The territory covers the UK, (including Northern Ireland), the Channel Islands, the Isle of Man and the Republic of Ireland.   |
| <b>Claims Procedure</b>             | <p>Check your policy booklet and schedule to make sure that the loss or damage is covered under this insurance. To make a claim, please call us as soon as possible on 03333 443018.</p> <p>It is vitally important to report a claim, incident or accident immediately and in any event within 48 hours. Whether you believe that a claim, incident or accident is your fault or not, you should report the claim, incident or accident to us and allow us to mitigate the costs of this claim. For a windscreen claim, call 03333 443018 to get details of our approved suppliers. All accidents involving possible injury, loss or damage must be reported to the Company within 48 hours of occurrence. A claim form must be submitted within 7 days from the date of occurrence. Any writ, summons or impending prosecution must be sent and/or notified to the Company immediately.</p>  |
| <b>Complaints Procedure</b>         | <p>If you have any complaint about this policy you should contact the broker who arranged the policy on your behalf.</p> <p>If you have a complaint about your claim, you should address your complaint with the claims handler handling your claim, these details should be on the correspondence they have sent you during your claims process.</p> <p>Please write to:</p> <p>Complaints Department<br/>XS Direct<br/>1 Merrion Place<br/>Dublin 2<br/>Ireland</p> <p>Or you can send an e mail to <a href="mailto:Complaints@XSdirect.com">Complaints@XSdirect.com</a> or call 0333 442879 and ask for the Complaints Manager. You can ask the Financial Ombudsman Service (FOS) to review your complaint if for any reason you are still dissatisfied with your broker or our final response or if a final response is not issued within 8 weeks from you first raising the complaint.</p> <p>You may contact the Financial Ombudsman Service at:</p> <p>Financial Ombudsman Service<br/>Exchange Tower<br/>Harbour Exchange Square<br/>London E14 9GE</p> <p>Telephone 0300 123 9 123 (calls to this number cost no more than calls to 01 and 02 numbers)</p> <p>Or visit the FOS website at <a href="http://www.fos.org.uk">www.fos.org.uk</a>.</p> |
| <b>Investor Compensation Scheme</b> | XS Direct Insurance Brokers is a member of the Investor Compensation Scheme, which is administered by the Investor Compensation Company Limited in Ireland. The scheme will pay compensation (subject to certain limits) to an eligible investor where XS Direct Insurance Brokers Limited is unable, due to its financial circumstances, to return money or investment instruments owed by the XS Direct Insurance Brokers Limited to that investor. The amount of compensation payable to each eligible investor is 90% of their financial loss as determined by the Administrator, up to a maximum compensation of €20,000 per investor.  |

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| Data Protection | <p>Information which you give to XS Direct Insurance Brokers will be used for the purposes of obtaining and putting in place policies of insurance with insurers. Those insurers are the controllers of any personal data which you supply to us, for them. We will not keep your data for longer than is necessary under applicable law (which may mean retention of that data after a policy of insurance has lapsed). We will not pass it to third parties outside our corporate group save for insurers, who will need that data to assess the terms of any insurance they may grant you. If you wish to access copies and or correct data we hold about you, please contact us by sending a written request to The Manager, XS Direct Insurance Brokers Limited at the above address (marked private &amp; confidential) which request should be accompanied by a fee of £10.</p>                                       |
| Regulation      | <p>Policies are distributed by XS Direct Insurance Brokers Limited.<br/> XS Direct Insurance Brokers Limited is authorised by the Central Bank of Ireland and subject to limited regulation by the Financial Conduct Authority. Details about the extent of our regulation by the Financial Conduct Authority are available from us on request.<br/> XS Direct Insurance Brokers FCA registered number is 494217<br/> Policies are underwritten by Calpe Insurance Company Ltd, Alwyn Insurance Company Ltd &amp; Watford Insurance Company Europe Ltd<br/> Calpe Insurance Company Ltd is authorised by the Gibraltar Financial Services Commission. Register No. 104429<br/> Alwyn Insurance Company Ltd is authorised by the Gibraltar Financial Services Commission. Register No. 106261<br/> Watford Insurance Company Europe Ltd is authorised by the Gibraltar Financial Services Commission. Register No. 112869</p> |