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Insurance

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Car Insurance

YOUR POLICY BOOKLET

WELCOME TO YOUR ON LINE PRIVATE CAR INSURANCE POLICY

This is **your** Car Insurance Policy Booklet which provides everything **you** need to know about **your** cover and should be read in conjunction with **your** Car Insurance **schedule**. Please keep it in a safe place.

You will have also been provided with a **Statement** from **us** that shows the information **you** provided to **us** either over the phone or via the internet and is the basis on which **your** insurance cover has been arranged. **Should this information be incorrect or if you need to make any changes to your cover please call our Customer Services Team.**

Important Note - The Statement

The **Statement** containing information provided verbally, on an internet site or in writing by **you** or **your** agent upon which **your** premium was calculated is the basis of **your** contract with the **insurer**. **Your** attention is drawn to the importance of the accuracy of the information supplied on the **Statement**. If **you** agree that the information is correct, please sign and date the **Statement** and retain with **your** Policy.

If any information supplied is incorrect or missing, please contact us immediately but no later than seven days after receipt, so that a revised Statement may be issued.

The revised information may result in a change to the premium quoted and/or the terms that apply to the Policy. Any difference to the premium quoted will need to be paid for cover to continue.

If it is subsequently found that the information given on the Statement is incorrect then this may result in any claim under this Policy being refused and the Policy deemed never to have been of any effect.

AN ASSURANCE OF QUALITY AND FIRST CLASS SERVICE

Your Policy is arranged and administered by Heath Lambert Insurance Services. Because of this we are able to offer insurance through a carefully selected panel of **insurers** and Lloyds Underwriters to provide **you** with competitively priced quality products and services.

When **you** call **us** the quality of service that **you** will receive is assured.

YOUR CANCELLATION RIGHTS

You have a period to decide whether **you** wish to continue with the full Policy, provided **you** have not made a total loss claim. **You** must notify **us** no later than 14 days after this contract is purchased or no later than 14 days after **you** receive **your** Policy documents, whichever is the later. This is subject to certain terms including a minimum time on risk charge that will be calculated on a pro-rata basis for the period in which **you** received cover and will include an additional charge to cover the administrative cost of providing the Policy. If **you** do not exercise **your** right to cancel **your** Policy, it will continue in force for the term of the Policy and **you** will be required to pay the premium stated. Any return of premium shall be subject to the return to **us** of any **Certificate of Motor Insurance** or any other requested document.

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DEFINITIONS

To save lengthy repetition, wherever the following words or phrases occur they will always have the precise meaning described below. These definitions do not apply to **Section Fourteen-Motor Legal Protection**.

audio system(s)	Radio, cassette player, disc player or similar apparatus and accessories or component parts.
Certificate of Motor Insurance	Documentary evidence that you have the motor insurance necessary to comply with the law.
endorsement	A change in the terms of insurance that replaces, or is in addition to, the standard insurance wording and is printed on, or issued with, the schedule .
excess/excesses	The first amount you have to pay towards a claim under this Policy.
market value	The cost of replacing your vehicle with a vehicle of the same make, model, specification, mileage and age, and which is in the same condition as your vehicle was immediately before the loss or damage you are claiming for.
period of insurance	The length of time covered by this insurance, as shown on the schedule .
schedule	The document showing details of the risk the insurer is insuring.
Statement	The document containing information provided by you or your agent, upon which your premium was calculated and is the basis of your contract with the insurer .
territorial limits	UK .
the insurer/the underwriter/they	The insurer/the underwriter stated on the Certificate of Motor Insurance and the schedule .
UK	England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.
we/us/our	Heath Lambert Insurance Services.
you/your	The person named on the schedule and the Certificate of Motor Insurance as the policyholder or insured.
your vehicle	Any motor vehicle including its spare parts, fitted accessories and audio system(s) for which we have issued the Certificate of Motor Insurance showing your vehicle's registration number.

COVER

Your most recent **schedule** shows what type of cover applies. Depending upon the cover provided, the following sections apply (unless stated otherwise on the **schedule**).

If **your** cover is:

- **Comprehensive**
All sections of this Policy apply.
- **Third Party Fire and Theft**
Section One (parts B, C, E, F and G only), and Sections Two, Seven, Nine, Ten, Eleven, Twelve, Thirteen and Fourteen of this Policy apply.
- **Third Party Only**
Sections Two, Seven, Nine, Ten, Eleven, Twelve, Thirteen and Fourteen of this Policy apply.

Any **endorsements** that apply are printed on, or issued with, the **schedule**.

USE

The insurance only covers **your vehicle** if it is being used in the way specified on the **Certificate of Motor Insurance**.

The following are some examples of uses that are not covered:

- Use on any motor sport circuit, racing, pace making or being used in any contest or speed trial or any rigorous reliability testing on **your vehicle** (apart from road safety rallies and treasure hunts).
- Any purpose connected with the motor trade, unless this use is described on the **Certificate of Motor Insurance**.
- Hiring out **your vehicle** in return for a sum of money.
- Carrying and transporting passengers or goods for a sum of money unless a non profit mileage allowance is paid to **you**.
- **Your vehicle** being driven, with **your** permission, by any person who **you** know has never held or does not hold a valid driving licence or whom **you** know to be disqualified from driving or obtaining a licence or who is not allowed by the **Certificate of Motor Insurance** or by an **endorsement**, exception or condition to drive **your vehicle**.

SECTION ONE - LOSS OF OR DAMAGE TO YOUR VEHICLE

This section only applies to **your vehicle**.

PART A - DAMAGE TO YOUR VEHICLE

What is Covered

If **your vehicle** is accidentally or maliciously damaged, **the insurer** will at their option:

- Repair the damage, or
- Replace what is damaged, or
- Pay **you** the cost of the damage.

If repairs are made to **your vehicle** suitable parts may be used that are not supplied by the original manufacturer.

Your spare parts will also be covered up to their value, but not exceeding £250 in total, if they are damaged, whilst kept in **your** locked private garage.

What is Not Covered

- The amount of **excess** shown on the **schedule** for accidental or malicious damage.
- Any amount for **your vehicle's audio system(s)** greater than £500, less the **excess** shown on the **schedule**, unless fitted by the vehicle manufacturer as original equipment in accordance with their standard specification for **your vehicle**.

PART B - FIRE & THEFT DAMAGE

What is Covered

If **your vehicle** is stolen, or damaged as a result of theft, attempted theft or fire **the insurer** will at their option:

- Repair the damage, or
- Replace what is lost or damaged, or
- Pay **you** the cost of the damage.

If repairs are made to **your vehicle** suitable parts may be used that are not supplied by the original manufacturer.

Your spare parts will also be covered up to their value, but not exceeding £250 in total, if they are stolen, or damaged by fire whilst kept in **your** locked private garage.

What is Not Covered

- The amount of **excess** shown on the **schedule** for fire or theft damage.

PART C - VEHICLE AUDIO COVER

What is Covered

- **Your vehicle's audio system(s)** if stolen or damaged as a result of theft or attempted theft.

What is Not Covered

- Where cover is Comprehensive, any amount greater than £500, less the **excess** shown on the **schedule**, unless fitted by the vehicle manufacturer as original equipment in accordance with their standard specification for **your vehicle**.
- Where cover is Third Party Fire and Theft, any amount greater than £200, less the **excess** shown on the **schedule**, unless fitted by the vehicle manufacturer as original equipment in accordance with their standard specification for **your vehicle**.
- The amount of **excess** shown on the **schedule** for theft damage.

PART D - NEW VEHICLE REPLACEMENT

The insurer will, at their option, replace **your vehicle** with a new one of the same make and specification, subject to availability, if within 12 months of purchase new by **you** or **your** spouse any repair cost or damage covered by **your** Policy exceeds 60% of its list price, including car tax and VAT, at the time of the purchase, or if **your vehicle** is stolen and not recovered.

Replacement is subject to:

- **Your vehicle** having been purchased as new and being owned by **you** or **your** spouse or having been purchased as new by either **you** or **your** spouse under a hire purchase agreement.
- The agreement of any interested hire purchase company.
- **You** or **your** spouse being the first and only registered keeper of **your vehicle**.
- The original vehicle becoming the property of **the insurer**.
- The recorded mileage of **your vehicle** not having exceeded 10,000 miles at the time of the loss or damage.

If a suitable replacement vehicle is not available then the most **the insurer** will pay is the **market value** of **your vehicle** at the time of the loss or damage, or the last value advised to **us**, whichever is less.

What is Not Covered

- Any vehicle the subject of any type of leasing or contract hire agreement is not eligible for replacement.
- The amount of **excess** shown on the **schedule**.

PART E - OWNERSHIP

If this insurance has been accepted on the basis that **your vehicle** belongs to someone else or if **you** are paying for **your vehicle** under a hire purchase or leasing agreement **the insurer** will normally make any cash payment following a claim to the legal owner. **The insurer** will accept the owner's receipt as settling the claim in full.

PART F - RECOVERY AND DELIVERY

If **you** are unable to use **your vehicle** because of loss or damage covered by this Policy then **the insurer** will pay the reasonable cost of protecting **your vehicle** and moving it to the nearest competent repairer. Providing **the insurer** has given written consent **they** will pay the reasonable cost of returning **your vehicle** to the address shown on the **schedule**.

The insurer may arrange for **your vehicle** to go to a repairer of their choice if **they** cannot reach an agreement with the repairer over costs.

PART G - WHAT IS NOT COVERED

The insurer will not pay:

- Any more than the **market value** of **your vehicle** at the time of the loss or damage or the last value advised to **us**, whichever is less, in the event of **your vehicle** being stolen and not recovered, or damaged beyond economical repair, unless **Section One - Loss of or Damage to Your Vehicle**, Part D applies.
- For wear or tear.
- For mechanical, electrical, electronic or computer breakdowns, failures, faults or breakages.
- For damage to tyres caused by braking, punctures, cuts or bursts.
- For damage to or loss of **your vehicle** through deception by someone pretending to be a buyer, seller or that person's agent.
- For loss or damage to telephones, two-way radios, electronic navigation aids or any similar equipment, unless permanently fitted in **your vehicle**.
- For loss of value.
- Compensation for **you** not being able to use **your vehicle**, or any delay where **the insurer** has to get new parts and/or accessories and they are unavailable.
- For repairs or replacements that improve **your vehicle** beyond its condition before the loss or damage took place.
- For loss or damage caused by theft or attempted theft unless all the doors, windows and other openings are closed and locked, **your vehicle's** keys and any other door or ignition unlocking device such as electronic fobs or cards are removed, and **your vehicle's** electronic or mechanical security devices are set.
- For loss or damage if **your vehicle** is taken or driven without **your** permission by **your** employee, or by a member of **your** family or **your** household or by any friend or acquaintance.
- The amount of **excess** shown on the **schedule**.
- For damage due to liquid freezing in the cooling system, unless **you** have taken reasonable precautions as laid down by the vehicle manufacturer's instructions.
- For loss or damage relating to carriage of substances for which a police licence is required.
- For any damage caused deliberately by **you** or any person insured under this Policy.
- For loss resulting from the repossession of **your vehicle** and returning it to its rightful owner.

PART H - YOUNG OR INEXPERIENCED DRIVER EXCESSES

These **excesses** apply when **your vehicle** is being driven by or is in the charge of any person who is under 25, or who is aged 25 or over and who has not held a full **UK** driving licence for at least 12 months. These **excesses** apply in addition to any other **excess** shown on the **schedule** and all **excesses** are cumulative.

You will be responsible for the amount of **excess** shown on the **schedule** if **your vehicle** is damaged as a result of an accident, whether fault or not.

SECTION TWO - LIABILITY TO THIRD PARTIES

Cover Provided For You

This Policy covers **you** for amounts which **you** become legally liable to pay due to the death of or injury to third parties, or damage to their property as a result of an accident involving **your vehicle**, including any trailer, caravan or disabled mechanically propelled vehicle allowed by law that is attached to **your vehicle**.

This Policy may also cover **you** for liability to others whilst driving in the **UK**, with the owner's permission, any other vehicle that the **Certificate of Motor Insurance** allows **you** to drive. For the purposes of this Policy this cover is known as *The Driving Other Cars Extension*. This cover only applies if **you** still own **your vehicle** (or if **you** are still its main driver and **you** told **us** that someone else owns **your vehicle** when **you** insured it with **the insurer**). This cover does not apply if the other vehicle **you** are driving is owned by or hired, rented or leased to **you**, **your** business partner or **your** employer or is being kept or used in connection with **your** or **your** employer's business.

This cover only applies when:

- The vehicle is being driven in the **UK**.
- **You** are not covered to drive the vehicle by any other policy.
- The vehicle is being driven by **you**.
- The vehicle is being driven with the owner's permission.
- **Your vehicle** is in **your** possession and has not been damaged beyond economical repair or has not been stolen and not recovered.
- This cover is shown on the **Certificate of Motor Insurance**.
- This Policy is in the name of an individual.

Cover Provided For Other People

The insurer will give the following people the same insurance cover given to **you** except for the cover known for the purposes of this Policy as *The Driving Other Cars Extension*.

- Any person allowed by the **Certificate of Motor Insurance** to drive **your vehicle** as long as they have a valid driving licence and have not been disqualified from driving or obtaining a licence and have not been excluded by an **endorsement**, exception or condition.
- Any person **you** give permission to use (but not drive) **your vehicle**, but only whilst using it for social domestic and pleasure purposes.
- Any person who is travelling in, or getting into or out of **your vehicle**.
- **Your** employer or business partner whilst **your vehicle** is being used for business purposes, unless **your vehicle** is owned by or hired, rented or leased to them, and provided that the **Certificate of Motor Insurance** allows such business use.
- The legal personal representative of anyone insured under this section if that person dies.

Legal Fees and Expenses

If **the insurer** gives **you** written permission beforehand, **they** will pay:

- Solicitor's costs to represent or defend any insured person at any coroner's inquest, fatal accident inquiry or court of summary jurisdiction.
- The reasonable costs of legal services to defend an insured person against a charge of manslaughter or causing death by dangerous or reckless driving.

Emergency Medical Treatment

The insurer will pay any emergency medical treatment fees required by the Road Traffic Acts.

If the only claim made is under this part of Section Two then **your** no claim discount will not be affected.

What is Not Covered

- Any person who is insured under any other policy.
- Death of or bodily injury to the driver of **your vehicle**.
- Liability for loss of or damage to property which belongs to or is in the custody or control of **you** or any person who is covered under this Policy and who is driving or using **your vehicle**.
- Death of or injury to any person arising out of or in the course of employment by anyone covered under this Policy except as required by the Road Traffic Acts.
- Loss or damage to **your vehicle** including any trailer, caravan or disabled mechanically propelled vehicle allowed by law that is attached to **your vehicle**.
- Liability for injury or damage to property as a direct or indirect consequence of assault or alleged assault or any deliberate, wilful or malicious act, unless **the insurer** has to provide cover to meet the requirements of the Road Traffic Acts.
- Loss or damage caused whilst **your vehicle** is being driven, with **your** permission, by any person who **you** know has never held or does not hold a valid driving licence or whom **you** know to be disqualified from driving or obtaining a licence or who is not allowed by the **Certificate of Motor Insurance** or by an **endorsement**, exception or condition to drive **your vehicle**.
- Any exclusion(s) shown on the **schedule** or on an attached **endorsement**.
- Loss, damage, injury, death or any other cost or expense directly or indirectly caused by, resulting from or in connection with any acts of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss or any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism except as is necessary to meet the requirements of any compulsory legislation in force within any country where this policy provides cover. For the purposes of this Policy terrorism means an act including, but not limited to, the preparation of, use of or the threat of any force, violence or life-threatening act by any person or group of persons acting alone or on behalf of or in connection with any organisation or government, which appears to be intended to or from its nature and context is done in connection with political, religious, ideological or similar purpose, including the intention to influence, intimidate or coerce any government or put the public or any section of the public in fear or appears to be intended to disrupt any segment of the economy, or any act deemed by the government to be an act of terrorism.
- Liability for any sum in excess of £15,000,000 unless such higher sum may be required by the compulsory motor insurance legislation in the country in which the insured event occurs for any one claim or series of claims arising from any one event causing loss of or damage to property; and liability for any sum in excess of £5,000,000 for legal costs and other expenses for any one claim or series of claims arising from any one event causing loss of or damage to property.
- The maximum payable inclusive of costs and expenses from property damage if the vehicle is a van or commercial vehicle, is £5,000,000 for any one claim or series of claims arising out of one incident.
- Any liability for loss or damage relating to carriage of substances for which a police licence is required.

SECTION THREE - WINDSCREEN DAMAGE

What is Covered

- Cost of repairs to **your vehicle's** windscreen or windows, if they are accidentally damaged.
- Cost of replacement of **your vehicle's** windscreen or windows, if they are accidentally damaged and cannot be repaired.
- Cost of repairs to any scratching of **your vehicle's** bodywork caused solely by the accidental breakage of the windscreen or windows.

If the repair or replacement is carried out by RAC Auto Windscreens **you** will have unlimited cover less the **excess** shown on the **schedule**.

If the repair or replacement is carried out by any other repairer the amount **the insurer** will pay will be limited to £100, less the **excess** shown on the **schedule**.

If the only claim made is under this section then **your** no claim discount will not be affected.

What is Not Covered

- The **excess** shown for this section on the **schedule** unless the damage is repaired and not replaced.
- Damage to a sunroof, or any glass other than the windscreen or windows.
- Additional charges for non-emergency work completed outside normal working hours.

SECTION FOUR - PERSONAL INJURY BENEFIT

What is Covered

If **you** or **your** spouse are accidentally injured while travelling in, or getting into or out of **your vehicle**, and this injury alone, within three calendar months, results in:

- Death;
- Permanent and total loss of sight in one or both eyes;
- The loss of a hand or a foot by physical severance at or above the wrist or ankle:

The insurer will pay the injured person or their legal representative £2500. **They** will only pay one benefit for death or injury to any person for any one incident in any one **period of insurance**. If **you** or **your** spouse has any other policy with **the insurer**, **they** will only pay out under one policy.

What is Not Covered

The insurer will not provide cover:

- For any person aged 70 years or over.
- For any intentional self-injury, suicide or attempted suicide.
- For any person driving whilst under the influence of alcohol or drugs at the time of the incident.
- If this Policy is in the name of a company or firm.
- Death of or injury to any person not wearing a seat belt when they have to by law.
- For death or bodily injury caused by disease, physical sickness or disability.
- Any amount over £2500 per person in any one **period of insurance**.

SECTION FIVE - MEDICAL EXPENSES

If **you** or any of **your** passengers are injured in an accident involving **your vehicle** then **the insurer** will pay medical expenses of up to £250 for each injured person. If the only claim made is under this section then **your** no claim discount will not be affected.

SECTION SIX - PERSONAL BELONGINGS

What is Covered

The insurer will pay **you**, or, at **your** request, the owner up to £100 for loss of or damage to personal belongings in or on **your vehicle**, caused by fire, theft, attempted theft or a motor accident.

What is Not Covered

You are not covered for the following:

- Money, stamps, tickets, documents, securities, credit/debit cards, vouchers, jewellery or furs.
- Goods, tools, supplies or samples used in connection with any trade or business.
- Telephones, two-way radios or any similar equipment.
- **Your vehicle's audio system(s)**, cassettes, tapes, records or compact discs.
- Theft of personal belongings while no-one is in **your vehicle** unless all the doors, windows and other openings are closed and locked, **your vehicle's** keys and any other door or ignition unlocking device such as electronic fobs or cards are removed, and **your vehicle's** electronic or mechanical security devices are set.
- Personal belongings insured by any other policy.
- Damage caused by wear and tear, deterioration, moths or other insects.

SECTION SEVEN - FOREIGN TRAVEL

Compulsory Insurance Requirements

In compliance with European Union (E.U.) directives this insurance provides the minimum cover **you** need by law to enable **you** to drive **your vehicle** in:

- Any country that is a member of the E.U.
- Any country that the Commission of the European Communities is satisfied has made arrangements to meet the requirements relating to civil liabilities arising from the use of a motor vehicle.

The countries where this applies are:

Andorra, Austria, Belgium, Croatia, Cyprus (Greek part only), Denmark, Estonia, Finland, France (including Monaco and Corsica), Germany, Gibraltar, Greece, Hungary, Iceland, Italy (including San Marino and the Vatican City), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Norway, Poland, Portugal (including Madeira and Azores), Slovakia, Slovenia, Spain (including the Canary Islands, Balearics, Ceuta and Mellila), Sweden, Switzerland, the Czech Republic, the Netherlands and the Republic of Ireland.

In addition to this minimum cover, this Policy provides the cover shown on the **schedule** in any country listed above for up to 90 days in any one **period of insurance** provided that:

- **Your** permanent home is in the **UK**.
- **Your** visits to countries outside of the **UK** are of a temporary nature.
- **Your vehicle** is taxed and registered in the **UK**.

Cover includes

- Transit between countries listed above by air, rail or by recognised sea routes which take less than 65 hours.
- Reimbursement of any customs duty **you** have to pay after temporarily importing **your vehicle** into any of the countries listed above, subject to **your** liability arising as a direct result of a claim covered under this Policy.
- General Average contributions, Salvage charges and Sue and Labour charges whilst **your vehicle** is being transported by sea between any countries listed above, provided that **your vehicle** is covered for loss or damage under this Policy and subject to a maximum payment of the **market value** of **your vehicle** at the time of the loss or damage, or the last value advised to **us**, whichever is less.

If You Take Your Vehicle Abroad

All countries listed above, with the exception of Andorra and Gibraltar, have agreed that an international motor insurance certificate (Green Card) is no longer necessary for cross border travel. **Your** Policy, the **schedule** and the **Certificate of Motor Insurance** should therefore provide sufficient evidence that **you** are complying with the laws relating to compulsory motor insurance in any of these countries that **you** visit. If **you** require cover in Andorra or Gibraltar please contact **us** to request a Green Card, giving **us** at least 14 days notice. An additional charge and/or additional terms may be made for this.

There is no cover for countries outside those listed above although if **you** give **us** at least 14 days notice **the insurer** may extend **your** Policy to include countries to be visited by **you** if they are acceptable to **the insurer**. An additional charge and/or additional terms may be made for this.

SECTION EIGHT - SERVICE OR REPAIR

Loss of or damage to **your vehicle** (as specified in **Section One- Loss of or Damage To Your Vehicle**, Part A) will still be covered whilst it is in the custody or control of the motor trade for service, repair, maintenance or testing unless any other insurance applies. In these circumstances any restriction of use or driving shown on the **Certificate of Motor Insurance** will be ignored in respect of claims under **Section One- Loss of or Damage To Your Vehicle**.

SECTION NINE - VEHICLE SHARING

Your Policy also covers **your vehicle** when **you** are receiving a payment for carrying passengers for social purposes as long as:

- **Your vehicle** cannot carry more than 8 people including the driver.
- **You** are not carrying passengers as part of a business of carrying passengers.
- The total payment **you** receive for the journey does not involve any profit.

SECTION TEN - NO CLAIM DISCOUNT

If no claim arises under **your** Policy during the **period of insurance**, the next renewal premium will be reduced in accordance with **the insurer's** current no claim discount scale.

Your no claim discount will not be reduced as a result of any claim that:

- Is made only under **Section Two - Liability to Third Parties**, Emergency Medical Treatment.
- Is made only under **Section Three - Windscreen Cover**.
- Is made only under **Section Five - Medical Expenses**.
- Results in **the insurer** being able to recover in full any payments **they** make.

Any claim, other than those listed above, made in any **period of insurance** will result in a reduced level of discount from the next renewal date in accordance with **our** current step-back scale below.

Current NCD (Years)	Next Renewal (Years) After 1 Claim	Next Renewal (Years) After 2 Claims	Next Renewal (Years) After 3 + Claims
1	0	0	0
2	0	0	0
3	1	0	0
4	2	0	0
5+	3	1	0

SECTION ELEVEN - GENERAL EXCEPTIONS

These general exceptions apply to the whole Policy, apart from **Section Fourteen - Motor Legal Protection**.

What is Not Covered:

1. Driving and Use

When any vehicle covered by this Policy is:

- Being used for purposes that are not specified on the **Certificate of Motor Insurance** other than when cover is provided by **Section Eight - Service or Repair**.
- Being driven by or is in the charge of any person who is not covered by the **Certificate of Motor Insurance** other than when cover is being provided by **Section Eight - Service or Repair**.
- **Your vehicle** being driven, with your permission, by any person who **you** know has never held or does not hold a valid driving licence or whom **you** know to be disqualified from driving or obtaining a licence or who is not allowed by the **Certificate of Motor Insurance** or by an **endorsement**, exception or condition to drive **your vehicle**.
- Being driven by any person outside the provision of their licence.
- In an unsafe or unroadworthy condition or does not hold a valid MOT certificate where required.
- Being driven with a load or number of passengers that is unsafe.
- Being used on any motor sport circuit, for hiring, racing, pace making, speed testing, rallies, trials or competitions.
- Being used in or on restricted areas of an aerodrome, airport, airfield or military base. **The insurer** will not pay for any claim involving an aircraft within the boundary of the aerodrome, airport, airfield or military base.

2. Liability Which Results From an Agreement

This Policy does not cover any liability **you** or anyone else seeking indemnity under this Policy has accepted as a result of an agreement or contract unless **you** / they would have that liability anyway.

3. Earthquakes and War Risks

Any accident, injury, loss or damage arising during or in consequence of riot or civil commotion (if it happens outside England, Scotland, Wales, the Isle of Man or the Channel Islands except under **Section Two - Liability to Third Parties**), earthquake, war, invasion, act of foreign enemy hostilities (whether war be declared or not), civil war, rebellion, revolution or military insurrection or usurped power except as required under the Road Traffic Acts.

4. Radioactive Contamination and Sonic Bangs

Damage to any property or any resulting loss or expense or any other loss connected to the event you are claiming for, unless we provide cover under this insurance policy as set out within this policy wording, or any legal liability directly or indirectly caused by, contributing to or arising from::

- Ionising radiations or contamination by radioactivity from any 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 such assembly.
- Any pressure waves created by aircraft or other aerial devices travelling at or beyond the speed of sound.

5. **Pollution or Contamination**

The insurer does not cover loss or damage caused by pollution or contamination, unless the pollution or contamination is the direct result of a single incident that happens during the **period of insurance**. To qualify for cover, the incident must be sudden, identifiable, unintended and unexpected. All pollution caused by one incident will be considered to have happened at the time the incident took place. This exception does not apply if **the insurer** must meet the requirements of any compulsory motor insurance legislation operative in any country where this Policy provides cover.

6. **Terrorism**

Any liability for loss, damage, injury, death or any other cost or expense directly or indirectly caused by, resulting from or in connection with any acts of terrorism (except under **Section Two - Liability to Third Parties**) regardless of any other cause or event contributing concurrently or in any other sequence to the loss or any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism except as is necessary to meet the requirements of any compulsory legislation in force in any country where this policy provides cover. For the purposes of this Policy terrorism means an act including, but not limited to, the preparation of, use of or the threat of any force, violence or life-threatening act by any person or group of persons acting alone or on behalf of or in connection with any organisation or government, which appears to be intended to or from its nature and context is done in connection with political, religious, ideological or similar purpose, including the intention to influence, intimidate or coerce any government or put the public or any section of the public in fear or appears to be intended to disrupt any segment of the economy, or any act deemed by the government to be an act of terrorism.

7. **Other Insurance**

Any liability, loss or damage that is covered by any other insurance.

SECTION TWELVE - GENERAL CONDITIONS

These general conditions apply to the whole Policy, apart from **Section Fourteen - Motor Legal Protection**.

You must comply with the following conditions to have the full protection of **your** Policy. If **you** do not comply with them **the insurer** has the option to cancel **your** Policy and/or refuse to deal with **your** claim and/or reduce the amount of any claim payment.

PART A - CLAIMS (PLEASE ALSO REFER TO PAGES 29 AND 30)

- If there is an incident whether it will result in a claim or not then **you** or **your** legal representative must inform **us** as soon as possible giving full details.
- **You** must fully complete a claim form (where applicable) and if **you** fail to do this then **the insurer** does not have to deal with **your** claim.
- If **your vehicle** has been stolen and not recovered, broken into or has been subjected to attempted theft, then **the insurer** will not make any payment until they have received a crime reference number and, where applicable, a theft report form.
- Should **your vehicle** be found before **you** receive **the insurer's** payment, then any offer that **the insurer** may have made is withdrawn.
- **You** must not negotiate, admit liability or make any promise of payment without **the insurer's** written agreement.
- If **you** receive any letter, writ, summons, process or any notice of inquest, fatal injury or prosecution then **you** must send this immediately to **the insurer**, unanswered.
- **You** and any person insured by this Policy must give **us** all the information and assistance that **we** require.
- **The insurer** will be entitled to take over the conduct of any claim under this Policy and assume for their benefit the rights of any person claiming under this Policy, whether or not **they** have made any payment under the Policy.
- If **the insurer** is required by the law of any country to make a payment for which **they** would not otherwise be liable then **you** must reimburse **the insurer** for any outlay that **they** have made on **your** behalf.
- If it is found that the information given on the **Statement** is incorrect then this may result in any claim under this Policy being refused and the Policy deemed never to have been of any effect.

PART B - REPAIRS TO YOUR VEHICLE

If **your vehicle** is damaged and the damage is covered by this Policy then it can be repaired by either of the following two methods:

Approved Repairer Scheme

We will provide **you** with full details of this scheme. It will provide **you** with a courtesy car (subject to availability) and assist **you** in getting **your vehicle** repaired and back on the road with the minimum of fuss and delay. This service applies to the **UK** only.

Non Approved Repairers

Repairs will only commence when:

- **The insurer** has received **your** completed claim form (where applicable).
- **You** have provided two repair estimates (where applicable).
- An engineer has viewed the damage to **your vehicle** (where applicable) and estimated costs have been approved.

PART C - CANCELLATION OF THIS POLICY - GENERAL CANCELLATIONS

1. **We** or **the insurer** may cancel this Policy by writing to **you** at **your** last known address (and in the case of Northern Ireland to The Department of Environment for Northern Ireland) and confirming in **our/the insurer's** letter that all cover will end 7 days after the date on the letter. **You** must return the **Certificate of Motor Insurance** to **us** immediately. A refund based on pro-rata rates, less an administration fee, will be payable by **the insurer** for any remaining **period of insurance**.
2. **You** may cancel this Policy by giving **us** written notice and returning the **Certificate of Motor Insurance**. A refund based on **our** short-period rates shown over the page, less an administration fee, will be given for any remaining **period of insurance**. If the amount due when **you** cancel **your** Policy is more than the amount **you** have paid, **you** must pay the difference. Any refund due from **the insurer** will be calculated from the date that **we** receive the **Certificate of Motor Insurance**.
3. If **you** chose to pay through **our** monthly instalment scheme and fail to make a payment when due, **we** will consider this to be notice that **you** want to cancel **your** Policy. **You** must then return the **Certificate of Motor Insurance** to **us** immediately.

A refund will not be allowed if:

- A claim is made during the **period of insurance**.
- The premium is being paid by monthly instalments.

The following scale shows how the charges are calculated and all cancellations are subject to an administration charge.

Expired period of insurance	Percentage of refund
Up to 2 months	80%
3 months	70%
4 months	60%
5 months	50%
6 months	40%
7 months	30%
8 months	20%
Over 8 months	Nil Refund

PART C - CANCELLATION OF THIS POLICY - COOLING OFF PERIOD

You have a reflection period to decide whether **you** wish to continue with the full Policy, provided **you** have not made a total loss claim. **You** must notify **us** no later than 14 days after this contract is purchased or no later than 14 days after **you** receive **your** Policy documents, whichever is the later. This is subject to certain terms including a minimum time on risk charge that will be calculated on a pro-rata basis for the period in which **you** received cover and will include an additional charge to cover the administrative cost of providing the Policy. If **you** do not exercise **your** right to cancel **your** Policy, it will continue in force for the term of the Policy and **you** will be required to pay the premium stated. Any return of premium shall be subject to the return to **us** of any **Certificate of Motor Insurance** or any other requested document.

PART D - INSTALMENTS

- If **you** chose to pay through **our** monthly instalment scheme and fail to make a payment when due, **we** will consider this to be notice that **you** want to cancel **your** Policy. **You** must then return the **Certificate of Motor Insurance** to **us** immediately.
- Where a claim has been notified, **you** must continue with the instalment payments throughout the remaining **period of insurance** or settle the premium in full.
- **We** or **the insurer** may at **our/the insurer's** option deduct any outstanding instalments from any claim settlement.
- Where the Policy has been suspended, **you** must continue with instalment payments throughout the remaining **period of insurance**.
- **Your** obligation to repay the whole of the monthly instalments is not affected by any changes to **your** Policy, made by **you** or by **the insurer**, nor by the insolvency or threatened insolvency of **you** or **the insurer**.

PART E - OTHER INSURANCE

If any loss, damage or liability covered by this Policy is also covered by any other insurance **the insurer** will only pay their share towards the claim.

PART F - LOOKING AFTER YOUR VEHICLE

You must:

- Make sure **your vehicle** and any trailer, caravan or disabled mechanically propelled vehicle allowed by law that is attached to **your vehicle** is safe and roadworthy and holds a valid MOT certificate where required.
- Take all reasonable steps, such as locking doors and windows and activating any security devices, to protect **your vehicle** and its contents from loss and/or damage.
- Allow **the insurer** to examine **your vehicle** and any trailer, caravan or disabled mechanically propelled vehicle allowed by law that is attached to **your vehicle** at any reasonable time **they** ask.

PART G - FRAUDULENT CLAIMS AND/OR APPLICATIONS FOR INSURANCE

If **you** or anyone acting on **your** behalf knowingly makes any claim that is false or in anyway fraudulent or exaggerated then **the insurer** will not pay any part of the claim and any money already paid must be refunded. All cover provided and premium paid will be forfeited.

The insurer will not pay benefits or arrange help if any aspect of **your** application for this Policy, or any subsequent changes requested by **you** to this Policy are deliberately fraudulent. Some examples are deliberately:

- Not telling **us** about motoring or criminal convictions.
- Not telling **us** about previous accidents, claims, losses or thefts.
- Not telling **us** about modifications to **your vehicle**.
- Giving **us** false information about who is the registered keeper of **your vehicle**.
- Giving **us** false information about who is the owner of **your vehicle**.
- Giving **us** false information about who is the main user of **your vehicle**.
- Giving **us** false information about the true number of vehicles in **your** household.

This is not a full list.

PART H - CHANGES IN CIRCUMSTANCES

You must tell **us** immediately about any changes that affect **your** Policy and which have occurred since this Policy started or was last renewed. If **you** are not sure whether certain facts are relevant then **you** should contact our Customer Services Department for assistance. If **you** fail to inform **us** about relevant changes then **your** Policy may not cover **you** fully or at all. If **you** make any alteration to this Policy **we** will notify **you** of any changes to terms, conditions or of any additional or return premium due and may apply an administration fee. **You** must pay any additional premium for cover to continue.

Please note - **you** cannot transfer this Policy to anyone else.

Here are some examples of changes **you** should tell **us** about:

- Change of **your vehicle** or any additional vehicle.
- Change of address (including details of where **your vehicle** is parked overnight).
- Change of occupation by **you** or any other driver. This includes getting part time work or having no work.
- Change in the purpose for which **your vehicle** is used.
- Any mechanical, structural or cosmetic changes **you** or anyone else makes to **your vehicle**.
- Any additional driver **you** want to be covered.
- Details of any offences that any person allowed to drive has been charged with or convicted of (including fixed penalty offences).
- Details of any person who is allowed to drive **your vehicle** and who now suffers from any illness or physical condition that must be notified to the DVLA.
- Details of any accidents, claims, losses or thefts involving any person allowed to drive, whether they happen in **your vehicle** or any other vehicle.
- Change in the main user of **your vehicle**.
- Change in the registered keeper or legal owner of **your vehicle**.

This is not a full list.

PART I - OBSERVANCE OF TERMS AND CONDITIONS

The insurer will only provide the cover described in this Policy if anyone claiming protection has met all the terms and conditions.

SECTION THIRTEEN - SUSPENSION OF COVER

If, for any reason, except for loss or damage that is covered by this Policy, **your vehicle** will be out of use for more than 28 consecutive days, or if **you** sell or dispose of **your vehicle**, **the insurer** may allow you to suspend this Policy. If this is allowed and **you** want to suspend this Policy **you** must return the **Certificate of Motor Insurance** to **us**. The Policy will be suspended from the day **we** receive the **Certificate of Motor Insurance**. **You** must also continue to pay any monthly instalment payments throughout the remaining **period of insurance**.

A rebate equivalent to 75% of the premium for the period the Policy is suspended will be allowed against the next renewal premium, or any new motor policy effected with **us**.

If **your vehicle** is kept in a locked garage for the period of suspension, and **you** have requested cover at the time **you** requested suspension of **your** Policy, **the insurer** will still cover **you** against loss or damage (**Section One - Loss of or Damage to Your Vehicle**, Part B) providing **your** Policy covered these events before cover was suspended.

ENDORSEMENTS

- An **endorsement** only applies if it is printed on, or issued with, the **schedule**.
- If an **endorsement** number on the **schedule** has an amount after it, the **endorsement** will be limited to the amount shown.
- **Endorsements** are in addition to any other terms, conditions or **excesses** within this Policy.

ENDORSEMENT NUMBER 1 - PROTECTED NO CLAIM DISCOUNT

The **insurer** will not reduce **your** no claim discount if no more than two claims arise in any five consecutive years. If two claims arise in any five consecutive years the **insurer** will not reduce **your** no claim discount but this **endorsement** will no longer apply. If three or more claims arise in any five consecutive years the **insurer** will reduce **your** no claim discount in line with the scale below and this **endorsement** will no longer apply.

Current NCD (Years)	Next Renewal (Years) After 3 Claims	Next Renewal (Years) After 4 Claims	Next Renewal (Years) After 5 + Claims
1	0	0	0
2	0	0	0
3	1	0	0
4	2	0	0
5+	3	1	0

ENDORSEMENT NUMBER 2 - LIMITED MILEAGE

The **insurer** has reduced **your** premium because **you** have agreed that **your vehicle** will not exceed the number of miles shown against this **endorsement** on the **schedule** during the **period of insurance**.

If **your vehicle** exceeds the number of miles, **you** will have to pay the additional **excess** for any claim made under **Section One - Loss of or Damage to Your Vehicle**, Parts A, B and C of this Policy, as shown in the table below.

Mileage limit exceeded by up to 1,000 miles	Mileage limit exceeded by more than 1,000 miles
Additional £250 excess	Additional £450 excess

This **excess** applies in addition to any other **excess**.

ENDORSEMENT NUMBER 3 - WARRANTED IMMOBILISER AND OR TRACKER REQUIRED

The insurer will not provide any cover under **Section One - Loss of or Damage to Your Vehicle**, Part B of this Policy unless:

- It is fitted with the approved immobiliser or immobiliser alarm and/or tracking device as stated beside this **endorsement**.
- The immobiliser or immobiliser alarm and/or tracking device is operative whenever **your vehicle** is left.
- Proof is provided at the time of a claim that **you** have had fitted the immobiliser or immobiliser alarm and/or tracking device that **you** specified to **us** at the commencement of cover.

ENDORSEMENT NUMBER 4 - ALARM/IMMOBILISER/TRACKER DISCOUNT

The insurer has reduced **your** premium because **you** have advised **us** that **you** have the alarm/immobiliser/tracker as stated against this **endorsement** fitted to **your vehicle**. Proof is required at the time of a claim that **you** have had fitted the alarm/immobiliser/tracker that **you** specified to **us** at the commencement of cover, otherwise an additional premium will be imposed.

ENDORSEMENT NUMBER 6 - EXCLUDES POLICYHOLDER

The insurer will not provide cover when **you** are driving or in charge of **your vehicle**.

ENDORSEMENT NUMBER 7 - INTEREST OF REGISTERED KEEPER

The person(s) shown against this **endorsement** number on the **schedule** is/are interested as registered keeper(s) of **your vehicle**.

SECTION FOURTEEN - MOTOR LEGAL PROTECTION

IMPORTANT

Your Motor Legal Protection Policy.

TERMS AND CONDITIONS

THE **UNDERWRITERS** upon payment of the **Premium** agree to indemnify the **Insured** and **Insured Person(s)** against **Legal Costs and Expenses** subject to the Policy Terms, Limit of Indemnity, Exclusions and Conditions herein in respect of an **Insured Event** which must occur in the **Territorial Limits** and during the **Period of Insurance**.

DEFINITIONS

In this insurance **Policy** the meaning of the following words will be:

Appointed Agents means Albany Assistance Ltd who will act on behalf of IGI Insurance Company Limited in connection with the **Policy** and its administration and may monitor and record calls.

Appointed Representative means the Solicitor or other appropriately qualified or experienced person or persons appointed to act for the **Insured Person**.

Claim means a civil **Claim** for damages for Uninsured Losses arising out of an **Insured Event**.

Coverholders means Albany Assistance Ltd.

Insured means the person, firm or company who is entitled to participate in the **Uninsured Loss** recovery service offered by the **Coverholders** and has paid the **Premium** or whose **Participating Agent** has agreed to pay the **Premium** on their behalf.

Insured Event means an accident arising from the negligence of a **Third Party**, which results in the **Insured Person** incurring **Legal Costs and Expenses** in bringing a **Claim** relating to:

Loss of or damage to the **Insured Vehicle**;

Damage to any personal property owned by the **Insured Person** or for which the **Insured Person** is legally responsible while such property is in or on the **Insured Vehicle**;

Death or personal injury to the **Insured Person** whilst in, on, mounting or dismounting from the **Insured Vehicle**.

Any such accident must occur within the **Period of Insurance** and within the **Territorial Limits** of this **Policy**.

Insured Person means **You** and any person authorised to drive the **Insured Vehicle** under **Your Motor Insurance Policy** or any authorised passenger in or on the **Insured Vehicle** who are claiming under this **Policy** with **Your** consent, or **Your** or their legal representative in the event of death.

Insured Vehicle means any motor vehicle including any attached trailer owned or leased by **You** and specified in **Your Motor Insurance Policy**.

Legal Costs and Expenses in relation to an **Insured Event** means any legal fees, costs and disbursements reasonably and properly incurred in relation to a **Claim** and any consequent Legal Proceedings:

1. By the **Appointed Representative**, including fees of Counsel instructed by them when acting on behalf of the **Insured Person** in bringing a **Claim**, and in any event is limited to the standard basis.
2. By any other party to the **Claim** which the **Insured Person** is liable to pay as a result of an order or award of the court or other tribunal or a negotiated settlement provided that such settlement is made with the agreement of the relevant **Underwriters**, and in any event is limited to the standard basis.

Legal Proceedings means all work necessary regarding a **Claim** with the approval of the **Underwriters**, subject to the jurisdiction of courts within the **Territorial Limits**.

Appeals from such hearings are also included when **We** are notified by the **Insured Person** of their wish to appeal at least five working days before the deadline for giving notice of appeal expires. **We** must also consider the appeal to have reasonable prospects of success. Advice and assistance, but not representation will be provided in matters dealt with in the Small Claims Track or any other proceedings or dispute resolution process where costs cannot be recovered or paid on a standard or similar basis.

Limit of Indemnity means a maximum of £100,000 for all **Legal Costs and Expenses** of the **Insured Person** and including opponent's costs, where awarded, arising out of any one **Insured Event**.

Motor Insurance Policy means the **policy** of insurance issued to **You** in compliance with the Road Traffic Act valid at the time of the **Insured Event**.

Participating Agent means Heath Lambert Insurance Services who are authorised to sell this **Policy** to **You** on behalf of the **Underwriters** and **Us**.

Period of Insurance means the period shown on the **Policy** schedule and any subsequent period for which **you** have paid the full **Premium** due.

Policy means this Motor Legal Protection policy.

Policyholder means the person, firm or company who has taken out this **Policy** and paid the **Premium** due.

Premium means the payment, which is required to be paid to the **Participating Agent** or **Us**, by **You** for the **Insured Person** to obtain benefit of this **Policy**. Such amount is to be made by **You** in a single payment and is to be received by **Us** or the **Participating Agent** within 14 days of the date of issue of the **Policy**, save that **We** or the **Participating Agent** may, at their absolute discretion, waive **Your** obligation to pay.

Territorial Limits means Great Britain, Northern Ireland, Isle of Man, Channel Islands, Andorra, Austria, Belgium, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Republic of Ireland, Italy, Latvia, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Slovakia, Slovenia, Spain, Sweden and Switzerland.

Third Party means the other person(s) and/or party(s) responsible for the accident, excluding the **Insured Person** (as defined in this **Policy**).

Underwriters mean IGI Insurance Company Limited.

Uninsured Loss means any loss, including injury, compensation or expense or costs that are directly caused by the event which led to **Your** claim, unless specifically stated in this **Policy**.

consequential loss sustained by the **Insured Person** arising out of an **Insured Event** where **Your Motor Insurance Policy** does not cover such loss.

We, Us, Our means Albany Assistance Limited and/or the **Underwriters**.

You, Your means the Policyholder.

CONDITIONS

1. COMPLIANCE AND PRECAUTIONS

You and the **Insured Person** must comply with all of the terms and conditions of this **Policy** and take all reasonable precautions to minimise the cost of Claims or **Legal Proceedings** and attempt to prevent any event, which may cause a Claim.

2. REPORTING THE CLAIM

The **Insured Person** must immediately report to Albany Assistance Ltd, either directly or via Heath Lambert Insurance Services any accident, which may give rise to a **Claim** under this **Policy** and must complete any forms requested. The **Insured Person** must supply, without delay, all information the **Appointed Representative** or **We** require or reasonably request. The **Insured Person** must not do anything, which may prejudice their case.

Please refer to the Motor **policy**: HOW TO REPORT AN INCIDENT.

3. ACCEPTANCE OF A CLAIM

Where **We** accept a Claim, **We** will notify the **Insured Person** or the **Participating Agent** in writing as soon as practicable.

4. REPRESENTATION

- (a) **We** reserve the right to make **Our** own investigations into the case.
- (b) **We** also have the right to negotiate and settle the Claim, in the **Insured Person's** name, before an **Appointed Representative** is instructed,
- (c) Where appropriate **We** will pass the matter to an **Appointed Representative** to handle and conduct the **Claim** who will be instructed in the name of the **Insured Person** and who may negotiate and settle the **Claim** on their behalf.
- (d) Where **Legal Proceedings** are necessary or where the **Claim** includes a **Claim** for personal injury or death or where it is otherwise required such **Appointed Representative** shall be a solicitor nominated by **Us**. The **Insured Person** is free to accept or reject such nomination and appoint instead a Solicitor of their own choice but subject to their duty to minimise the costs of any **Claim** and/or **Legal Proceedings**. **We** will accept such a substitute nomination provided the request is made in writing to **Us**, **We** are satisfied that the solicitor is reasonably experienced in handling the subject matter of the dispute and they sign **Our** Non-panel Solicitor Terms and Conditions.

Any dispute arising from the **Insured Person's** choice may be referred to arbitration as set out in Clause 13 below.

- (e) There will only be a transfer of representation to another **Appointed Representative** if there is a good reason to do so.

5. CONTROL OF THE CLAIM

- (a) The **Insured Person** must co-operate fully with **Us** and the **Appointed Representative** and in particular, **We** and the **Appointed Representative** must be kept continually and promptly informed of all developments relating to the **Claim** of which the **Insured Person** is aware and must be provided immediately with all information, evidence and documents relating to the **Claim** in their possession.
- (b) **We** shall have direct access to the **Appointed Representative** at all times in relation to any Claim.
- (c) The **Insured Person** must instruct the **Appointed Representative** to produce to **Us** immediately any documents, information or advice in their possession. The **Insured Person** must also give the **Appointed Representative** such prompt, proper and reasonable instructions in relation to the **Claim** and the conduct of any litigation, as The **Underwriters** or **We** require.
- (d) The **Insured Person** should advise **us** directly or through their **Appointed Representative** immediately of all offers to settle or payments into court in respect of the Claim. No offer of settlement or negotiation can be made without **Our** agreement.
- (e) If the **Insured Person** does not accept the offer or payment into court and **We** consider that the outcome of the case will not be bettered **We** reserve the right to withdraw cover and will not be responsible for any further **Legal Costs and Expenses** after the offer or payment into court was made.
- (f) **We** may discharge **Our** liabilities to the **Insured Person** under this **Policy** by paying an amount equal to that claimed.
- (g) The **Insured Person** shall take all reasonable steps to keep the costs of the **Claim** or any **Legal Proceedings** as low as possible.
- (h) The **Insured Person** must send to **Us** directly or authorise the **Appointed Representative** to send to **Us** all bills for **Legal Costs and Expenses**, orders or awards for costs immediately on receiving them and **We** have the right to have these submitted for assessment by the courts or certification by the Law Society.
- (i) The **Insured Person** must authorise any **Appointed Representative** to receive any sums by way of legal costs recovered from the **Third Party** and to pay the same to **Us** to the extent of the sums indemnified under this **Policy**. Any sums received directly by the **Insured Person** should similarly be paid over to **Us** to the extent of the sums indemnified under this **Policy**.

- (j) The **Insured Person** must take all action possible to recover any costs, charges or fees **We** or The **Underwriters** may have paid or be liable to pay under this **Policy** and pay any such amounts recovered to **Us**. In any event, upon payment of all sums due for **Legal Costs and Expenses** under this **Policy We** can take over and if necessary conduct proceedings in the name of the **Insured Person** to recover such **Legal Costs and Expenses** which the **Insured Person** is entitled to receive from the **Third Party**.

6. WITHDRAWAL

If the **Insured Person** withdraws from a **Claim** or discontinues instructions to an **Appointed Representative** expressly or by omission without **Our** agreement, all **Legal Costs and Expenses** and Defendants Legal Costs will become the responsibility of the **Insured Person**. Also The **Underwriters** and **We** will also be entitled to be reimbursed by the **Insured Person** for all **Legal Costs and Expenses** paid or incurred during the course of the Claim.

7. COMMUNICATION

All notices and communications from **Us** and The **Underwriters** or their Authorised Representative will be considered to have been sent if sent to the last known address of the **Insured Person**.

8. DUAL INSURANCE

If at the time of any **Insured Event** there is any other insurance, which provides cover for the loss, or any part of it **We** will only be responsible for the amount not recoverable under that insurance.

9. PROSPECTS OF SUCCESS

Cover will only be provided if **We** and, where applicable, the **Appointed Representative**, are of the opinion that there are reasonable prospects of recovery from the **Third Party**. In cases where the **Insured Event** occurs outside of the United Kingdom **We** reserve the right to conduct enquiries or take legal advice on the prospects of success in the appropriate jurisdiction before deciding whether to provide cover.

We can give written notice to the **Insured Person** and the **Appointed Representative** to discontinue cover if during the course of a **Claim We** consider reasonable prospects of success no longer exist.

10. COMPLIANCE AND AVOIDANCE OF POLICY

Albany Assistance Ltd and/or IGI Insurance Company Ltd have the right to cancel this **Policy** and declare the same null and void in the event of any breach of **Policy** terms and conditions.

If:

- (a) **You** do not hold a valid **Motor Insurance Policy** or, if relevant, valid Green Card, at the time of the **Insured Event** for the vehicle involved.
- (b) **Your** motor insurers are entitled to avoid the **Motor Insurance Policy** or refuse indemnity.
- (c) Any statements or answers made by **You** to **Us** or the **Underwriters** prior to commencement of this **Policy** are found to be false or untrue.
- (d) **You** fail to disclose to **Us** any material fact relevant to the risks insured under this **Policy**.
- (e) An **Insured Person** makes any **Claim** under this **Policy**, which is fraudulent or false in any material respect.
- (f) **You** fail to pay the required **Policy premium**, if not having been waived, to the **Participating Agent** or **Us** within 14 days of issuing of the **Policy**.

11. ALTERATION

You must notify **Us** immediately of any change, which may or does affect this **Policy**.

12. COMPLAINTS

The **Appointed Agents** Albany Uninsured Loss Recoveries Limited and the **Underwriters** IGI Insurance Company Ltd are committed to dealing with customer complaints in a fair and prompt manner. Complaints can be made verbally or in writing.

If **You** have any complaint, **You** can contact **Us** or the **Underwriters**. **We** or the **Underwriters** will contact **You** within five days of receiving **Your** complaint to inform **You** of

what action is being taken. **We** or the **Underwriters** will try to resolve the problem and give **You** an answer within four weeks. If it will take **Us** or the **Underwriters** longer than four weeks then **You** will be told when **You** can expect an answer.

It is **Our** experience that most complaints can be resolved by speaking to the staff directly responsible for **Your** claim. Please call **Us** on 0800 077 8165 or write to The Quality Compliance Executive, Albany Assistance Ltd, Redmond House, Fern Court, Bracken Hill Business Park, Peterlee, Co Durham. SR8 2RR.

The **Underwriters** can be contacted by writing to The Managing Director. IGI Insurance Company Ltd, Market Square House, St James's Street, Nottingham. NG1 6FG. Tel no 0115 941 1022.

If **We** or the **Underwriters** have not given **You** an answer in eight weeks then **You** will be told how **You** can take **Your** complaint to the Financial Ombudsman Service for review.

If after making a complaint, **You** are still unhappy and feel **Your** complaint has not been resolved to **Your** satisfaction, **You** have the right to refer the complaint to the Financial Ombudsman Service. The contact information is: The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London. E14 9SR. Telephone 0845 080 1800. E-mail: enquiries@financial-ombudsman.org.uk

This complaints procedure does not affect any legal rights **You** may have.

13. ARBITRATION

In the event of any dispute or difference, whatsoever arising out of this **Policy** or any **Claim** made there under the matter shall be referred to an arbitrator who shall be either a solicitor or a barrister agreed upon by the **Insured Person** and **Us**. If the **Insured Person** is not the **Policyholder** by claiming under the **Policy** they agree to be a party to any Arbitration under this Clause whether jointly with the **Policyholder** or otherwise and whether as Claimant or Defendant.

If **We** cannot agree on an arbitrator then the President of the Law Society or the Chairman of the Bar Council or similar legal professional body within the **Territorial Limits** will choose one. The appointment and subsequent arbitration shall be binding on both parties.

Whoever loses the arbitration must pay all the costs involved. If the decision is not clearly made against the **Insured Person** or **Us**, the arbitrator will decide how the **Insured Person** and **We** will share the costs.

14. EXCLUSIONS

The **Underwriters** will not indemnify the **Insured Person** in respect of:

1. Any **Insured Event** that took place outside of the **Period of Insurance**.
2. Any **Claim** reported to **Us** more than 180 days after the **Insured Event**.
3. Any **Legal Costs and Expenses** for any period subsequent to a refusal by the **Appointed Representative** to act further for the **Insured Person** for a reason, which **We** consider, is justified unless **We** agree to another **Appointed Representative** being instructed.
4. In any case where the **Insured Person** has misled **Us** or the **Appointed Representative** as to the circumstances of the accident.
5. In any case where the **Insured Person** fails at the time of making the **Claim** or at any stage to disclose to **Us** and/or the **Appointed Representative** material facts relevant to the **Claim**.
6. Compensation, costs, damages, fines or penalties of any kind awarded by a court of criminal jurisdiction.
7. Claims for damage to any property or any related loss, expense or costs that are indirectly caused by the event which led to **Your** claim, unless specifically stated in this **Policy**.
8. Any **Claim** arising out of a deliberate and/or criminal act or omission or which is found to **Our** satisfaction to be of a fraudulent nature.
9. Any **Claim** arising from the theft or attempted theft of the **Insured Vehicle**.
10. In any case where the **Insured Person** does not possess a valid **Motor Insurance Policy**, valid road fund licence or MOT for the **Insured Vehicle** or a valid driving licence.
11. In any case where the **Insured Vehicle** is not in a roadworthy condition at the time of the **Insured Event**.
12. Any **Claim** where the **Insured Person's** motor insurers are entitled to repudiate the **Motor Insurance Policy** or refuse indemnity.
13. All **Claims** in the **Territorial Limits** where a valid Green Card is required and has not been issued.
14. Any **Insured Event** arising out of the use of an **Insured Vehicle** by the **Insured Person** in connection with racing, rallies, trials or competitions of any kind.

15. Any **Claim** where no **Premium** has been paid by **You** or received by **Us** or the **Participating Agent** within 14 days of the date of issuing of the **Policy**, save where this requirement has been waived.
16. Any **Claim** where the **Third Party** cannot be traced or identified.
17. Any Claims arising from:
 - (a) Ionising, radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - (b) The radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or component of it.
 - (c) Riot, civil commotion, war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, nationalisation, requisition, destruction or damage to property by or under the order of any government or public or local authority.
 - (d) Pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
 - (e) Any Claims directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date.
18. **Legal Costs and Expenses** incurred prior to notification of the **Insured Event to Us**.
19. **Legal Proceedings** dealt with by a court or other body, which **We** have not agreed to or are outside the **Territorial Limits**.
20. The cost of representation in the Small Claims Track or any other proceedings or dispute resolution process where costs cannot be recovered or paid on a standard or similar basis
21. Any undertaking the **Insured Person** gives to the **Appointed Representative**, or which the **Insured Person** or the **Appointed Representative** gives to any person about payment of fees or expenses, unless **We** have given prior written authority.

15. GOVERNING LAW & LANGUAGE.

This **Policy** shall be governed by and construed in accordance with English Law. All communication is to be conducted in English.

16. WHOLE AGREEMENT

This **Policy** contains the entire agreement between the **Policyholder** and any **Insured Person** claiming under it and the **Underwriters** and **Us** on their behalf and no other representation or warranty by the **Insured Person** or **Us** or their Authorised Representatives or any **Third Party** shall have any contractual effect unless agreed by both parties in writing.

Supplied by Heath Lambert Insurance Services (FSA Regulation: 312030), Phoenix Court, Jacobs Well Lane, Wakefield, West Yorkshire. WF1 3NT. Administered by Albany Assistance Ltd (FSA Regulation: 312423), Redmond House, Fern Court, Bracken Hill Business Park, Peterlee, County Durham. SR8 2RR, and is underwritten by IGI Insurance Company Ltd (FSA Regulation: 202189) Market Square House, St James's Street, Nottingham, Nottinghamshire. NG1 6FG (Home State: United Kingdom).

IGI Insurance Company Limited, who underwrite this insurance are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if they cannot meet their obligations. This depends upon the type of insurance and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim. Further information is available from the Financial Services Authority or the FSCS. The FSCS can be visited on the web at www.fscs.org.uk or by contacting the FSCS on 020 7892 7300.

17. CANCELLATION

The Motor Legal Protection forms part of the Motor **Policy**. If **you** do not wish to continue with the **Policy** then please refer to Section 12 of the Motor **Policy**, part C & D.

Signed for on behalf of IGI Insurance Company Limited

K W WARDELL - Managing Director

TS/01/12/09.

WHAT YOU SHOULD DO IN THE EVENT OF AN ACCIDENT

Accidents can be stressful so please remember that the quality of **our** service is assured. By following **our** guidelines **you** will ensure that any stress is kept to a minimum. **Always bear in mind that you should not apologise, admit that you were to blame, offer to pay for anything or sign anything at the scene of an accident. Doing so could make it difficult for your insurer to manage your claim and it may also affect your rights.**

If **you** have an accident that involves an injury to any person or certain animals, another vehicle or damage to property, **you** must stop. If **you** own the vehicle **you** must give **your** name, address and Policy details to anyone who has good reason to ask. If **you** do not own the vehicle **you** must provide the owner's name and address.

If there is an injury **you** must report the incident to the Police within 24 hours.

It is important that **you** obtain the following details:

- The registration number of each vehicle involved
- The name, address and telephone number of each driver and of any witness
- The number of passengers in each vehicle
- The Policy details of the other drivers including the certificate or Policy number
- A note of all injuries suffered
- Details of any property damaged and the extent of the damage
- The name, number and Constabulary of any Police officer involved.

Make a rough sketch of the accident scene showing the position of the vehicles before and after the accident. Include road markings and the positions of any parked cars, lamp posts and telegraph poles etc.

HOW TO REPORT AN INCIDENT

Report the incident immediately to **our CLAIMS HELPLINE** on 08705 275136 and provide **us** with all the information **you** obtained at the scene. **Our** Claims Staff will record details and help **you** report the incident to **your insurer**. If **your vehicle** is not driveable then remove any personal possessions and ensure that **your vehicle** is made as secure as possible. If the incident relates to the theft of **your vehicle** or theft from **your vehicle** **you** must report the incident to the Police immediately and make a note of their crime book reference number.

**YOU MUST REPORT ANY ACCIDENT YOU OR ANY PERSON INSURED UNDER THIS POLICY
ARE INVOLVED IN TO OUR CLAIMS HELPLINE, EVEN IF YOU ARE NOT AT FAULT
OR DO NOT INTEND MAKING A CLAIM**

OUR SERVICE COMMITMENT TO YOU

We take care to provide the highest standards of service. However, should **you** have cause to make a complaint, **you** can do this by contacting a senior member of **our** team on 01924 207097 or by writing to **our** Customer Relations Department at Phoenix Court, Jacobs Well Lane, Wakefield WF1 3NT.

- **Your** complaint will be acknowledged within 5 working days.
- **We** aim to resolve complaints within 20 working days.

Once an assessment and full investigation of **your** concerns has been made, **we** will respond with a decision.

Most complaints can be resolved quickly, but occasionally more detailed enquiries may be required. If this is likely **we** will contact **you** with an update and give **you** an expected date of response.

If **you** are dissatisfied with **our** response **you** can contact :-

The Chief Executive of **your** Insurance Company or Lloyd's Syndicate at the registered office address shown on the **Certificate of Motor Insurance**.

If **you** are still dissatisfied with the decision after receiving a final response letter **you** may contact:

The Financial Ombudsman Service (Incorporating the Insurance Ombudsman)
South Quay Plaza
183 Marsh Wall
London E14 9SR

They will tell **you** whether they can consider **your** complaint. **You** may be entitled to compensation. They will only consider **your** complaint once **you** have a final decision from **us**.

If **your schedule** shows "at Lloyd's" **you** should write to the following address:

Policyholder and Market Assistance, Lloyd's, One Lime Street, London EC3M 7HA.

However, please ensure that, in the first instance, **you** advise **us** of any issues **you** may have.

Following the complaints procedure does not effect **your** right to take legal action.

FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

Your Insurers are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if your Insurers are unable to meet their liabilities under this insurance. This depends on the type of business and the circumstances of the claim. A claim is protected for 90%, without any upper limit. For compulsory classes of insurance the claim will be met in full. Further information about the compensation scheme arrangements is available from FSCS. Information can be obtained on request, or by visiting the FSCS website at www.fscs.org.uk

**Gift Car Insurance is arranged and administered by Heath Lambert Ltd. Registered office: 133 Houndsditch London EC3A 7AH.
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