



Car insurance

Your policy book

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Welcome to Direct Choice Car Insurance

Thank you for taking out car insurance with Direct Choice.

This book, your Schedule and any endorsements make up your policy and together they contain all the details of your cover. Please make sure you read them together to check you have all the cover you need. We've given you an overview of our three cover levels on the following page, so you can quickly see whether the policy you have chosen is appropriate for you.

All the other important information we need to let you know is shown on [pages 6-9](#), including what we do with your personal information and how we are doing our best to combat fraud.

The remaining pages give you more specific information about your policy, including an explanation of words that have particular meanings in this book, before getting down to the real detail of exactly what is and isn't covered. There are some things that we always exclude from cover and these are shown in the General Exceptions on [pages 40 and 41](#); while the General Conditions that follow explain what you need to do to ensure you have the full protection of your policy. Please read these, as failure to comply with them could affect your cover.

Some of the cover detailed in this book is optional and therefore not automatically included in your policy. Please refer to your Schedule to see whether you have chosen it. If not, and you would like to do so, we will be happy to give you a quote.

Finally, if you need our help, you'll find our claims and customer service numbers on the back cover.



Roger Ramsden
Chief Executive
Direct Choice

Our cover at a glance

What's covered	Comprehensive	Third Party, Fire and Theft	Third Party Only
<p>Protected No Claim Discount – we'll protect your No Claim Discount against two claims in a three year period. This is included as standard if you've got four or more years' No Claim Discount entitlement, even if you've had a fault claim in the last three years.</p>	✓	✓	✓
<p>Cover for trips abroad – we automatically provide the same cover as you receive in the UK when you or your named spouse/partner drive in the European Union, for up to 90 days in a year. If your trip takes you outside the EU, we may be able to provide you with a Green Card (International Motor Insurance Certificate).</p>	✓	✓	✓
<p>Unlimited audio/visual cover – cover against fire and theft for permanently fitted equipment. Our Comprehensive policy also includes unlimited accidental damage cover for the audio/visual equipment permanently fitted in your car.</p>	✓	✓	✗
<p>Uninsured driver cover – if an uninsured driver hits your car, through no fault of yours, as long as you supply their vehicle registration and the accident details we'll refund any excess paid and your No Claim Discount won't be reduced.</p>	✓	✗	✗
<p>Vandalism cover – your No Claim Discount will not be affected by a claim for damage caused by vandals.</p>	✓	✗	✗
<p>Glass repairs – if our approved repairers repair your windscreen or windows, you won't have to pay anything. If replacement is needed, you only pay the standard £75 excess. In either case, your No Claim Discount won't be affected.</p>	✓	✗	✗
<p>Standard personal accident cover – if you are seriously injured as a result of an accident involving your car, regardless of whose fault it is, we include a benefit of up to £5,000 for certain injuries as standard.</p>	✓	✗	✗
<p>Medical expenses cover – we include up to £300 for medical expenses incurred following an accident involving your car.</p>	✓	✗	✗

What's covered

	Comprehensive	Third Party, Fire and Theft	Third Party Only
Emergency accommodation/get you home cover – we provide up to £500 per claim for emergency accommodation or travel expenses following an accident involving your car.	✓	X	X
Up to £1,000 personal belongings cover - including glasses, laptops, phones and clothing carried in your car if they are lost or damaged because of accident, fire, theft or attempted theft. As you are likely to have additional items in your car at Christmas, we increase this cover to £2,000 during December.	✓	X	X
Child car seat cover – we'll replace a child car seat with a new one after an accident involving your car.	✓	X	X
Further benefits			
Guaranteed replacement car – if you use our repairer network following an accident in the UK, we guarantee that you will be provided with a replacement car while yours is being repaired or until it is declared a total loss (whichever is sooner).	✓	X	X
Two year 'new for old' cover – If your car is written off, you've owned it from new and it's up to a year old, we'll replace it with a brand new one no matter how many miles are on the clock. Cars between one and two years old are covered up to 12,000 miles.	✓	X	X

Full details of the cover provided can be found on [pages 13 to 39](#).

Some other information you need to know

Our customer service commitment to you

We aim to provide you with high levels of service at all times. However, if you feel that our service has fallen below the standard you expect and you want to complain, we will do our best to sort it out quickly. If you have a query or a complaint please see your Schedule where you will find our contact telephone numbers as well as our address details if you prefer to write to us.

What happens when it's time to renew your policy

We will send you a renewal invitation around 21 days before your renewal date. This will include details of your type of cover, policy terms and your premium and arrangement fee for your policy for the next year. This may be affected by any claims you have made over the year. If you originally paid for your policy by Direct Debit, or by credit card or Visa debit card, we will automatically renew your policy using these payment details, so you don't need to do anything if you want to renew your policy. However, if you don't want to renew, or you want to change your payment method, you will need to contact us on **0800 096 5204** at least three working days before your renewal date to let us know. You will also need to cancel your Direct Debit with the bank, if you paid by this method.

Use of your information

Direct Choice is a trading name of Saga Services Limited. The information you have given to Direct Choice and/or the insurer(s) will be held and used to manage your insurance policy, which will include both underwriting and claim handling. For this purpose Direct Choice and/or the insurer(s) may disclose it to other interested third parties, for example to other insurers, regulatory authorities and to agents who provide services on their behalf.

Your data may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing compliance with any regulatory rules/codes. It may also be used for market research, offering renewals, research and for statistical purposes and crime prevention.

Direct Choice and/or the insurer(s) will ensure that any personal data you provide will be held securely and in accordance with the Data Protection Act 1998.

From time to time Direct Choice and/or the insurer(s) may use service providers and organisations outside the European Economic Area (EEA) for the purpose of processing services, system testing and maintenance. It is worth noting however that some non-EEA countries do not afford the same level of data security as the UK. By submitting your details, you consent to this transfer. The insurer(s) and/or, if applicable, Direct Choice will always use every reasonable effort to ensure sufficient protections are in place to safeguard your personal information.

Your calls may be monitored and recorded in order that the service may be improved and to help prevent and detect fraud. Direct Choice and/or the insurer(s) may check information provided or received and may also undertake additional fraud searches.

Credit Reference Bureaus: To assess your insurance application and the terms on which cover may be offered (including the quote and payment methods Direct Choice and/or the insurer(s) is able to offer you), Direct Choice and/or the insurer(s) may obtain information about you from a number of sources, including credit reference bureaus, to assess your financial and insurance risk and your identity. The credit reference bureaus will keep a record of the search; this may be reflected in your credit score.

In order to assess financial and insurance risk, we will make checks on the full and open registers of the electoral roll and public data provided to us by credit reference bureaus and other third parties. This is also to assess your premium

at quote and renewal, for credit applications and to assist with identity checks in order to prevent money laundering.

By applying for this policy you consent to Direct Choice and/or the insurer(s) processing personal data, including sensitive personal data, about you and any other persons who are the subject of that application and/or who may be insured under the policy. You understand that all personal data you provide must be accurate and that if you supply another person's personal data you are, by doing so, confirming that you have the specific consent of that other person to disclose that data.

Direct Choice and/or the insurer(s) will use your information (and that of other people named on your policy), either collected at the outset or obtained from other third parties, for the following purposes:

- To assess financial and insurance risks;
- To prevent and detect crime including fraud, money laundering and financial sanctions;
- To develop our products, pricing, systems, services and relationships with you and any named drivers;
- To comply with our legal and regulatory obligations.

Direct Choice and/or the insurer(s) may share this information with third parties in order to carry out insurance related activities on our behalf, including management of your claim, credit hire, replacement vehicle, vehicle repairs and legal advice.

From time to time Direct Choice and/or the insurer(s) may need to disclose your personal and sensitive personal information and that of named drivers to other insurers, reinsurers, third party underwriters, credit reference bureaus, fraud prevention agencies, regulators and law enforcement agencies.

By accepting the original quotation and taking out this Direct Choice policy you have provided us with permission on your own behalf and on behalf of any named drivers to collate this personal sensitive data. You are deemed to have made any named drivers aware of the information that has been captured and the uses disclosed.

Direct Choice and/or the insurer(s) may transfer the rights and obligations existing under this policy of insurance.

If you contact us electronically we may store your Internet Protocol (IP) address or your telephone number supplied by your Service Provider. This may be used to identify repeat website visits, fraudulent behaviour or mystery shoppers using Saga Group websites.

By providing Direct Choice with your personal information, and that of your named drivers, including medical data, you consent to Saga plc and its subsidiaries ('Saga Group') using it to contact you or them by post, telephone, e-mail, SMS or other electronic means about offers, products and services which may be of interest to you, and using data we obtain about you for other products in respect of both marketing and preparing quotations. Direct Choice will do this unless you contact them or you make use of the regular opportunities that they provide you with, to confirm which channels and products you do and do not wish to use or hear about, or unless you tell the Group that you prefer not to receive direct marketing. If you wish to decline to receive marketing information for Direct Choice products, please contact the Group Data Protection Officer at Enbrook Park, Sandgate, Folkestone, Kent CT20 3SE.

See <http://www2.directchoice.com/Privacy-Policy.aspx> for further details of Direct Choice's privacy policy.

In the case of personal data, with limited exceptions, you have the right to access and, if necessary, rectify information held about you by formal written application to Group Data Protection Officer at Enbrook Park, Sandgate, Folkestone, Kent CT20 3SE.

What we do to combat fraud and financial crime

To help Direct Choice prevent fraud, money laundering and other financial crime, the information you provide may be submitted to fraud prevention agencies and other organisations whose records may be searched.

The insurer passes information to the Claims and Underwriting Exchange Register, run by Insurance Database Services Ltd (IDSL), the Motor Insurance Anti-Fraud and Theft Register, run by the Association of British Insurers (ABI) and to other relevant fraud prevention databases. The aim is to help check information provided and also to prevent fraudulent claims. When the insurer deals with your request for insurance, it may search these registers. Under the conditions of your policy, you must tell the insurer about any incident (such as an accident or theft) which may or may not give rise to a claim. When you tell the insurer about an incident, the insurer will pass information relating to it to the registers.

As part of the insurer's fraud prevention process it will complete a number of enquiries to check the details you provide. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information.

The insurer and other organisations may also access and use this information to prevent fraud and financial crime, for example, when:

- checking details on applications for credit and credit related or other facilities;
- managing credit and credit related accounts or facilities and recovering debt;

- checking details on proposals and claims for all types of insurance;
- checking details of job applicants and employees.

The insurer and other organisations may access and use, from other countries, the information recorded by fraud prevention agencies in the United Kingdom.

If you would like to receive details of the fraud prevention agencies used, please contact the Head of Fraud, Enbrook Park, Sandgate, Folkestone, Kent CT20 3SE.

Information relating to your insurance policy will be added to the Motor Insurance Database (MID) managed by the Motor Insurers' Bureau (MIB). MID and the data stored on it may be used by certain statutory and/or authorised bodies including the Police, the Driver and Vehicle Licensing Agency (DVLA), the Driver and Vehicle Agency Northern Ireland (DVANI), the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including (i) Electronic Vehicle Licensing, (ii) Continuous Insurance Enforcement, (iii) Law Enforcement (prevention, detection, apprehension and/or prosecution of offenders) and (iv) the provision of government services and/or other services aimed at reducing the level and incidence of uninsured driving. If you are involved in a road traffic accident in the UK, the EEA and certain other territories, insurers and/or MIB may search MID to obtain relevant information. Persons (or their representatives) pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on MID.

It is vital that MID holds your correct registration. If it is incorrectly shown on MID you are at risk of having your vehicle seized by the Police.

You can check that the correct registration number is shown on MID at www.askmid.com. You can find out more about this at www.mib/org.uk. You should show this notice to anyone insured to drive the vehicle covered under the policy.

What happens if we change the underwriter of your policy

Your Direct Choice Car Insurance policy is currently provided and underwritten by your insurer as part of an agreement between Direct Choice and them. If you have selected any additional cover options, these may be provided by different insurers. At some time in the future Direct Choice may enter into an agreement with a new provider for all or part of your policy, in which case this new provider will offer you car insurance to replace your current policy. If this is the case, Direct Choice will write to you to confirm the details of the new provider and give you details of any changes to the Terms and Conditions of your policy. You hereby authorise Direct Choice to transfer any personal data to a new provider, including data defined as 'sensitive personal data' under the Data Protection Act, and consent to the new provider being able to offer cover to you. If at any time you wish to withdraw your agreement to this, please let us know by calling **0800 088 888**.

Changes to your policy details or cover

It is most important that you tell us as quickly as possible of any changes that occur since the insurance started or since the last renewal date. If you do not it is possible that a claim will not be covered, please see general conditions on [pages 42 to 45](#) for full details. Some examples of changes are given below; if you are in any doubt whether a change needs to be advised, please contact Customer Services on **0800 088 888**.

- Change of vehicle – you will not be insured until a cover note or revised Certificate of Insurance has been issued;
- Change to the vehicle itself such as fitting alloy wheels, bodywork alterations or engine modifications;

- Change of ownership or main user of the vehicle;
- Change of address, including where your vehicle will be kept overnight and where you primarily reside;
- Change to the use of your vehicle or the full or part-time occupation of any of the drivers;
- Change of drivers – you will not be insured until a cover note or revised Certificate of Insurance has been issued, unless your Certificate of Insurance already allows this;
- Change to the driver details, including details of any motoring conviction, pending motoring conviction or fixed penalty offence involving a driver;
- Change to your annual mileage.

If you make changes to your policy details or cover or request duplicate documentation at any time during the period of cover, Direct Choice will charge an administration fee. This fee is not the premium you pay for your insurance cover and may change from time to time.

Please note that if you amend or cancel your policy during the policy year and have paid by credit card or cheque, we will be unable to refund, after the administration fee has been applied by Direct Choice, any amounts of £5 or less. Similarly, if you make any changes to your policy during the policy year, we will only request any charges from you, after the administration fee has been applied by Direct Choice, if the amount is over £5.

You will not be entitled to a refund should you reduce the level of cover on your policy if you have made a claim in that current year.



Your policy in detail

Your Direct Choice Motor Insurance has been arranged by Direct Choice, a trading name of Saga Services Limited, which is registered in England and Wales (Company No. 732602). Registered Office: Enbrook Park, Sandgate, Folkestone, Kent CT20 3SE. Authorised and regulated by the Financial Conduct Authority.

Direct Choice Motor Insurance is underwritten by the insurer shown in your Schedule.

The contract of insurance between you and your insurer is made up of this Policy Book, the Schedule, the Certificate of Insurance and any endorsements to your policy.

The insurer has relied on the information you provided to Direct Choice when agreeing to provide indemnity. Please read your documents carefully to make sure the information provided is correct and that the cover meets your needs.

You agree to keep to the conditions of the policy and to ensure that the policy premium is paid. If you pay by Direct Debit and do not keep up your payments, you will not be covered by this policy from the date the premium was due.

The insurer agrees to insure you under the terms, conditions and exclusions in or endorsed on this Policy Book, the Schedule and the Certificate of Insurance and for which you have paid or agreed to pay the required premium.

The cover applies throughout the territory except when we say otherwise. Your vehicle is also covered when in transit within these countries and between any of their ports.

The law which applies to this contract, unless we have agreed otherwise, is English law.

Definitions

We have defined some words and phrases that appear throughout the **policy**. They have the meanings shown next to them and are shown in bold print.

Accidental damage	Loss of or damage to your vehicle and its accessories and spare parts other than by fire, lightning, explosion, theft or attempted theft.	First registered keeper	The person recorded as the first registered keeper of the vehicle . Or the second registered keeper of the vehicle where the first registered keeper of the vehicle is the garage/dealership that sold you the vehicle and the vehicle mileage at point of delivery was less than 100 miles.
Administration fee	The amount shown in your documents as a fee for administration, relating to the amount Direct Choice may charge from time to time for administering your insurance policy .	Ignition key	Any key or device designed by the manufacturer to access, start, immobilise or secure your vehicle .
Arrangement fee	The amount shown in your documents as a fee charged under a separate contract between you and Direct Choice for arranging your insurance policy .	Insurer	The insurance company shown in your Schedule .
Certificate of Insurance	Evidence that you have car insurance as required by law.	Market value	The cost of replacing your vehicle with a vehicle of the same make, model, specification, age, mileage and condition as your vehicle was immediately before the loss or damage you are claiming for. Where we are unable to estimate the market value of your vehicle we will use the nearest market equivalent for comparison.
Direct Choice	A trading name of Saga Services Limited.	Policy	The details of the contract of insurance between you and us .
Endorsement(s)	An extension or restriction to your policy . (Endorsements only apply if they appear in your policy .)	Schedule	A record of your insurance. Please read the Schedule carefully as it sets out the cover we will give you under this policy . (We will give you a replacement Schedule whenever you renew the policy or if you make any changes to the policy during the period of insurance.)
Excess	The first amount of any claim which you have to pay if your vehicle is lost, stolen or damaged. (Various excess levels apply to accidental damage to your vehicle , theft or attempted theft of or from your vehicle and damage to your vehicle's glass as shown in the Schedule and endorsements of this policy .)	Spouse/domestic partner	Your wife, husband, civil partner or someone you are living with as if you are married to them.
Family	Your relatives and your spouse/domestic partner's relatives, plus any other person who lives at your home address.		

Territory	Gibraltar and the United Kingdom meaning England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.
Trailer	A single-axle road vehicle of standard manufacturer's construction towed by a motor vehicle adhering to all towing regulations and fitted with a standard 50mm towball, excluding mechanically propelled vehicles, caravans, trailer tents, vehicle transporters, food bars and horseboxes.
Vehicle	Any motor vehicle for which you have a current Certificate of Insurance under this policy .
We, Us, Our	The insurer .
Working day	Monday to Friday (but not if these days are public holidays) between 8.30am and 7pm, and Saturday between 8.30am and 3pm.
You, Your, Yourself	The person named as the policyholder on the Schedule and Certificate of Insurance .

Loss or damage

This section should be read in conjunction with 'General exceptions' on [pages 40 and 41](#), 'General conditions' on [pages 42 to 45](#) and 'How to make a claim' on [pages 46 to 48](#).

We cover the following

1. Your vehicle

Loss of or damage to:

- **your vehicle**;
- accessories and spare parts that are only for **your vehicle** and are in or on **your vehicle**, or in **your** private garage at the time of the loss or damage;
- **your vehicle's ignition key**. In addition, in the event of loss of **your vehicle's ignition key** by theft, the cost of replacing the relevant locks to **your vehicle** if it is likely that the location of **your vehicle** is known to the person who has taken **your vehicle's ignition key**.

We have the right to choose which action to take in the case of any claim and **we** will do one of the following:

- repair the damage; or
- replace what is lost or damaged beyond economical repair; or
- pay **you** cash for the amount of the loss or damage.

If **we** ask, **you** need to give **us** any evidence to support **your** claim.

We will confirm exactly what **we** need.

We may decide to appoint an independent assessor to inspect **your vehicle** to support the evidence **you** provide or to confirm **your vehicle** has been maintained in a roadworthy condition in accordance with General Condition **2a**.

The most **we** will pay is the **market value** of **your vehicle**, accessories and spare parts at the time of the loss or damage, unless covered under Part **4** of the 'Loss or damage' section of this **policy**. If **your vehicle** is under a hire purchase or leasing agreement, **we** will pay any claim to the legal owner in the event of a total loss.

We do not cover the following

This applies to all claims under Parts **1, 2, 3, 4, 5, 6, 9, 10** and **11** of the 'Loss or damage' section:

- any **excess** shown in the **Schedule**;
- any repair or replacement that improves **your vehicle**;
- Loss or damage caused by theft or attempted theft if:
 - **your vehicle** is not fully locked and secured; or
 - the keys and/or any other device(s) that unlock and/or start **your vehicle** are in, on or next to **your vehicle** while it is left unattended and/or unoccupied.
- loss of use, loss of value, wear and tear;
- mechanical, electrical, electronic, computer or computer software failures, faults or breakdowns;
- loss, destruction or damage caused directly by pressure waves caused by aircraft and other aerial devices travelling at or above the speed of sound;
- any reduction in the **market value** of **your vehicle** following any repair whether or not as a result of any claim under this **policy**;
- loss of or damage to any **trailer** or caravan whether or not it is being towed by or attached to **your vehicle**;
- loss of **your vehicle** by deception by someone who claims to be a buyer or a buying or selling agent;
- loss of or damage to **your vehicle** caused by any unauthorised use or 'joy riding' by a member of **your family**;
- any storage costs **you** incur before **you** have notified **us** of the location that **you** have moved **your vehicle** to;
- damage to tyres by road punctures or bursts.

We cover the following

We will also pay costs **we** have authorised to:

- protect **your vehicle** and take it to the nearest competent repairer if **your vehicle** cannot be driven because of loss or damage covered by this **policy**; and
- deliver **your vehicle** to **your** address in the **territory** following repair.

If **your vehicle** is three years old or more and is outside of the manufacturer's warranty period, **we** may decide to fit replacement parts which have not been made by the **vehicle's** manufacturer but are of an equivalent standard.

2. Audio, visual and/or communication equipment

We will pay for loss or damage to audio, visual and/or communication equipment permanently fitted in **your vehicle**, without limit.

We have the right to choose which action to take in the case of any claim and **we** will do one of the following:

- repair the damage; or
- replace what is lost or damaged beyond economical repair; or
- pay **you** cash for the amount of the loss or damage.

3. Broken glass

For broken glass claims please call the **Direct Choice** Glass Line on **0800 096 3609**.

For broken panoramic glass roofs, please call **0800 302 9797** as these are covered under Part **1** of the 'Loss or damage' section of this **policy**.

We will pay for any replacement of **your vehicle's** windscreen, windows and glass sunroof, and any damage to the bodywork that was caused by the broken glass, subject to deduction of **your** £75 **excess**. **Our** approved glass repairer will fit replacement glass, which may not have been made by the **vehicle's** manufacturer but is of an equivalent standard.

If **your vehicle's** windscreen, windows or glass sunroof can be repaired

We do not cover the following

Any audio, visual and/or communication equipment not permanently fitted in **your vehicle**.

Panoramic glass roofs.

More than £100 after deducting **your excess** if the glass is replaced by a glass repairer not previously approved by **us**.

The first £25 of each glass repair carried out by a glass repairer not previously approved by **us**.

More than the **market value** of **your vehicle** at the time of the loss after deducting **your excess**.

We cover the following

there is no **excess** to pay if the repair is carried out by a glass repairer **we** have approved.

We have the right to choose which action to take in the case of any claim and **we** will do one of the following:

- repair the damage; or
- replace what is lost or damaged beyond economical repair; or
- pay **you** cash for the amount of the loss or damage.

4. New vehicle benefit

If **your vehicle** is stolen and not recovered or is damaged and the cost of repair will be more than 60% of the manufacturer's list price (including vehicle tax and VAT) at the time of the loss or damage, **we** will replace **your vehicle** with a new vehicle of the same make and model.

If a vehicle of the same make and model is not available **we** will either:

- replace **your vehicle** with a new vehicle of the same make and the nearest equivalent model, specification and value; or
- pay **you** the last manufacturer's list price for **your vehicle**.

If **you** request a cash settlement, and **we** agree, **we** will not pay more than the amount **we** would have paid if **we** had replaced **your vehicle**.

We will only replace **your vehicle** if **you** and any other known interested parties agree. The **vehicle** being replaced will become **our** property.

5. Claims outside the Direct Choice Claims Service repairer network

You may choose to make a claim for loss or damage to **your vehicle** under this **policy** without using the **Direct Choice** Claims Service repairer network (see [pages 46 to 48](#) for details). If so **you** will need to notify **us** of the incident and **you** will not be entitled to any of the benefits of this service.

You will need to complete a claim form over the telephone and obtain an estimate for repair for **our** approval. Once approved, whether or not an

We do not cover the following

Your vehicle if:

- it is more than 24 months old from the date of first registration; or
- **you** are not the **first registered keeper**; or
- the **vehicle** mileage is more than 12,000.

The 12,000 mile restriction does not apply to a loss within 12 months of **your vehicle's** first registration.

The cost of delivering **your vehicle** to **your** home address after repair.

We cover the following

inspection is required, **we** will authorise repairs subject to any **excess** that applies.

We will pay the cost of transporting **your vehicle** to the nearest competent repairer following an accident.

6. Replacement car cover

If **your vehicle** is damaged in circumstances that give rise to a valid claim under Part **1** of the 'Loss or damage' section of the **policy**, **we** will ask **our** nominated supplier to provide **you** with a replacement car for the duration of the repair.

The replacement car will be provided within one **working day** of repairs commencing, unless **you** agree an alternative date with **us**.

If **you** request a replacement car before repairs start because **you** believe **your vehicle** is immobile, and if **we** agree with **you**, **we** will arrange for a replacement car to be provided within one **working day** of **our** agreement.

We will automatically extend the cover provided by this **policy** to the replacement car that **our** nominated supplier provides. **Our** existing **policy** terms and conditions will apply unless **our** nominated supplier advises **you** that they are providing alternative insurance free of charge, in which case **you** will be advised of any differences in the terms, conditions and **excesses** that apply.

7. Medical expenses

If **you**, **your** driver or any of **your** passengers are injured in an accident involving **your vehicle**, **we** will pay **you** the medical expenses incurred.

8. Overnight accommodation

If **you** are deprived of **your vehicle** or unable to continue **your** journey as a result of loss or damage covered under Part **1** of the 'Loss or damage'

We do not cover the following

The cost of a replacement car:

- when **your vehicle** has been repaired and is made available for **you** to collect or for **us** to re-deliver to **you**; or
- if **you** claim, or **we** offer to settle, under any new vehicle benefit clause that may apply; or
- if **your vehicle** is declared a total loss or is stolen and not recovered; whichever happens first.

Provision of a replacement car if the loss or damage happens outside of England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man.

Replacement car cover if **you** choose not to take advantage of the repairer network.

All fuel, fares, fines and fees relating to the replacement car whilst in **your** possession.

More than £300 for each injured person in **your vehicle**.

More than £500 for any one incident.

We cover the following

section of this **policy we** will pay **you** in respect of:

- hotel expenses for occupants of the **vehicle** where loss of use necessitates an unplanned overnight stop; and/or
- travelling expenses for occupants of the **vehicle**.

You must pay for the accommodation or travelling expenses **yourself** and submit receipts for **us** to reimburse **you**.

9. Personal belongings, clothing and rugs

We will pay up to £1,000 for personal belongings, clothing or rugs in or on **your vehicle**, if they are lost or damaged due to fire, theft, attempted theft or an accident involving **your vehicle**.

We will increase the limit to £2,000 during the month of December to cover the gifts **you** buy and the gifts **you** receive.

We have the right to choose which action to take in the case of any claim and **we** will do one of the following:

- repair the damage; or
- replace what is lost or damaged beyond economical repair; or
- pay **you** the cash amount for the loss or damage.

If **you** do not own the property lost or damaged **you** may ask **us** to pay the compensation to the actual owner. The owner's acceptance of payment will be the proof that **we** have met the claim.

10. Child car seats

We will pay the cost of replacing child car seats that are fitted in **your vehicle** if they are lost or damaged due to fire, theft, attempted theft or an accident involving **your vehicle**.

We will replace the child car seat with a new one of the same make and specification even if there is no apparent damage. If this is not available, then **we** will replace it with a child car seat of an equivalent specification.

We do not cover the following

Any expenses incurred for alcoholic drinks.

Overnight accommodation in England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man is not available if **you** choose not to take advantage of the **Direct Choice** Claims Service.

Any **excess** shown in the **Schedule**.

Money, stamps, tickets, documents or securities.

Goods, samples or tools carried in connection with any trade or business.

Wear, tear and depreciation.

More than £1,000 for any one incident other than during December when the limit will be £2,000.

Any gift where evidence of purchase cannot be produced.

Any **excess** shown in the **Schedule**.

Wear, tear and depreciation.

We cover the following

We have the right to choose which action to take in the case of any claim and **we** will do one of the following:

- replace what is lost or damaged; or
- pay **you** cash for the amount of the loss or damage.

11. Car-jacking and road rage

We will pay £500 if **you** or **your spouse/domestic partner** are physically assaulted:

- as a result of an aggravated theft or attempted theft of **your vehicle**;
or
- following an accident involving **your vehicle**.

We will pay up to £150 for loss or damage to clothing or personal effects as a result of car-jacking or road rage.

We do not cover the following

The first £25 of each claim for clothing or personal effects.

More than £500 in respect of an assault.

Any claim under this section if **you** are not also claiming for loss of or damage to **your vehicle** under Part 1 of the 'Loss or damage' section of this **policy**.

An assault by anyone known to **you** or **your spouse/domestic partner**.

An assault that happens outside the **territory**.

If **you** have not reported the incident to the Police as quickly as possible and obtained a crime reference number.

If it is evidenced that **you**, **your spouse/domestic partner** or any passenger in **your vehicle** have said or done anything to cause or contribute to the assault following an accident involving **your vehicle**.

Where an article is under two years old and proof of purchase can be provided, **we** will pay the full replacement value subject to the **policy** limit. When proof of purchase cannot be provided and for articles over two years old, **we** will pay the value of the article as at the date of the loss or damage after allowing for wear and tear.

We will not pay claims under this section for loss or damage covered under any other insurance.

Liability to others

This section should be read in conjunction with 'General exceptions' on [pages 40 and 41](#), 'General conditions' on [pages 42 to 45](#) and 'How to make a claim' on [pages 46 to 48](#).

We cover the following

1. Cover provided for you

This **policy** covers **you** for all amounts which **you** legally have to pay as a result of an accident involving **your vehicle**, or trailer or caravan being towed by **your vehicle** at the time of the accident, for compensation for:

- causing accidental bodily injury, disease or death of any person; or
- the accidental damage to any Third Party property.

The most **we** will pay for any one accident or series of accidents arising out of one event including all costs, expenses and indirect losses (other than those covered under Part 4 of the 'Liability to others' section) for damage to any other person's property is limited to £20,000,000.

The same cover will apply if **you** or **your spouse/domestic partner** named on **your Certificate of Insurance** are driving in the **territory** or any country listed within the 'Use Abroad' section of this **policy** or any other country where cover has been agreed and **we** have issued a Green Card, any other private car, which **your Certificate of Insurance** allows **you** or **your spouse/domestic partner** to drive, providing:

- **you** or **your spouse/domestic partner** have the owner's permission;
- the other car is insured in its own right;
- **you** or **your spouse/domestic partner** are not covered on any other insurance policy to drive the other car;
- the other car is not owned by **you** or **your spouse/domestic partner** and is not hired to **you** or **your spouse/domestic partner** under a hire purchase or self-drive agreement; and
- the **vehicle** insured under this **policy** is still owned by **you** or **your spouse/domestic partner** and has not been stolen or damaged

We do not cover the following

This applies to all claims under Parts 1, 2 and 3 of the 'Liability to others' section:

- anyone who fails to keep to any of the terms, exceptions, conditions and **endorsements** of this **policy**;
- anyone entitled to cover under any other policy;
- liability for the death of or injury to any person, arising out of their employment, by any persons insured under this **policy** except as required under the Road Traffic Acts;
- loss of or damage to property belonging to, or in the custody or control of any person insured under this part of the **policy**;
- loss of or damage to any **vehicle** being used or driven under this part of the **policy**.

We cover the following

beyond repair.

2. Cover provided for other people

If **you** give **your** permission, **we** will provide the same cover to the following people:

- anyone **you** allow to drive **your vehicle** if allowed by **your Certificate of Insurance**;
- anyone **you** allow to use **your vehicle** for social, domestic and pleasure purposes (this does not include driving);
- any person travelling in or getting into or out of **your vehicle**;
- **your** employer for any **vehicle you**, or they, use and which is covered by this **policy**. **Your** employer must have **your** permission and the driver and use must be allowed by **your Certificate of Insurance**.

3. Cover provided for legal personal representatives

If anyone insured under the **policy** dies **we** will transfer to their estate the protection **we** provide under this **policy**.

4. Legal expenses

If **we** agree, legal costs to:

- represent any person insured under this **policy** at any coroner's inquest or fatal accident inquiry;
- defend any person insured under this **policy** in a court of summary jurisdiction in connection with any accident which **you** may be able to claim for under the 'Liability to others' section of the **policy**;
- defend anyone insured under this **policy** if proceedings are taken against them for manslaughter or causing death by careless or dangerous driving or causing death while under the influence of drink or drugs, provided that the death(s) giving rise to the proceedings are covered under this **policy**.

We do not cover the following

Any costs where **we** have not given **our** prior written agreement to the legal costs.

We will not pay more than £5,000,000.

We cover the following

5. Emergency medical treatment

We will pay emergency treatment fees as required under the Road Traffic Acts.

We do not cover the following

Standard Personal Accident (Comprehensive policies only)

Accidental injury to you, your named spouse/domestic partner

This section should be read in conjunction with the 'General exceptions' on [pages 40 and 41](#), 'General conditions' on [pages 42 to 45](#) and 'How to make a claim' on [pages 46 to 48](#).

Definitions (applying to this Part only)

- Benefit** The sum payable upon the happening of a death or an injury as a result of a motoring accident.
- Loss of eye or eyes** The permanent and total loss of sight which shall be considered as having occurred
- In both eyes if the insured person's name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist
 - In one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen scale (meaning the insured person sees at 3 feet what they should see at 60 feet).

Loss of limb or limbs The permanent and complete loss of limb or limbs by physical separation at or above the wrist or ankle or the permanent and complete loss of use of a limb or limbs.

Period of insurance Dates as shown on **your Certificate of Insurance**

We cover the following

If **you** or **your** named **spouse/domestic partner**, who **you** have declared as a driver under this **policy**, are killed or injured during the **period of insurance** as a direct result of a motoring accident involving **your vehicle** in the **territory** or any country listed within the 'Use Abroad' section of this **policy** or any other country where cover has been agreed and **we** have issued a Green Card **you** will qualify for personal accident **benefit**.

Benefit we will provide under Standard Personal Accident cover

Death	£5,000
Loss of sight in one or both eyes	£5,000
Loss of or loss of use of one or more limbs	£5,000

We do not cover the following

Any payment for **benefit** if the death or injury is caused by or as a result of:

- suicide or attempted suicide or self-inflicted injury;
- war;
- racing and other competitions;
- the injured person being at the time the injury happened under the influence of drink or drugs or having more alcohol in their body than the limits set down in the Road Traffic Acts.

The cost of obtaining any medical evidence to support **your** claim.

More than one **benefit** per injured claimant per incident.

Any payment for **benefit** under the 'Standard Personal Accident' section of this

We cover the following

To qualify for the benefit

You or **your** named **spouse/domestic partner** must have:

- suffered the death or injury whilst travelling in or getting into or out of **your vehicle**; and
- suffered the death or injury as a result of a motoring accident involving **your vehicle** for which **you** are also claiming under this **policy**; and
- notified **us** of **your** intention to claim within 90 days of the motoring accident.

A doctor registered to practise in the **territory** must:

- confirm the extent of the injury; or
- certify the death was caused by the motoring accident.

The **benefit** will be paid direct to the injured persons or to their legal personal representatives.

We do not cover the following

policy if **your Schedule** shows **you** are covered under the 'Increased Personal Accident' section.

Payment of **benefit** under more than one **policy** if **you** or **your** named **spouse/domestic partner** hold any other car insurance policy with **us**.

Any disability which exists prior to an accident shall not count towards the **benefit** payable calculations.

Use abroad

This section should be read in conjunction with 'General exceptions' on [pages 40 and 41](#), 'General conditions' on [pages 42 to 45](#) and 'How to make a claim' on [pages 46 to 48](#).

Countries for which a Green Card (International Motor Insurance Certificate) is not required

If **you** or **your spouse/domestic partner** are travelling with **your vehicle** and **your** trip is to any of the countries shown below, **we** will provide the cover shown in **your Schedule**. **You** no longer need to obtain a Green Card (International Motor Insurance Certificate).

Andorra	Finland	Lithuania	Republic of Ireland
Austria	France	Luxembourg	Romania
Belgium	Germany	Malta	Serbia
Bulgaria	Greece	Netherlands	Slovakia
Croatia	Hungary	Norway	Slovenia
Czech Republic	Iceland	Poland	Spain
Denmark	Italy (inc. San Marino)	Portugal (inc. Madeira)	Sweden
Estonia	Latvia	Republic of Cyprus	Switzerland (inc. Liechtenstein)

We will provide cover while **your vehicle** is being transported between any of these countries and the **territory**.

We will provide cover up to a total of 90 days in a year.

Countries for which a Green Card (International Motor Insurance Certificate) is required

Please contact Customer Services on **0800 088 888** if **you** wish to visit a country not listed above. **Policy** cover only applies when **you** obtain a Green Card (International Motor Insurance Certificate) from **us**. If **we** agree to provide **you** with a Green Card (International Motor Insurance Certificate) **we** will provide cover for the period shown and while **you** are in any country shown on the Green Card. **We** will also provide cover whilst **your vehicle** is being transported between any of these countries and the **territory**.

United Kingdom Delivery and Customs Duty

We will also pay costs **we** have authorised to:

- deliver **your vehicle** to **your** address in the **territory** if **your vehicle** cannot be driven because of loss or damage covered by this **policy**; and
- pay the amount of any customs duty **you** have to pay as a direct result of the loss or damage.

No Claim Discount

Standard No Claim Discount

If no claim or incident resulting in a claim has arisen under **your policy** during the previous year of insurance, **your** renewal premium will be adjusted in accordance with **our** current No Claim Discount scale applicable at **your** renewal date.

If **your Schedule** shows **your** No Claim Discount is not protected and one or more claims are made or arise under **your policy** in the period of insurance, **your** No Claim Discount will be reduced at **your** next renewal in accordance with **our** current scale for each claim made.

Your No Claim Discount entitlement will be shown in **your Schedule**.

You may not transfer **your** No Claim Discount to anyone else without **our** prior approval.

If **you** have a Comprehensive **policy** and **you** make a claim where full recovery of **our** costs is made, or **you** claim only for broken glass in **your vehicle's** windscreen, windows or sunroof under Part 3 of the 'Loss or damage' section, **your** No Claim Discount will not be affected by that claim. If **we** pay emergency treatment fees under the Road Traffic Acts it will not affect **your** No Claim Discount.

Depending on the circumstances of **your** claims, **we** may increase **your** premium and/or apply additional terms to **your policy**.

The following table shows the effect on **your** No Claim Discount depending on the number of claims **you** make during the **policy year** where **your insurer** cannot recover their costs. No Claim Discount is not protected until **you** have 4 years' No Claim Discount entitlement and **you** meet the eligibility criteria.

No Claim Discount years at inception / last renewal	No Claim Discount years at next renewal				
	No claims* made in preceding 12 months	One claim* made in preceding 12 months	Two claims* made in preceding 12 months	Three claims* made in preceding 12 months	Four claims* made in preceding 12 months
0	1	0	0	0	0
1	2	0	0	0	0
2	3	0	0	0	0
3	4**	1	0	0	0

*A claim where **your insurer** has been unable to recover costs from a Third Party (other than a claim for broken glass in your vehicle's windscreen, windows or sunroof under Part 3 of the 'Loss or damage' section of **your policy** or claims **we** have accepted as vandalism or uninsured driver claims).

**Eligible for No Claim Discount protection if there has been no more than one claim in the last 3 years.

Protected No Claim Discount – two claims in three years

Your Schedule will show if **your** No Claim Discount is protected. If **you** have had one claim in the two years prior to the start of this **policy**, **we** will agree to provide protected No Claim Discount but this claim will be counted as one of the two claims allowable in any three year period.

If two claims have been made in any three year period **you** will not lose any of **your** No Claim Discount. Any claims in excess of two in a three year period will be dealt with in accordance with **our** current scale.

If **you** make a claim **your** No Claim Discount will not increase for that **policy** year. Protected No Claim Discount does not protect **your** premium from any increase at renewal, but it does protect **your** No Claim Discount entitlement from being reduced, which means **your** No Claim Discount entitlement at the start of the **policy** year will be maintained and included in **your** renewal premium.

No Claim Discount years at next renewal – Protected No Claim Discount

NCD years at inception/last renewal	No claims* made in preceding 12 months	One claim* made in preceding 12 months		Two claims* made in preceding 12 months		Three claims* made in preceding 12 months		Four claims* made in preceding 12 months	
		No existing claims* in preceding 3 years	One existing claim* in preceding 3 years	No existing claims* in preceding 3 years	One existing claim* in preceding 3 years	No existing claims* in preceding 3 years	One existing claim* in preceding 3 years	No existing claims* in preceding 3 years	One existing claim* in preceding 3 years
4	5	4	4	4	2	2	0	0	0
5	6	5	5	5	3	3	1	1	0
6	7	6	6	6	3	3	1	1	0
7	8	7	7	7	3	3	1	1	0
8	9	8	8	8	3	3	1	1	0
9	10	9	9	9	3	3	1	1	0

*A claim where **your insurer** has been unable to recover costs from a Third Party (other than a claim for broken glass in **your vehicle's** windscreen, windows or sunroof under Part 3 of the 'Loss or damage' section of **your policy** or claims **we** have accepted as vandalism or uninsured driver claims.)

No Claim Discount protection no longer applies once there have been two or more claims* in the last 3 years.

Vandalism claims (Comprehensive policies only)

We will not reduce **your** No Claim Discount under this **policy** for any claim **we** accept as caused solely by an act of vandalism when:

- **you** report the damage to the Police as quickly as possible;
- **you** provide **us** with a Police crime reference number and details of the Police station the crime was reported to;
- **you** pay the **accidental damage excess** shown in **your Schedule**; and
- the damage was not caused by another vehicle.

Vehicle sharing

Your policy also covers the use of **your vehicle** when contributions are received for the carrying of passengers for social or similar purposes, provided:

- **your vehicle** is not constructed or adapted to carry more than eight passengers (not including the driver);
- the passengers are not being carried in the course of a business of carrying passengers;
- the total contributions **you** receive for the journey do not involve any profit.

Vehicle service, overhaul or repair

The cover **you** have under this **policy** applies to **you** when **your vehicle** is in the hands of a motor trader carrying on a business from a motor trade outlet or premises for service, overhaul or repair.

On such occasions **we** will ignore the limitations about driving and use described in **your Certificate of Insurance**.

Uninsured driver claims (Comprehensive policies only)

We will not reduce **your** No Claim Discount under this **policy** for any claim **we** accept as caused by an uninsured driver. To obtain this benefit **you** will need to provide:

- The vehicle registration number, make and model of the uninsured vehicle;
- The driver's details, if possible;
- The names and addresses of any independent witnesses, if available.

Until **we** have confirmed that **you** have a valid claim under this section of **your policy**, **you** will have to pay **your policy excess**, and if **your policy** is due for renewal, **you** will temporarily lose **your** No Claim Discount. Once **we** have confirmed that **you** have a valid uninsured driver claim **we** will refund any **excess** paid and restore **your** No Claim Discount.

This cover excludes uninsured drivers of **your vehicle**.

Additional cover – Trailer Cover

Your Schedule shows if **you** are covered under this section of the **policy**. This section should be read in conjunction with 'General exceptions' on [pages 40 and 41](#), 'General conditions' on [pages 42 to 45](#) and 'How to make a claim' on [pages 46 to 48](#).

For the **trailer** to be covered under this **policy** it is required to meet all the necessary regulations with regard to towing and needs to be fitted with a standard 50mm towball.

We cover the following

If **your trailer** is stolen or damaged **we** will:

- repair the damage; or
- replace what is lost or damaged beyond economical repair; or
- pay **you** cash for the amount of the loss or damage.

We have the right to choose which action to take in the case of any claim.

The maximum amount **we** will pay is the amount **you** declared to **us your trailer** to be worth or the **market value**, whichever is the less.

We do not cover the following

Anything carried in or on the **trailer**.

Caravans, trailer tents, horseboxes, vehicle transporters, food bars and mechanically propelled vehicles.

Additional cover – Increased Personal Accident (Comprehensive policies only)

Accidental injury to you, your named spouse/domestic partner

Increased Personal Accident cover is underwritten by the **insurer** shown in **your policy Schedule**. **Your Schedule** shows if **you** are covered under this section of the **policy**. This section should be read in conjunction with 'General exceptions' on [pages 40 and 41](#), 'General conditions' on [pages 42 to 45](#) and 'How to make a claim' on [pages 46 to 48](#).

Definitions (applying to this Part only)

Benefit The sum payable upon the happening of a death or an injury as a result of a motoring accident.

Insurer The insurer shown in **your Schedule**.

Loss of eye or eyes The permanent and total loss of sight which shall be considered as having occurred

- In both eyes if the insured person's name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist
- In one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen scale (meaning the insured person sees at 3 feet what they should see at 60 feet).

We cover the following

If **you** or **your** named **spouse/domestic partner**, who **you** have declared as a driver under this **policy**, are killed or injured during the **period of insurance** as a direct result of a motoring accident involving **your vehicle** in the **territory** or any country listed within the 'Use Abroad' section of this **policy** or any other country where cover has been agreed and **we** have issued a Green Card **you** will qualify for personal accident **benefit**.

Loss of limb or limbs The permanent and complete loss of limb or limbs by physical separation at or above the wrist or ankle or the permanent and complete loss of use of a limb or limbs.

Period of insurance Dates as shown on **your Certificate of Insurance**.

Permanent total disablement Disablement caused other than by **loss of limb or eye**, which has lasted for 52 consecutive weeks and will in all probability prevent the insured person from engaging in gainful employment of any and every kind for the remainder of their life.

We, our, us The **insurer**.

We do not cover the following

Any payment for **benefit** if the death or injury is caused by or as a result of:

- suicide or attempted suicide or self-inflicted injury;
- war;
- racing and other competitions;
- the injured person being at the time the injury happened under the influence of drink or drugs or having more alcohol in their body than the limits set down in the Road Traffic Acts;

We cover the following

Benefit we will provide under Increased Personal Accident cover

Accidental Death	£50,000
Permanent total disablement	£25,000
Loss of, or permanent total loss of use of, limb or limbs	£25,000
Total loss of sight in one or both eyes	£25,000
Total loss of hearing	£20,000
Total loss of speech	£20,000
Total organic paralysis	£20,000
Total loss of intellectual capacity	£20,000
Total loss of use of spinal column	£10,000
Loss of, or permanent total loss of use of:	
One hand or one foot	£10,000
A thumb	£5,000
A finger	£2,000
A big toe	£5,000
Any other toe	£500
Internal organs Group One (lung, kidney(s), liver, large intestine, small intestine, stomach, bladder)	£5,000
Internal organs Group Two (spleen, gallbladder, pancreas)	£2,500
Fractured bones (a complete break in the full thickness of the bone):	
Group One (pelvis, arm, leg, skull, vertebrae, jaw, knee, hand, facial bones excluding nose)	£500
Group Two (foot, shoulder blade, elbow, sternum, wrist, ankle, collar bone, coccyx)	£250
Group Three (any other body part including nose)	£100
Facial scarring	£500
Third degree burns	£2,500
Emergency physiotherapy and dental treatment	up to £250
Hospital cash	£200 a night up to a maximum of 10 nights (minimum 2 nights)

We do not cover the following

The cost of obtaining any medical evidence to support **your** claim.

More than one **benefit** per injured claimant per incident.

Any payment for **benefit** under the 'Standard Personal Accident' section of this **policy** if **your Schedule** shows **you** are covered under the 'Increased Personal Accident' section.

Payment of **benefit** under more than one policy if **you** or **your** named **spouse/ domestic partner** hold any other car insurance policy with **us**.

Any disability which exists prior to an accident shall not count towards the **benefit** payable calculations.

We cover the following

To qualify for the benefit

You or **your** named **spouse/domestic partner** must have:

- suffered the death or injury whilst travelling in or getting into or out of **your vehicle**; and
- suffered the death or injury as a result of a motoring accident involving **your vehicle** for which **you** are also claiming under this **policy**; and
- notified **us** of **your** intention to claim within 90 days of the motoring accident.

A doctor registered to practise in the **territory** must:

- confirm the extent of the injury; or
- confirm the diagnosis of **permanent total disablement**; or
- certify the death was caused by the motoring accident.

In the event of **permanent total disablement**, payment will be deferred until 12 months of continuous disablement after the date of the motoring accident.

The **benefit** will be paid direct to the injured persons or to their legal personal representatives.

We do not cover the following

Additional cover – Legal Protection

Legal Protection cover is underwritten by the **insurer** shown in **your policy Schedule**. **Your Schedule** shows if **you** are covered under this section of the **policy**. This section should be read in conjunction with 'General exceptions' on [pages 40 and 41](#), 'General conditions' on [pages 42 to 45](#) and 'How to make a claim' on [pages 46 to 48](#).

Definitions (applying to this Part only)

Appointed representative	A solicitor, lawyer or appropriately qualified person, firm or company including us , instructed in accordance with Legal Protection Cover Condition – Representation.
Disbursements	Money spent by the appointed representative to manage your claim, but not including the appointed representative's own fees.
Event	Either: a) a motor accident; or b) an incident resulting in a prosecution or summons that involves your vehicle insured by this policy .
Inquiry	An inquest held in a Coroner's Court or Fatal Accident Enquiry into the insured person's death; a Police investigation into an allegation made about the insured person which may lead to the insured person being prosecuted in a magistrates' court or Crown Court or their Scottish equivalents.
Insured person	a) you ; and/or b) the authorised driver of your vehicle ; and/or c) any passenger in your vehicle , who at the time of the motor accident is travelling in, or getting into or out of your vehicle .
Insurer	The insurer shown in your Schedule .

Legal claim Preparing work for negotiating or defending the **insured person's** legal rights in a court, tribunal or arbitration in the **territory**, including negotiating a settlement and any hearings.

Legal costs All properly incurred and proportionate **disbursements**, fees and expenses, charged by the **appointed representative**, or incurred under any fixed recoverable costs scheme, whichever is the lesser.
Any opponent's costs which the **insured person** has been ordered to pay by a court or other body, or **we** have authorised.

The **insured person** is not covered for:

- any damages, fines or penalties **you** have to pay;
- the cost of any Damage Based Agreement, or Conditional Fee Agreement, that **you** choose to enter with **your appointed representative**; or
- the cost of any After The Event insurance policy that **you** choose to enter with **your appointed representative**.

Legal proceedings Action to be taken in a court when efforts to settle the **insured person's** claim by way of negotiation have failed.

Motor trader A person or persons actively operating a formal VAT registered business on a full or part-time basis for profit, either selling vehicles or providing a service relating to repair or maintenance of motor vehicles.

Purchase price	The price shown on the invoice as the cost of your vehicle including VAT.
Reasonable prospects	Where we consider there is a 51% and above chance of succeeding with the insured person's claim and enforcing any award and that it would be reasonable to advise any private paying client in the same circumstances to pursue the claim.
Uninsured losses	One or more of the following arising directly out of an accident: <ul style="list-style-type: none"> (i) The car insurance policy excess; (ii) The cost of essential alternative transport; (iii) Loss of earnings; (iv) Essential out of pocket expenses; (v) The cost of repairing the insured vehicle or its market value where the car insurance policy is not on a Comprehensive basis; or (vi) Damages for personal injuries sustained in the accident by the insured and any other insured person (providing there is no conflict of interest).
We, our, us	The insurer .

We cover the following

Legal costs

The **insured person's legal costs** up to £100,000 for uninsured loss recovery and £10,000 for prosecution defence that arise from the same **event**.

a) Uninsured loss recovery

The **insured person's legal costs**, up to £100,000, to help the **insured person** recover any **uninsured losses** or compensation for death or personal injury as a result of a motor accident involving **your vehicle** that is insured by this **policy**, including making or defending an appeal.

To claim under this part of **your policy** call **0800 096 3609**.

b) Motoring prosecution defence

Up to £10,000 of **legal costs** to represent or defend **you** and/or the authorised driver from prosecution because of the ownership or use of **your vehicle** and if **you** and/or the authorised driver are at risk of losing **your** and/or their driving licence, including making and defending an appeal.

To claim under this part of **your policy** call **0800 096 3609**.

Please refer to the 'Liability to others' section of this **policy** for details of cover provided in respect of a civil claim where **you** are considered to be at fault for an accident.

We do not cover the following

a) Uninsured loss recovery

Any **legal costs** arising from:

- an **event** that occurred prior to the start date of this cover or outside the **territory**;
- an accident for which the driver or a passenger is legally liable;
- a dispute between the **insured person** and **us, Direct Choice** or Saga Group Limited;
- mechanical failure of **your vehicle**;
- **your appointed representative's** costs where the amount in dispute relates to credit hire charges or credit repair costs;
- any additional **legal costs** incurred by any representative beyond those **we** would normally pay under Legal Protection Cover Condition – Representation.

b) Motoring prosecution defence

Any **legal costs** arising from:

- an **event** that occurred prior to the start date of this cover or outside the **territory**;
- a dispute between the **insured person** and **us, Direct Choice** or Saga Group Limited;
- the defence of the **insured person** in any civil claim arising from loss or destruction of or damage to any property, or from the death of or injury to any person;
- the prosecution of **you** and/or the authorised driver if their driving licence has been endorsed with six or more penalty points within the three years immediately prior to the offence date of this prosecution;
- **your appointed representative's** costs where the amount in dispute relates to credit hire charges or credit repair costs;

We cover the following

Motor Trade Cover

Legal costs in respect of a **legal claim**, including making or defending an appeal, arising from a dispute under any contract made by **you**, or on **your** behalf, for:

1. buying **your vehicle** from a **motor trader**; or
2. the servicing or repair of **your vehicle** by a **motor trader**.

The most **we** will pay is:

- 100% of the **purchase price** of **your vehicle** for disputes under point 1. above; or
- the cost of the initial service or repair that has led to the claim under point 2 above.

To claim under this part of **your policy** call **0800 096 3609**.

Driver Confidence

If **you** or the authorised driver are injured in an accident whilst driving **your vehicle**, **we** will pay the cost for a two-hour driver confidence course provided by the AA Driving School.

If **you** would like to take advantage of this benefit, **you** must notify **us** on telephone number **0800 302 9825** (open 9am-5pm Monday to Friday) within three months of the date of the motor accident. **We** reserve the right to ask for evidence of injury in respect of the claim, which if requested should be sent to

We do not cover the following

- any additional **legal costs** incurred by any representative beyond those **we** would normally pay under Legal Protection Cover Condition – Representation.

Any claim under this section of **your policy** reported to **us** more than 180 days from the date of the dispute unless **reasonable prospects** exist. If **we** accept **your** claim, **we** will not pay for any **legal costs** incurred as a result of **your** delay.

More than the claim limit shown as available under point 1. or point 2.

Any claim relating to:

- a contract or agreement which **you** made before the commencement of this Legal Protection **policy** unless it relates to the purchase of **your vehicle** and **you** became aware of the **legal claim** after commencement of the **policy**;
- a contract that **you** entered into outside the **territory**;
- a dispute between the **insured person** and **us**, **Direct Choice** or Saga Group Limited;
- the defence of the **insured person** in any civil claim or **inquiry**;
- any private prosecution brought by **you**;
- any **legal costs** which **you** incur before **we** have accepted **your** claim.

Any claim under this section of **your policy** not reported to **us** within 90 days of the accident.

Any costs:

- where the **Direct Choice** Car Insurance and/or Legal Protection additional cover were not valid at the time of the motor accident;
- where **we** have not been notified of the motor accident involving **your vehicle**;

We cover the following

PO Box 478, Ramsgate CT11 1BR.

If the claim is accepted, **we** will arrange for the AA Driving School to make direct contact to arrange the Driver Confidence lesson with one of their franchised instructors at a time and date to be mutually agreed. The instructor will be a self-employed franchisee of Automobile Association Developments Limited (the 'AA Driving School') and will provide the lesson subject to the terms and conditions of the lessons as set by AA Driving School (copies available on request).

Personal legal helpline

We have a team of legal experts on hand to take **your** call about any personal legal motor problems, any time. There is no limit to the number of calls **you** can make, or to the time **your** calls take. The service is confidential, free and is available 24 hours a day, 365 days a year. **We** offer advice relating to the laws of the **territory**.

To contact the team call **0800 074 8028**.

The legal helpline is administered on **our** behalf by **our** nominated law firm.

We do not cover the following

- where **we** have not given **our** prior agreement to the course;
- for rebooking the Driver Confidence lesson if **you** or the authorised driver fails to attend the arranged lesson without prior notification, or cancels the lesson with less than 48 hours notice to the AA Driving School on the phone number on [page 35](#);
- if medical evidence to support the claim cannot be provided; or
- for more than one two-hour driver confidence course per **policy** year.

You and/or the authorised driver if:

- **you** or they do not hold a full valid driving licence; or
 - at the time the injury happened, **you** or they were under the influence of drink or drugs or had more alcohol in their body than the limits set down in the Road Traffic Acts.
-

Legal Protection Conditions

You should read these conditions carefully.

Representation

- **Appointment of a representative**

If the **insured person's legal claim** has **reasonable prospects**, **we** will choose an **appointed representative** to act on the **insured person's** behalf.

The arrangement **we** have with **our appointed representatives** does not restrict their independence and **you** will at all times receive the best advice for **you**.

The **insured person** may choose another representative if there is a conflict of interest with a representative appointed by **us**, or there is an **inquiry** or **legal proceedings** are about to be commenced.

- **Using another representative**

If the **insured person** does exercise their right to choose a representative:

- i. the representative the **insured person** chooses will become the **appointed representative**.
- ii. the **insured person** must notify **us** as soon as possible of the name, address and contact details of the **appointed representative**.
- iii. the **insured person** will be required to ensure that the **appointed representative** complies as appropriate with the terms of this **policy** on their behalf by:
 - a) keeping **us** updated regularly with the progress of their **legal claim**;
 - b) keeping **us** informed regularly of **legal costs** incurred;
 - c) informing **us** of any settlement offers made to or by them; and
 - d) keeping **us** regularly updated and informed of other things regarding the conduct of their **legal claim** which may lead to an outcome or a cost that is not anticipated at the commencement of their **legal claim**.

With the **insured person's** prior agreement **we** will be entitled to contact their **appointed representative** to discuss, and if possible agree, the rates

that will be paid by **us** to the **appointed representative** for acting on the **insured person's** behalf.

The amount that **we** will pay in respect of legal costs (meaning those properly incurred and proportionate fees and expenses charged by the **appointed representative**) shall not in any circumstances exceed hourly rates in line with those published in the Senior Courts Cost Office Guide for Summary Assessments of Costs which the **insured person's appointed representative** will have readily available and which the **insured person** should ask to see. The rate applicable will be the guideline rate at the time the work was conducted, for the location in which the **insured person's appointed representative** carries on business or on the **insured person's** home address (whichever is the lower) and for the grade of fee earner which is appropriate for the nature or complexity of the case or task being performed.

If the **insured person's appointed representative** refuses to accept the guideline rates, the **insured person** will be liable to pay the **appointed representative** any difference between what **we** pay and the amount sought by the **appointed representative**.

The **appointed representatives** are satisfied that there are **reasonable prospects** of the **insured person** retaining their driving licence.

The claim is decided by a court within the **territory**.

- **Using the appointed representative:**

- a) **We** will be able to talk to the **appointed representative** at all times and get any information, report, document, correspondence or advice to do with a claim from them. However, if the **appointed representative** considers the **insured person's** interest would be affected by giving any documents or information to **us**, **we** will not see them. The **insured person** must give the **appointed representative** instructions for this purpose.
- b) **We** must be advised as quickly as possible if there are no longer **reasonable prospects** and no further **legal costs** should be incurred without **our** consent.

- **If the insured person withdraws a legal claim:**
 - c) The **appointed representative** will act for the **insured person** during their claim. If, at any stage, the **insured person** intends to withdraw instructions they should contact **us** as soon as possible in order for **us** to consider their intention and its potential result.
- **If the appointed representative withdraws from a legal claim**
 - d) If the **appointed representative** refuses to act for the **insured person**, **you** must tell **us** immediately. If this is for reasons related to the **reasonable prospects** of **your** claim or other reason relating to **your** entitlement to cover under this **policy**, **you** must tell **us** and give the **appointed representative** permission to share those reasons with **us**. If, after reviewing the information, any new representative confirms that the **insured person's legal claim** still has **reasonable prospects** and **you** have otherwise complied with the **policy** conditions, the **insured person** will be entitled to appoint a new **appointed representative** in accordance with Legal Protection Cover condition – Representation.

Our rights

We are entitled to:

- a) take legal action at **our** expense and for **our** benefit, but in the **insured person's** name, to recover any payment **we** have made under this **policy**;
- b) receive from the **insured person** any information **we** may need;
- c) liaise with the **appointed representative** and receive any information or documents relevant to the **insured person's** claim;
- d) get the **appointed representative's** opinion on the chances of the **insured person's** case succeeding and any judgement being enforced; and
- e) decide not to commence or to terminate a **legal claim** at any time and pay the **insured person** up to or equal to the amount that they are claiming for or the amount being claimed against them. This condition does not affect **your** rights to take separate legal action or to complain to the Financial Ombudsman Service.

Withdrawal of assistance by us

We may at any time withdraw **our** support for the **insured person's** claim:

- a) if **we** or the **appointed representative** decide that there are no longer **reasonable prospects** for success, or enforcement of any judgement or potential judgement are insufficient to justify **our** continuing support;
- b) if **we** or the **appointed representative** feel that the **insured person's** interests are better served by other means;
- c) following the **insured person's** refusal to accept any settlement of the **insured person's** claim contrary to the recommendation of the **appointed representative**;
- d) if the **insured person** acts in a way which may prejudice the settlement of the **insured person's** claim; or
- e) if the **insured person** fails to co-operate with **us** or the **appointed representative** or fails to follow their advice.

In that case, **we** will write and explain **our** reasons for withdrawing support and in the event of the **insured person** acting in a manner prejudicial to the **insured person's** claim or failing to co-operate as stated above, **we** reserve the right not to meet any further **legal costs** or expenses incurred and to seek reimbursement from the **insured person** for all costs paid under the **policy**. If the **insured person** or **we** disagree, we can both refer the matter to arbitration.

Recovery of payments made

The payment of claims is dependent on:

- a) the **insured person** providing **us** and the **insured person's appointed representative** with whatever information, documentation and help **we** need to enable **us** to recover for **our** benefit the amount of any payments under this **policy**; and
- b) where a person is ordered or agrees to pay the **insured person's legal costs** and expenses, and compensation, either in full or by instalments, these instalments will be paid to **us** until **we** have recovered the total amount that the

other person was ordered or agreed to pay by way of **legal costs** and expenses charges.

Appointed representatives' costs, witness costs and other expenses

We will not pay any costs and/or expenses:

- a) which the **insured person** or anyone acting on the **insured person's** behalf incurs before **we** have accepted the **insured person's** claim;
- b) as a result of the **insured person** failing to provide instructions or information to the **appointed representative**;
- c) as a result of the **insured person** acting against the **insured person's appointed representative's** advice or in a way which may prejudice the settlement of the claim; or
- d) as a result of the **insured person** or anyone acting for the **insured person** making a claim that is false or fraudulent in any way.

Arbitration

This **policy** wording advises when a dispute between **you** and **us** may be referred to an arbitrator.

Should arbitration be required, the matter may be referred to an arbitrator who will be a solicitor or barrister who **you** and **we** agree on in writing. If we cannot agree, the President of the local Law Society or the Bar Council will decide on an arbitrator. The decision of the arbitrator will be final and binding and he or she will decide who should pay the costs of the arbitration and resolving the disagreement. If costs are awarded against **you**, they are not covered under this **policy**.

This condition does not affect **your** rights to take separate legal action or to complain to the Financial Ombudsman Service.

Cancellation

Procedures are explained below dependent on who invokes cancellation.

- a) The policyholder
If **you** need to cancel this **policy** contact **Direct Choice** on **0800 088 888** or write to **Direct Choice** at Middelburg Square, Folkestone, Kent CT20 1AZ.

Where **you** cancel the **Direct Choice** Car Insurance **policy** this Legal Protection Cover will be cancelled on the same date.

You will, for a period of 14 days from the date **you** receive the **policy** documentation or the date **you** enter into the contract (whichever is later), have a right to cancel this **policy** and receive a refund. This refund will be subject to a charge for the period of cover **you** have received except where cover has not commenced prior to the end of this 14-day period, in which case **you** will be entitled to a full refund of the premium **you** have paid.

Beyond the above period, **you** may cancel this insurance at any time, but no refund will be provided to **you**.

- b) The **insurer**

We may cancel this insurance by sending at least seven days' written notice to **your** last known address. A pro rata premium refund will be allowed from the date of cancellation, no deduction will be made for commission and a refund will be allowed regardless of whether a claim has been made under the **policy**.

Any such cancellation by **you** or **us** will not affect any rights and responsibilities arising before cancellation takes place.

General exceptions applicable to all of the policy

You are not covered for any of the following:

1. Use of the vehicle

When **your vehicle**:

- is being driven by or is in the charge of any person not allowed to do so under **your Certificate of Insurance**;
- is being used other than for the purposes shown in **your Certificate of Insurance**;
- is being driven with **your** permission by any person who **you** know has never held a driving licence; is disqualified from holding or obtaining a driving licence; or is breaking the conditions of their driving licence;
- is towing for reward a caravan, trailer or disabled mechanically propelled vehicle;
- is towing more than one caravan, trailer or disabled mechanically propelled vehicle at any one time.

This exception does not apply if **your vehicle** is:

- being serviced or repaired by a member of the motor trade;
- stolen or taken away without **your** permission;
- being parked by a car-parking service.

2. Contractual liability

Any liability incurred as a result of an agreement or contract unless that liability would have existed otherwise.

3. Indirect losses

Any losses that are not directly associated with the incident that caused **you** to claim, unless specifically stated in this **policy**.

4. War

Any loss or damage caused by war, invasion, act of foreign enemy, hostilities (whether or not war is declared), civil war, rebellion, revolution, insurrection, military or usurped power.

5. Terrorism

Any loss or damage caused by the use or threatened use of any action, force or violence by any person or group of people whether acting alone, or on behalf of any organisation or government committed for political, religious, ideological or similar purposes, including the intention to influence any government or to intimidate and/or put in fear the public or any section of the public except as required under the Road Traffic Acts or alternative applicable legislation in the territory in which the loss occurs.

6. Riot and earthquake

Cover except under the 'Liability to others' section for any accident, injury, loss or damage caused by:

- earthquake;
- riot or civil commotion if it happens outside Gibraltar, England, Scotland, Wales, the Isle of Man or the Channel Islands.

7. Radioactivity

Any loss, damage or legal liability directly or indirectly caused by:

- ionising radiation or contamination by radioactivity from irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of it.

8. Use on airfields

Any liability, injury, damage or accident while the **vehicle** is parked or is being driven in any part of an airport or airfield set aside for:

- moving, taking off or landing of aircraft;
- aircraft parking areas and associated roads, and ground equipment parking, maintenance and refuelling areas;
- Customs examination areas of passenger terminals.

9. Pollution

Liability for, death, injury, damage or loss caused directly or indirectly by pollution or contamination, unless the pollution or contamination is directly caused by a sudden, identifiable, unintended and unexpected event which happens during the period of cover.

We will treat all pollution or contamination which arises out of one event as having happened at the time the event took place.

This exception will not apply in circumstances where **we** have to meet any compulsory car insurance laws.

10. Theft claims

Any theft claim unless:

- **you** have reported the theft to the nearest Police authority as quickly as possible, preferably within 24 hours of discovery;
- **you** have obtained a police crime reference number and details of the police station the crime was reported to;
- **your vehicle** is fully locked and secured and any keys and/or any other device(s) that unlock **your vehicle** are removed when it is left unattended or unoccupied.

11. Deliberate acts

Any loss, damage, death or injury arising from a deliberate act of **you** or any driver insured to drive **your vehicle**.

12. Confiscation

Any loss or damage resulting from the legal confiscation of **your vehicle** by Customs and Excise, Police or any other Government Authority.

Please note: **Your Certificate of Insurance** cannot be used to secure the release of any vehicle, which has been seized by, or on behalf of, any government or public authority, other than **your vehicle** identified on **your Certificate of Insurance** by its registration mark.

General conditions applicable to all of the policy

You must comply with these conditions to have the full protection of **your policy**. If **you** do not comply with them, **we** may cancel the **policy**, refuse to deal with **your** claim or reduce the sum of any claim payment.

1. Your duty

The insurance cover this **policy** provides depends on the terms and conditions in this **Policy** Book, which must be read as one document with **your Schedule** and any **endorsements**. **You** must comply with these terms and conditions to have the full protection of **your policy**. If **you** do not pay a premium or any **arrangement** or **administration fee your policy** will be cancelled in accordance with General Condition 6.

It is **your** duty to provide **us** with correct information and to answer **our** questions with reasonable care and honesty, truthfully and completely. This includes information provided in respect of the age and identity of the drivers, claims and No Claim Discount entitlement, driving licences, motoring convictions and fixed penalty offences, vehicle modifications, mileage and use.

If **you**, or anyone acting for **you**, has deliberately misrepresented the answer to **our** questions, or misrepresented any answers provided to online questions by manipulating an answer and these answers would have:

- influenced **our** decision to provide **you** with insurance **we** would otherwise not have agreed to provide; or
- influenced the terms and conditions on which **we** have provided cover; or
- prevented **us** from charging the correct premium;

we will treat **your policy** as if it never existed and return any premium **you** have paid for the **policy** unless **we** have identified a false or fraudulent claim when General Condition 4 will also apply.

If the misrepresentation is not deliberate but is careless **we** will either:

- treat **your policy** as if it never existed and return any premium **you** have paid for the **policy** if **we** would not have accepted the risk had **you** given the correct information; or

- amend **your policy** details to record the correct information, apply any terms that would have been applied had **you** given the correct information, and charge and collect any additional premium due. **Direct Choice** will also charge an **administration fee**.

2. Your responsibility

a. Taking care of your vehicle

You must do all **you** can to protect **your vehicle** and its contents from loss or damage and keep and maintain **your vehicle** in a roadworthy condition. If **we** ask, **you** must let **us** examine **your vehicle** at a mutually convenient time. **Your vehicle** must have a current MOT certificate if applicable.

b. Keeping your policy up to date

You must tell **us** of any changes in circumstances. Changes that must be advised include the following:

- change to the **vehicle** that **you** wish to insure under this **policy** – **you** will not be insured until a cover note or revised **Certificate of Insurance** has been issued;
- any change to **your vehicle** from the manufacturer's standard specification;
- change of ownership of **your vehicle**;
- change of main user of **your vehicle**;
- change of address, including where **your vehicle** will be kept overnight and where **you** primarily reside;
- change to the use of **your vehicle**;
- change to **your** occupation or the occupations of any of the named drivers;
- change of drivers - **you** will not be insured until a cover note or revised **Certificate of Insurance** has been issued, unless **your Certificate of Insurance** already allows this;
- if **you** or any other named driver are advised by the DVLA or DVLENI that **you** and/or they cannot continue to drive, for example due to a medical

condition.

Changes that must be advised when the **policy** is renewed include the following:

- change to the driver details, including details of any motoring conviction, pending motoring conviction or fixed penalty offence involving a driver;
- any change to **your** annual mileage.

This is not a full list and **you** should let **us** know if any of the details **you** have already given **us** change. Once **you** have told **us** about a change **we** will reassess **your** cover and premium. If **you** do not inform **us**, it is possible that a claim will not be covered.

3. Accidents and losses

Observance by **you** or **your** legal representatives of the following requirements is a prior condition of **your** cover in respect of any claim made under **your policy**. If **you** do not observe them **we** have the right to refuse or withdraw cover for **your** claim.

You or **your** legal personal representatives must give **us** as quickly as possible full details of any incident which could lead to a claim under this **policy**. **You** must also send **us** unanswered any letters, notices, writs, summonses or any other documents **you** receive to do with the claim. If **you** know of any possible prosecutions, inquests or fatal accident inquiries **you** must tell **us** as quickly as possible in writing.

You must not admit responsibility or offer or promise anything without **our** written permission.

Anyone claiming cover under this **policy** must give **us** whatever information, documentation and help **we** need and continue to do so until the claim is concluded.

If, because **you** have not observed the terms of this condition, **we** withdraw cover for a claim that **you** and/or anyone insured by this **policy** is making but court proceedings are issued against **us** by the third party, their insurers or their representatives and **we** are legally required to settle the claims made or incur losses in defending the claims, **we** will seek to recover such losses **we**

suffer from **you**.

If **we** wish **we** may take over and deal with **your** claim in **your** name. **We** may also pursue any claim to recover for **our** benefit any money **we** have paid out under this **policy**.

If at the time a claim is made under this **policy** any other policy exists that would cover the claim, **we** will pay only **our** share of the claim unless it says differently in this **policy**.

If **you** claim under this **policy** and **you** are paying **your** premium and any other charges under an insurance credit scheme **we** may take from any claim settlement any amount **you** owe **us**.

If **we** provide a service that it subsequently transpires **you** are not entitled to, **you** may have to pay for the service provided.

If the law of any country in which **you** are covered by this **policy** says **we** must settle a claim which **we** would not otherwise have paid **we** can ask **you** or the person who incurred the liability to pay **us** that amount.

4. Fraudulent claims

If **we** discover that **you**, anybody insured by this **policy** or anyone acting for **you** has knowingly:

- made a fraudulent or false claim in full or in part or exaggerated the amount of the claim;
- misrepresented any answers to **our** questions or withheld any relevant information in order to influence **us** to accept a claim;
- provided false or invalid documents in support of a claim; or
- following an allegation or suggestion of fraud by **us** or another insurer, withdrawn a claim, had a claim refused or declined or had a policy cancelled or made void

we will investigate the claim and this could result in legal action by **us**. **We** may:

- treat **your policy** as if it never existed from the date of the fraud or misrepresentation and retain any premium, **arrangement fee**,

administration fee and any other charges **you** have paid for these policies;

- serve **you** with a 7-day notice of cancellation on all other policies which **you** hold with **us**; and
 - pass details to the Police and fraud prevention agencies.
- or
- refuse to pay the whole of **your** claim if any part is in any way fraudulent, false or exaggerated and recover from **you** any costs that **we** have incurred.

5. Cancellation within the first 14 days

If **you** have paid **your** premium and any **arrangement fee** for **your** forthcoming renewal and wish to cancel before commencement **you** will be entitled to a full refund.

If **you** cancel **your policy** within 14 days of receiving **your policy** documentation and cover has commenced, **we** will give **you** a pro-rata refund of **your** premium based on the cover **you** have had. The **arrangement fee** will not be refunded and **Direct Choice** will charge an **administration fee**. Details of the current fees can be found in **your Schedule**.

You can cancel **your policy** by contacting **us** on **0800 088 888** or by writing to us at Direct Choice, Middelburg Square, Folkestone, Kent CT20 1AZ. Cancellation will take effect from the date **we** receive **your** notice to cancel, or a date in the future **you** have specified, but cannot be backdated.

If after 14 days **you** have not cancelled **your policy**, **we** will assume that **you** have accepted the terms and want **your policy** to continue for the agreed period of cover.

If **you** have selected 'Additional cover – Legal Protection', please be advised this cover will automatically be cancelled at the same time.

6. Cancellation rights

If this **policy** does not meet **your** needs **you** have the right to cancel it at any point by contacting **us** on **0800 088 888** or by writing to **us** at Direct Choice, Middelburg Square, Folkestone, Kent CT20 1AZ. Cancellation will take effect from the date we receive **your** notice to cancel, or a date in the future **you** have specified, but cannot be backdated.

Provided full recovery of **our** costs has been made on any claims that have occurred (excluding any glass claim) in the current period of insurance, **you** will be entitled to a pro-rata refund of **your** premium based on the cover **you** have had. **You** will not be entitled to any refund if a claim has not been settled and full recovery made.

We may cancel this **policy** by giving **you** seven days' notice by recorded delivery letter to **your** last known address.

This **policy** may be cancelled if:

- **you** do not pay any **policy** premium, **arrangement fee**, **administration fee** or other charges requested or, if applicable, stop paying the instalment premiums;
- **your** insurance details change such that they no longer meet **our** acceptance criteria;
- **your vehicle** has been the subject of a total loss claim because it was written off or stolen and **you** have not advised **us** of a replacement vehicle to be covered under this **policy**;
- **you** fail to provide further information or documentation **we** have requested in writing:
 - in support of **your** insurance application, renewal or adjustment **you** wish to make to **your policy** including but not limited to proof of **your** No Claim Discount, evidence of **your** annual mileage, copies of driving licences, evidence of vehicle ownership;
 - to assist **us** handle a claim that is being made;
- **we** act under General Conditions 1 – Your Duty or 4 – Fraudulent claims; or

- **we** discover that **you** have used fraud to obtain another policy underwritten by **us** and/or to make a claim under another policy that **we** underwrite.

We will remove **your vehicle** details from the Motor Insurers' Database and refund to **you** the unused part of **your** premium unless **we** have paid **your** total loss claim, or **we** have acted under General Condition 4 – Fraudulent claims.

The **arrangement fee** will not be refunded and **Direct Choice** will charge an **administration fee**. Details of the current fees can be found in **your Schedule**.

If **you** have selected 'Additional cover - Legal Protection', please be advised this cover will automatically be cancelled at the same time and the premium is non-refundable.

Useful claims information

How to make a claim

1. If the event is covered, or if you are in any doubt, call the Direct Choice Claims Line on **0800 302 9797** to advise us of your claim, as soon as possible. Assistance is available on this number 24 hours a day, seven days a week.

Please advise us of your policy number and we will confirm the benefits available to you, as according to your Schedule and the cover that you have chosen. Whenever possible, we will complete all the details needed to conduct the claim in this telephone conversation.

You must provide us with your personal details, those of the driver, full details of the incident and any other parties involved.

If your vehicle is damaged you must do what you can reasonably do to protect your vehicle and its accessories.

If the loss or damage that happens to your vehicle is not covered by this policy because you have not arranged Comprehensive cover, but is the responsibility of an identified Third Party, we may be able to provide some assistance to help you recover your losses. If we can offer this assistance we will tell you when you register your claim with us.

2. After your call, one of several things will happen and your claims handler will guide you. We have the right to choose which action to take in the case of any claim and we may arrange to:
 - repair the damage; or
 - replace what is lost or damaged beyond economical repair; or
 - pay you cash for the amount of the loss or damage.

If we ask, you need to give us any evidence to support your claim. We will confirm exactly what we need. Sometimes we will need to ask an independent loss adviser to help us deal with your claim. If so we will tell you and arrange for the loss adviser to visit you. The loss adviser's role is to assess the claim,

confirm what action you need to take and recommend to us how to deal with the claim.

3. Please read the 'Accidents and losses' section of the 'General conditions' on [page 43](#) for details of the claims conditions.

Getting your vehicle repaired

If your vehicle needs to be repaired we have a nationwide network of repairers who can arrange to start work on your damaged vehicle without delay. Once we have taken details of your claim, we will contact the nearest network repairer. Our network repairers may not be able to deal with all types of vehicles, in which case we will ask you to obtain an estimate from a repairer of your choice.

Collection and delivery to your home can be arranged if required. Under our network repairer scheme there is no need for you to obtain repair estimates. The network of repairers has been specially chosen by us to ensure a high standard of service and provide high quality repair work, with a five year warranty.

Replacement car to keep you mobile

If you have Comprehensive cover and as part of a valid claim your vehicle is being repaired by one of our network repairers following an accident, we will ask our nominated supplier to provide you with a car to keep you mobile while repairs are carried out.

When repairs are complete

The repairer will let you know when your vehicle can be collected or delivery arranged. If you have a replacement car this must be returned at the same time. When your vehicle is collected or returned to you, we have asked the repairer to collect from you, on our behalf, any applicable policy excess and/or contribution due.

If your vehicle is a total loss

If your vehicle is irreparable or damaged beyond economical repair it will be considered a total loss. Once this is determined we will immediately move your vehicle to a place of free storage, so please ensure that wherever possible all your personal effects are removed from your vehicle. You should note that all total loss vehicles are placed on an industry-wide register to guard against fraud and this information is shared between insurance companies.

Please remember that you are responsible for paying any excess that applies to your claim. The excess is the first amount of each claim you have to pay.

Before settlement is made you will need to provide us with:

- the vehicle registration document;
- the vehicle MOT test certificate;
- all sets of vehicle keys;
- the vehicle purchase receipt;
- details of any outstanding finance relating to the vehicle;
- any other documentation that you may wish us to take into account, such as the vehicle's servicing history.

You will be contacted to agree a valuation for your vehicle (we may require your vehicle to be inspected by an engineer) subject to deduction of any applicable policy excess and outstanding finance on your vehicle. Once you have accepted this amount and subject to all information and documentation being in order, we will issue you with a payment, and the vehicle will become our property.

Policy continuation following a total loss

We will not cancel your policy for a period of 30 days from the date of settlement of your total loss claim to allow you time to purchase a replacement vehicle to cover under this policy. If you have no vehicle to cover after this period your policy will be cancelled.

If your vehicle is stolen

If your vehicle is stolen and recovered with damage, it will either be repaired or a total loss payment made in the manner already described. If the vehicle is not recovered this will also be treated as a total loss. We may arrange for our representative to visit you to help us with our investigation of theft claims.

Cherished or personal plates

If your vehicle is stolen and not recovered or rendered a total loss, you should contact DVLA or DVANI at the earliest opportunity to make the necessary arrangements to transfer the plate to a replacement vehicle. Please note that failure to do so may result in you losing the right to retain the cherished or personal plate.

If a third party is involved

DO NOT ADMIT LIABILITY. Please obtain names, addresses and telephone numbers of those involved (e.g. drivers, passengers, pedestrians and witnesses). Please also obtain insurance details for any vehicles involved and offer your insurance details to anyone involved in the accident. Forward any third party correspondence to us unanswered. Do not attempt to deal with any claim yourself unless agreed by us.

Glass repair and replacement

If you have Comprehensive cover we will cover loss of or damage to your vehicle's windscreen, windows and glass sunroof (excluding panoramic glass roofs, which are covered under Part 1 of the 'Loss or damage' section of this policy) and any damage to the bodywork, which is caused by the broken glass. Call the Direct Choice Glass Line on **0800 096 3609**. If the glass is replaced by a glass repairer not previously approved by us, we will not pay more than £100 after deducting your excess. If you are abroad please call **+44 1303 757242**.

Glass damage can often be repaired if you act quickly and call the Direct Choice Glass Line as soon as possible. Simply produce your current Certificate of Insurance at the time of repair. No excess will apply and there will be nothing to

pay. If the glass is repaired by a glass repairer not previously approved by us, we will not pay the first £25 of each repair.

If the glass has to be replaced, the Direct Choice Glass Line will arrange a convenient time and location to replace your glass. You will need to produce your Certificate of Insurance and have to pay any excess that applies.

Please remember that you are responsible for paying any excess that applies to your claim. The excess is the amount of each claim you have to pay and you will need to pay this once the work has been carried out.

Your No Claim Discount and excesses

Glass claims (see Part 3 'Broken Glass' of the 'Loss or damage' section for full details and any exclusions), valid uninsured driver claims, vandalism claims, and claims where a full recovery of our costs has been made, will not affect your No Claim Discount. If your policy is due for renewal before it has been confirmed that the claim is a valid uninsured driver or vandalism claim, or that we will make full recovery of our costs, your No Claim Discount may be temporarily affected.

Once we have confirmed that the claim is a valid uninsured driver or vandalism claim, or that we will make full recovery of our costs, your No Claim Discount will be restored and any associated premium reduction will be backdated to the date the No Claim Discount was affected. We will also refund any excess paid as a result of an uninsured driver claim.

Helplines Please have your policy number to hand when calling.

	Customer service	Claims	Direct Choice Glass Line
	For questions about your policy	For new claims	For glass repair or replacement
From the UK	0800 088 888	0800 302 9797	0800 096 3609
From abroad	+44 1303 757471	+44 1303 757238	+44 1303 757242
Opening times	Monday to Friday 8.30am-7pm, Saturday 8.30am-3pm	24 hours a day, 7 days a week	24 hours a day, 7 days a week

If you have a hearing or speech impairment, you can contact us by e-mailing dda@directchoice.co.uk

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