Car Insurance
Policy document

Keep me safe
WELCOME TO HIGHWAY

Thank you for choosing to purchase a Highway Insurance policy.

Highway Insurance is part of the Liverpool Victoria group of companies. Founded in 1843 Liverpool Victoria, which also trades as LV=, is the UK’s largest friendly society and a major provider of insurance and financial services products.

As a friendly society and mutual, Liverpool Victoria exists wholly for the benefit of its members. We have no shareholders taking a share of our profits. Instead we invest our profits in making our products competitive and delivering an outstanding customer service.

Our claims service goes the extra mile. Committed to doing the right thing for our policyholders, we will aim to settle claims quickly, even in the most difficult circumstances.

If you would like to learn more about Highway please visit our website at:

www.highway-insurance.co.uk
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**DEFINITION OF TERMS AND WORDS**

**Definitions**

The following words or phrases have the same meaning wherever they appear and are shown in bold throughout this policy.

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<th>Term</th>
<th>Definition</th>
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<tr>
<td><strong>Certificate of Motor Insurance</strong></td>
<td>Legal evidence of your insurance. It is one part of the contract of motor insurance. It shows the cars we are insuring, who may drive the insured car (where ‘any authorised driver’ is stated, refer to the schedule for restrictions), what it may be used for and the period of insurance.</td>
</tr>
<tr>
<td><strong>Contract of Motor Insurance</strong></td>
<td>The policy, the schedule (including endorsements), the certificate of motor insurance, the information you gave us in the proposal form or statement of fact and declarations that you have made, all form the contract of motor insurance.</td>
</tr>
<tr>
<td><strong>Endorsements</strong></td>
<td>Something which alters your insurance cover. Your cover will be affected by any endorsement that is shown on the schedule. (Such endorsements may add exclusions to the cover or require you to take action such as fitting approved security.) More than one endorsement may apply. If you do not comply with any endorsements, this contract of motor insurance may no longer be valid and we may refuse to deal with any claim.</td>
</tr>
<tr>
<td><strong>Excess</strong></td>
<td>The amount you have to pay towards each claim you make under this contract of motor insurance. There may be more than one excess, part of which may be voluntary (where you have chosen to take an excess to receive a discount on your premium). The amount of the excess is shown on the schedule.</td>
</tr>
<tr>
<td><strong>Family or Household</strong></td>
<td>Any member of the policyholder’s family, or any other person, who is a permanent or temporary resident at the policyholder’s address.</td>
</tr>
<tr>
<td><strong>General Conditions</strong></td>
<td>These describe your responsibilities, general information and the procedures that apply in certain situations, such as when there is a claim or the contract of motor insurance is cancelled.</td>
</tr>
<tr>
<td>------------------------</td>
<td>--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td><strong>General Exclusions</strong></td>
<td>These describe the things that are not covered by the contract of motor insurance. They are in addition to the exclusions shown under the headings ‘What is not covered’ in each of the Sections detailing the cover provided.</td>
</tr>
<tr>
<td><strong>Geographical Limits</strong></td>
<td>Great Britain, Northern Ireland, the Isle of Man and the Channel Islands. It also includes travelling by sea, air or rail between these places. Section 6 explains the cover that applies when driving abroad.</td>
</tr>
<tr>
<td><strong>Highway Insurance</strong></td>
<td>The trading name of Highway Insurance Company Limited.</td>
</tr>
<tr>
<td><strong>Highway Insurance Company Limited</strong></td>
<td>An insurance company, part of the Liverpool Victoria group of companies, authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.</td>
</tr>
<tr>
<td><strong>Hire Car</strong></td>
<td>A Group A vehicle (1.0 litre hatchback or similar) which will be delivered to and collected from your home address.</td>
</tr>
<tr>
<td><strong>Hire Car Company</strong></td>
<td>The company we instruct to provide you with the hire car.</td>
</tr>
<tr>
<td><strong>Hire Period</strong></td>
<td>The period for which we pay for the hire car for up to a maximum of 14 days.</td>
</tr>
<tr>
<td><strong>Insurance Adviser</strong></td>
<td>The person or company you purchased this insurance from.</td>
</tr>
<tr>
<td><strong>Insured Car</strong></td>
<td>The car(s) shown on the current schedule and certificate of motor insurance.</td>
</tr>
<tr>
<td><strong>Insured Vehicle</strong></td>
<td>Any motor vehicle insured comprehensively with Highway Insurance that appears on a current certificate of insurance and for which a premium has been paid for car hire cover.</td>
</tr>
</tbody>
</table>
### Market Value
The cost at the date of the accident or loss of replacing the **insured car**, if possible, with one of a similar make, model, age, condition and mileage. **We** will usually ask an engineer to give **us** advice about the **market value** of the **insured car**, refer to guides of car values and any other relevant sources. In assessing the **market value**, **you** should consider the amount that could reasonably have been obtained for the **insured car** if **you** sold it immediately before the accident, loss or theft.

### Period of Insurance
The length of time covered by this **contract of motor insurance**, as shown on the current **schedule** and **certificate of motor insurance**.

### Personal Belongings
Certain property in the **insured car**, which **you** wear or use in every day life which belongs to **you** or anyone travelling in the **insured car**. Section 5 of this **policy** sets out the cover and limits which apply, and the items of personal belongings which are not covered.

### Policy
This booklet, which sets out the details of cover and all the terms and conditions which apply. It is one part of the **contract of motor insurance**.

### Private Motor Car
How the other car is described on your **certificate of motor insurance** when allowing the driving other cars extension. Driving other cars and this definition is given with the intention of allowing **you** to drive **private motor cars** only under the extension of cover. It does not extend cover to car derived vans, vans, motorcycles, or any other motor vehicle.

### Proposal Form or Statement of Fact
The documents filled in by **you**, or on **your** behalf by an **insurance adviser**, or someone else, and all other information **you** gave and declarations made at the time the insurance was arranged and on which **we** have relied when agreeing to offer this **contract of motor insurance**. If **you** do not give **us** full information at the start, and tell **us** about changes, this **contract of motor insurance** may no longer be valid and **we** may refuse to deal with any claim.
| **Schedule** | Forms part of the **contract of motor insurance** and confirms details of you, the **insured car(s)** and the cover which applies. It is one part of the **contract of motor insurance**. |
| **Standard Accessories** | Accessories made available for the vehicle by the manufacturer as optional extras and for which a receipt must be provided. **Standard accessories** do not include modifications to the **insured car**, signwriting or any other accessory fitted to it not provided by the vehicle manufacturer. |
| **Territorial Limits** | England, Scotland, Wales and Northern Ireland. These limits apply to Part B only. The **geographical limits** defined in this **policy** do not apply to Part B of this **policy**. |
| **We, our, us** | **Highway Insurance Company Limited** trading as **Highway Insurance**. |
| **You, Your** | The person, company or trading name (including subsidiary companies) shown as the insured on the **schedule** and **certificate of motor insurance**. |
IMPORTANT INFORMATION

Please read this policy, the schedule (including any endorsements) and the certificate of motor insurance very carefully. Together with the information you gave us in the proposal form or statement of fact, and the declarations that you have made, they form the contract of motor insurance. You should pay particular attention to the general exclusions, the general conditions and any endorsements which apply.

The words that appear in bold throughout this policy are defined on pages two, three, four and five and have the same meaning wherever they appear.

Please tell your insurance adviser immediately if you have any questions, the cover does not meet your needs, or any part of your insurance documentation is incorrect.

Data Protection Notice

How we use your personal information

This information explains how we may use your details and tells you about the systems we use that allow us to detect and prevent fraudulent applications and claims. The savings that we make help us to keep premiums down. The way in which we may use your personal data is controlled by the requirements of the Data Protection Act 1998. Highway Insurance Company Limited is registered for the purpose of processing personal data.

Information provided to us may be held, whether or not you purchase a policy, on computer, paper file or other format. We will hold this information for a reasonable time to ensure that a clear and complete history of insurance enquiries, applications, policy records and transactions is maintained.

Subject to payment of a fee, you can ask for a copy of the personal information we hold about you by writing to the CCA Department, LV=, County Gates, Bournemouth, BH1 2NF. For details of the Liverpool Victoria group of companies please refer to www.LV.com

The information (some of which may be sensitive data) may be used to process and administer your insurance by us and our agents (eg service providers both within and outside the European Economic area with which we have agreements). It may also be used or disclosed to regulators for the purposes of monitoring and enforcing our compliance with any regulation.
IMPORTANT INFORMATION CONTINUED

Occasionally, your personal information may be disclosed to selected third parties who are assisting us in service improvement activities.

All phone calls may be monitored and recorded and used for fraud prevention and detection, quality control and training purposes.

If credit or debit card details are provided to us we may use this information to automatically renew your insurance policies. We will only do this where we have your permission.

If your details have been obtained through one of our affinity associations we may pass some of your information, including policy details and ongoing information, to that affinity organisation for membership, business analysis and other relevant purposes.

If you move to a new insurer we may confirm certain details about your insurance to them. We will only do this if we are sure it’s a genuine request.

If we receive a request for policy information by an individual other than the policy holder we will check that the policy holder has given permission to do this.

Sensitive personal data will not be used for marketing purposes.

Credit Search

We use information obtained from a number of sources including credit reference agencies. This helps us to confirm your identity, allows us to give you a quote and decide which payment options we can offer you, for example, paying monthly.

You will see a record of this search if you request a Credit Report. No other organisation who may conduct credit searches will be able to see it.

The search won’t affect your credit record or credit rating in any way.
IMPORTANT INFORMATION CONTINUED

Previous claims and incidents
You must tell us about any claim or incident (such as fire, water damage, theft or an accident) whether or not you claimed for them. When you tell us about a claim or incident we will pass information about it to various databases. We may search these databases:
- when you apply for insurance
- if you have a claim
- at renewal
We will do this to validate your claims history or that of any other person or property likely to be involved in the insurance or claim.

Fraud prevention and detection
We will check your information against a range of registers and anti fraud databases for completeness and accuracy. We may also share your information with law enforcement agencies, other organisations and public bodies.

If we find that false or inaccurate information has been given to us, or we suspect fraud, we will take appropriate action. If fraud is identified, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information.

We and other organisations, including those from other countries, may also access and use this information to prevent fraud and money laundering, for example, when:
- checking details on applications for credit and credit related or other facilities
- managing credit and credit related accounts or facilities
- recovering debt
- checking details on proposals and claims for all types of insurance
- checking details of job applicants and employees

Please contact us at GFC, LV=, County Gates, Bournemouth, BH1 2NF if you want to receive details of the registers and fraud prevention agencies.
IMPORTANT INFORMATION CONTINUED

Motor Insurance Database

We will add details about your insurance policy to the Motor Insurance Database (‘MID’) which is managed by the Motor Insurers’ Bureau (‘MIB’). The MID and the data stored on it may be used by the Police, the DVLA, the DVANI, the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including:

- electronic licensing
- continuous insurance enforcement
- law enforcement (prevention, detection, apprehension and/or prosecution of offenders)
- the provision of government services and/or other services aimed at reducing uninsured driving

If you are involved in a road traffic accident (either in the UK or abroad), insurers and/or the MIB may search the MID to obtain relevant information.

Other persons (including their appointed representatives) pursuing a claim in respect of a road traffic accident (including foreign citizens) may also obtain relevant information held on the MID.

It’s vital that the MID holds your correct registration number. If not you risk the Police seizing your vehicle. You can check that your correct registration number is shown on the MID at www.askmid.com

Telling you about other products and services

Unless you have indicated otherwise, we and other carefully selected organisations may use your information to keep you informed of other products and services that may be of interest to you. You may be contacted by post, telephone or other appropriate means. If you would rather not receive such information please write to CCA Department, LV=, County Gates, Bournemouth, BH1 2NF.
How To Make A Complaint

If you have a complaint about your policy or the service you have received, please contact the broker, intermediary or agent that arranged it. If they are unable to resolve your complaint you may refer your complaint to the Financial Ombudsman Service within six months of receiving their final response letter.

Should you be unhappy with the service provided by Highway please contact us by phone on 0800 028 9822 (Text Phone user? Text Phone users in the UK can contact us by dialling 18001 first. Text phone users contacting us from outside of the UK should call 00 44 151 494 1260 and give the relay assistant the number you need to call. Opening hours Mon-Fri 9am-5pm). If you prefer to write, please address your letter to The Customer Care Department, LV= Brentwood, PO Box 9104, Frizzell House, County Gates, Bournemouth, BH1 9DB Email: customercare@highway-insurance.co.uk. When contacting us please ensure you quote your policy or claim number as appropriate. A copy of our internal complaints procedure is available on request.

If we cannot resolve your complaint, you may refer your complaint to the Financial Ombudsman Service within six months of receiving our final response letter. The address is: Financial Ombudsman Service, Exchange Tower, London, E14 9SR. Telephone 0800 023 4567 or 0300 123 9 123 (from mobile or non BT lines) Email complaint.info@financial-ombudsman.org.uk. Website at www.financial-ombudsman.org.uk

Making a complaint will not affect your right to take legal action.
Financial Services Compensation Scheme

What happens if we are unable to meet our liabilities?

If we are unable to meet our liabilities to our policyholders, you may be able to claim compensation from the Financial Services Compensation Scheme (FSCS). There are different levels of compensation, depending on what kind of insurance you have:

Compulsory insurance such as third party motor insurance, is covered for 100% of the claim.

Non compulsory insurance, such as home insurance, is covered for 90% of the claim.

You can get further information from the Financial Services Compensation Scheme. 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU. Telephone 0800 678 1100 or 0207 741 4100 or Email enquiries@fscs.org.uk.
CONTRACT OF MOTOR INSURANCE

CAR

This policy, the schedule, the certificate of motor insurance, information you gave us in the proposal form or statement of fact and declarations that you have made, form a legally binding contract of motor insurance between you and Highway Insurance Company Limited, trading as Highway Insurance. This contract of motor insurance is a contract personal to you and you cannot transfer it to anyone else.

We agree to insure you under the terms of this contract of motor insurance against any liability, loss or damage that occurs within the geographical limits during the period of insurance for which you have paid, or agree to pay, the premium.

You must read this policy, the schedule and the certificate of motor insurance together. The schedule tells you which sections of the policy apply and identifies any endorsements. Please check all three documents carefully to make sure that they give you the cover you want and that you comply with all the relevant terms and conditions, including any endorsements.

It is not intended that the Contracts (Rights of Third Parties) Act 1999 should confer any additional rights under this policy in favour of any third party.

Unless we agree with you to apply the laws of another country, English Law will apply to this contract (unless you live in Guernsey or Jersey, where Guernsey or Jersey law will apply). All communications will be in English.
YOUR COVER

The current schedule shows what you are covered for. The different kinds of cover are:

- Comprehensive – Sections 1, 2, 3, 4, 5, 6, 7 and 8 apply. Part B only applies to comprehensive cover if the guaranteed hire car cover is shown on your schedule and you have paid the additional premium.
- Third Party Fire and Theft – Sections 1, 2, 6 and 7 apply.
- Third Party Only – Sections 1, 6 and 7 apply.
- Fire and Theft Only – Section 2 only.

USE

This contract of motor insurance only covers you if you use the insured car in the way described in your certificate of motor insurance (under ‘Limitations as to Use’) and any endorsements.

COOLING-OFF CANCELLATION RIGHT

We hope you are happy with the cover this policy provides. However, you have the right to cancel it within 14 days of receiving the policy, without giving any reason. You may cancel using this “cooling-off” period by telling us, or your insurance adviser. If you do cancel in the first 14 days using the ‘cooling-off’ cancellation condition, we will charge you pro rata, subject to a minimum fee of £25 plus Insurance Premium Tax, for the cover provided from the beginning of the contract until the policy is cancelled, unless we are required to make a total loss payment under the policy, under which circumstances a refund of the premium is not payable.
CONTRACT OF MOTOR INSURANCE CONTINUED

CANCELLING YOUR POLICY
(OUTSIDE THE COOLING-OFF CANCELLATION RIGHT)

You may cancel this contract of motor insurance at any time by telling us, or your insurance adviser, in writing or by email or telephone and cancellation can take effect immediately or from a later date, although it cannot be backdated to any earlier date. If you or someone else has not made a claim in the current period of insurance, we will refund part of your premium. We will work out the refund on a pro-rata basis less a premium charge of £25 plus Insurance Premium Tax to cover our administration costs.

We will not refund any of your premium if the contract of motor insurance is cancelled following a claim whether settled or not.

We, or our authorised agent, may cancel this contract of motor insurance by giving you seven days notice in writing to your last known address if there is a good reason for doing so. Valid reasons may include but are not limited to, if

- if you do not pay your premium, premium deposit or any instalment payment on or before the due date;
- if you or anyone else covered by this insurance has not met all the terms and conditions of this policy;
- if a change in your circumstances means we can no longer provide cover;
- where we identify misrepresentation or fraud or any attempt to gain an advantage under this insurance to which you are not entitled;
- if you do not provide us or your insurance advisor with documents we have requested to help validate your details.

The insurance will end immediately the seven days’ notice runs out. If you have just taken out the policy or renewed it with us and the premium is unpaid, we will cancel your insurance from the start/renewal date.

We will refund the balance of your premium that applies to the remaining period of insurance unless fraud has been identified.

If a refund is paid, a premium charge of £25 plus Insurance Premium Tax to cover our administration costs will be deducted from the refund.
If you or someone else has made a claim under this contract of motor insurance, we will cancel your cover but may not refund any premium. If you are paying by instalments, you must still pay the balance of the full annual premium.

If you produce a cancelled certificate of motor insurance to any person with the intention of deceiving that person into accepting it as genuine, you may be prosecuted.

CHANGES TO YOUR DETAILS

You must tell your insurance adviser as soon as possible if any of your details on your proposal form or statement of fact change including:

- Changes made to your car which improve its value, appearance, performance or handling.
- Changing your car.
- Change of Owner.
- Change of Registered Keeper.
- Changes in the way you use your car.
- Change of address or where you keep your car.
- Change of occupation, including part time work.
- Change in the main user of the car.
- Details of any medical conditions for any person who may drive.
- Details of any motoring convictions, fixed penalty offences or licence endorsements for any person who may drive the vehicle.
- Details of any criminal convictions for any person who may drive the vehicle.
- Details of any accidents, thefts, loss or damage, regardless of blame or whether a claim was made or not, for any person who may drive the vehicle.

This is not a full list and you should contact your insurance adviser for advice if you are not sure whether a change will affect your cover.
If you do not tell your insurance adviser about any relevant changes, we may:
- Reject or reduce your claim.
- Cancel the policy and/or treat it as though it never existed, or
- Do both of the above.

When you advise of any permanent or temporary changes to your policy during the period of insurance, or request duplicate documents, a premium adjustment charge of £10 plus Insurance Premium Tax will be made in addition to any other change in premium to cover our administration costs. This charge is in addition to any administration fees charged by your insurance adviser.

If your change of circumstances means that we can no longer provide cover, we or our authorised agent will give you notice of cancellation, See Cancelling your Policy (Outside the Cooling off Cancellation Right).
Additional Information – The Following Does Not Form Part Of The Contract Of Motor Insurance

Car Crime – Learn How to Beat the Criminals

Most crime prevention methods are common sense:

- Never leave valuables on show.
- Use good quality locks and security devices.*
- Always ensure your steering lock is on when you leave your car and use a steering wheel lock.*
- Fit locking wheel nuts to your wheels.
- Don’t make life easier for thieves, always remove the keys from your vehicle and lock it when you leave it, even temporarily. Not to do so may invalidate your cover so lock it or lose it!
- Remove any entertainment equipment if you can.
- Always park your vehicle in a secure location, in your own garage or a secure public garage if possible.
- Always lock your vehicle and activate any alarm &/or immobiliser when you leave it.

You can obtain further information from your local Crime Prevention Officer at your local Police station, or visit: http://www.secureyourmotor.gov.uk/

* We recommend you install security devices such as steering wheel locks, alarms and immobilisers that are accredited by Thatcham Motor Insurance Repair and Research Centre. For further information visit: http://www.thatcham.org/
Part A

SECTION 1 LIABILITY TO OTHERS:
THIRD PARTY COVER

What is covered

We will insure you against everything you legally have to pay to people who claim for damages, costs and expenses if they arise from a claim caused by an accident while you are driving, or in charge of the insured car, or if you kill or injure other people. We will also cover you for your legal liability for damage to their property (including any related indirect loss) up to £20,000,000 and for costs and expenses incurred up to £5,000,000. We will also insure you while the insured car is towing a caravan, trailer or broken-down car, so long as the towing is allowed by law and the caravan, trailer or broken-down car is attached properly to the insured car by towing equipment made for this purpose.

What is not covered

- Loss or damage to the insured car, caravan, trailer or broken-down car.
- Any amount above £20,000,000 for damage to other people’s property (including any related indirect loss) and any amount above £5,000,000 for costs and expenses incurred.
- Property belonging to (or in the care of) you or your passengers or in any caravan, trailer or broken-down car.
- Death or injury to the person driving or in charge of the insured car or to any person being carried in or on, or getting into or out of, a caravan or trailer.
- Legal liability when you are towing any caravan, trailer or broken-down vehicle for profit.
- If your current certificate of motor insurance states that business use is allowed, liability for death or injury to any employee of the person insured, arising during the course of their employment, except where needed by law.
- Any liability, injury, loss or damage resulting from anything sold, transported or supplied by you or on your behalf.

Driving other cars – What is covered

If your certificate of motor insurance says so, we will insure you to drive any private motor car that you do not own, is not registered to you and you have not hired under a hire-purchase or leasing agreement.
Part A

SECTION 1 LIABILITY TO OTHERS: THIRD PARTY COVER CONTINUED

Driving other cars – What is not covered

- Legal liability unless your certificate of motor insurance states that you are covered to drive other private motor cars.
- Any loss or damage to the private motor car you are driving.
- Driving without the owner’s permission.
- Use of a private motor car outside the geographical limits.
- Legal liability which is covered by any other insurance you have to drive the private motor car being driven under this section.
- Legal liability if you no longer have possession of the insured car or it has been damaged so much that it is not worth repairing or has been stolen and you have not got it back.
- Loss or damage to any property belonging to (or in the care of) any driver or passenger who is making a claim under this Section.
- Death or injury to the person driving or in charge of the other private motor car.
- Use of a car derived van, van, motorcycle or any other motor vehicle that is not a private motor car.
- Use to secure the release of any private motor car which has been seized or confiscated by or on behalf of any government or public authority.
- Use of a private motor car as long as there is a current and valid policy of insurance in force for the vehicle being driven under this Section.

Insuring others – What is covered

We will also insure the following people under this Section.

- Any person you allow to use the insured car as long as your current certificate of motor insurance says they can and they are not excluded from driving by an endorsement shown in the schedule.
- Any person (other than the person driving) being carried in, or getting in or out of the insured car or any person who causes an accident while they are travelling in, or getting in or out of, the insured car.
Part A

SECTION 1 LIABILITY TO OTHERS:
THIRD PARTY COVER CONTINUED

- Your employer or business partner (but only if your current certificate of motor insurance states that business use is allowed).
- If anyone covered by this contract of motor insurance dies, we will cover their legal representative to deal with any claims made against that person’s estate.

Insuring others – What is not covered

- Legal liability if your current certificate of motor insurance does not cover the person using the insured car or if the person using the insured car is excluded from driving or using the insured car as a result of the general exclusions, general conditions and endorsements.
- Legal liability if the insured car is being used for business and your current certificate of motor insurance does not state that business use is allowed.
- Any liability, injury, loss or damage resulting from anything sold, transported or supplied by you or on your behalf.

Costs of Legal Representation – What is covered

Following a claim under this contract of insurance, we will pay the reasonable legal costs and expenses relating to;

- Solicitors’ fees for representing anyone we insure at a coroners inquest, fatal accident inquiry or court of summary of jurisdiction; and
- The defence of anyone we insure against any legal proceedings for manslaughter or causing death by dangerous driving.

In assessing whether legal costs and expenses are reasonable the following will be considered;

- The level of experience required of the legal representative taking into account the nature of the case.
- The level of costs charged by the legal representative.
- Whether legal representation for a defence of prosecution is likely to affect the outcome.

We may, at any time, stop paying the legal costs.
Part A

SECTION 1 LIABILITY TO OTHERS:
THIRD PARTY COVER CONTINUED

Costs of Legal Representation – What is not covered

- Any costs which have not first been agreed in writing by us or arising from a claim caused by an accident which is not covered under this contract of motor insurance.

- Any costs where we have chosen to stop payments or arising from a claim which is not covered as a result of the general exclusions, general conditions and endorsements.

Emergency Medical Treatment – What is covered

We will pay for the Emergency Treatment Fees, as required by the Road Traffic Acts, after an accident involving the insured car. We must, by law, provide this cover.

If this is the only payment we make, your No Claims Discount will not be affected.

Emergency Medical Treatment – What is not covered

- Any amount that is more than the compulsory fee.
Part A

SECTION 2 FIRE AND THEFT

What is covered:
We will cover you for loss or damage to the insured car that is caused by fire, lightning, explosion, theft or attempted theft. This includes standard accessories on it or kept in your private garage. We will also pay for loss or damage to the insured car’s fitted entertainment equipment up to the limit stated on the schedule.

We will also insure the following people under this Section.
- Any person employed by a motor garage or similar business, which you do not own, which has the insured car for the purpose of maintenance, repair, testing or servicing.
- Any person employed by a hotel, restaurant or similar business, which you do not own, where the insured car is being parked for you.

What is not covered
- Any car which is not the insured car and any loss or damage if you do not have cover under this section.
- Wear and tear, mechanical, electrical, electronic and computer failure, breakdowns or breakages.
- Compensation for you not being able to use the insured car, any delay where we have to get new parts or accessories or they are unavailable, or the value of the insured car reducing for any reason.
- Any other indirect loss, such as travel expenses or loss of earnings.
- Loss or damage to the insured car by theft or attempted theft if the insured car has been left unlocked.
- Loss or damage to the insured car by theft or attempted theft if the ignition key or other ignition device is left in, on or attached to or left in the immediate proximity of the insured car.
- Loss or damage to the insured car by theft or attempted theft if the engine has been left running.
- Loss or damage to the insured car by theft or attempted theft, unless we have proof that: it is fitted with an insurance approved tracking device and installed in accordance with the manufacturers instructions, and the tracking device is on and working whenever the insured car is left.
Part A
SECTION 2 FIRE AND THEFT CONTINUED

- Loss or damage to the **insured car** by theft or attempted theft if the **insured car** has been left with a window or roof open.
- Loss or damage from repossession of the **insured car** and returning it to its rightful owner.
- Loss or damage from any agreement or proposed transaction for selling or hiring the **insured car** or someone taking the **insured car** by fraud, trickery or deception or attempting to purchase the **insured car** by fraudulent means.
- Loss or damage arising from the **insured car** being taken or driven by a person who is not an insured driver but is a member of the policyholder’s **family or household**, or being taken or driven by an employee or ex-employee unless **you** report the person to the police for taking your car without your consent.
- Loss or damage caused deliberately by **you** or any person driving the **insured car** with your permission.
- Any additional damage resulting from the **insured car** being moved by **you** after an accident, fire or theft.
- Any amount above the limit stated on the **schedule** for fitted entertainment equipment.
- Any storage charges unless **you** tell **us** about them and we agree in writing to pay for them.
- **Personal belongings** unless **you** have cover under Section 5.
- Keys, remote control or security devices (whether lost or stolen) unless **you** have cover under Section 8.
Part A

SECTION 2 FIRE AND THEFT CONTINUED

- Tapes, cassettes, compact and minidiscs, Citizens-Band radios, phones or phone equipment.
- Any loss or damage up to the amount of the excess that appears on your schedule.
- Any satellite navigation equipment or accessories, whether permanently fitted or not, that are not standard accessories.
- Any loss or damage caused by failure to maintain the insured car and safeguard it from such loss or damage.
- Any loss or damage from the insured car being confiscated, disposed of or destroyed by or under order of any government or public or local authority order.
Part A

SECTION 3 ACCIDENTAL DAMAGE

What is covered

We will cover you for loss or damage to the insured car. This includes standard accessories on it or kept in your private garage. We will also pay for loss or damage to the insured car’s fitted entertainment equipment up to the limit stated on the schedule.

We will also insure the following people under this Section.

- Any person employed by a motor garage or similar business, which you do not own, which has the insured car for the purpose of maintenance, repair, testing or servicing.

- Any person employed by a hotel, restaurant or similar business, which you do not own, where the insured car is being parked for you.

What is not covered

Any loss or damage described in ‘what is not covered’ under the Fire and Theft section of this policy. We also do not cover the following:

- Damage to tyres caused by wear and tear, braking, punctures, cuts or bursts.

- Damage caused by frost, unless you have taken care to stop the damage happening and have followed the manufacturer’s instructions to avoid liquid freezing in your car.
Part A
SECTION 3 ACCIDENTAL DAMAGE CONTINUED

New car replacement
If, within one year of you buying the insured car from new and you were the first registered owner, it is:

- stolen and not recovered, or
- damaged so that repairs will cost more than 60% of the manufacturer’s price list (including taxes and the cost of accessories) at the time of the loss or damage;

We will replace the insured car with a new one of the same make, model and specification.

If a replacement car of the same make, model and specification is not available we will, where possible, provide a similar car of identical list price.

New car replacement does not apply if:

- You, or anyone we know who has an interest in the insured car, does not agree.
- The insured car is more than one year old at the time of the loss or damage.
- You were not the first registered owner of the insured car.
- You did not buy the vehicle from new.
- The repairs cost less than 60% of the manufacturer’s price list (including taxes and the cost of accessories).
- You wish to have the claim settled on a cash basis when the most we will pay is the market value of the insured car and its standard accessories at the time of the loss or damage.

We are not liable for the consequences of any delay in getting the replacement car.
Part A

SECTION 4 WINDSCREEN AND WINDOWS

What is covered

We will pay for damage to the insured car’s windscreen or windows. If this is the only damage you are claiming for, your No Claims Discount will not be affected.

The schedule shows the maximum amount we will pay:

- In any one period of insurance if the windscreen or window is replaced or repaired by Highway Glassline (Telephone 0800 678 1010) or
- In any one period of insurance if any other supplier carries out the repair or replacement.

What is not covered

- Any loss or damage if you do not have cover under this Section.
- Damaged sunroofs, roof panels including damage to any part of a convertible hood, lights or reflectors, even if they are made of glass.
- Extra costs for the work to be undertaken outside normal hours, unless the windscreen is shattered, or the driver’s vision or the security of the insured car, is affected.
- The excess, unless you have your windscreen or window repaired rather than replaced. (The excess must be paid direct to the repair or replacement company if your windscreen or other windows are replaced, rather than repaired.)
Part A

SECTION 5 PERSONAL ACCIDENT, PERSONAL BELONGINGS AND MEDICAL EXPENSES

Personal Accident – What is covered
If you, your husband, your wife or your civil partner (as defined in the Civil Partnership Act 2004) are involved in a car accident, we will pay the amounts shown below if, within three months of the accident, it directly causes one of the following:

- Death £5,000
- Total loss of one or more limbs £5,000
- Permanent blindness in one or both eyes £5,000

The most we will pay is the limit for any one cause of death or injury during any one period of insurance. If the injured person is insured by us under any other contract of motor insurance, we will only pay out under one contract. We will only make a payment if the injury or death is directly connected with an accident involving the insured car, and not if it happens while you, your husband, your wife or your civil partner were travelling in or getting into or out of any other private motor car that you do not own and is not hired or leased to you.

Personal Accident – What is not covered
- Any loss if you do not have cover under this Section.
- Anyone who is under 21 or 75 or older at the time of the accident.
- Death or bodily injury caused by suicide or attempted suicide or self-injury.
- Death or bodily injury, if at the time of an accident, you or your spouse or civil partner is driving under the influence of alcohol or drugs or any other substance and this is an offence under the driving laws of the country in which the accident happened.
- Death or bodily injury caused by disease, physical sickness or disability.
- Anyone failing to keep to the law regarding the use of seat belts.

Personal Belongings – What is covered
We will pay up to £100 for personal belongings in your car, if they are lost or damaged because of an accident, fire, theft or attempted theft. If someone else owns the property, you can ask us to settle the claim with the owner of the property. We may need proof of purchase.
Child seat cover
If you have a child seat fitted in your car and your car is involved in an accident, provided you are making a claim under Section 3 of this policy, we will pay for the cost of a replacement of a similar model and standard even if there is no apparent damage, subject to the provision of the purchase receipt for the original item.

Personal Belongings – What is not covered
- Any loss or damage if you do not have cover under this Section.
- Personal belongings covered by any other insurance.
- Money, stamps, tickets, documents, securities, jewellery or furs.
- Goods or samples connected with your work or any other trade, or any container for these things.
- Radios, cassette, compact or mini disc players, MP3 players, tapes or discs, televisions, phones or phone equipment, computers or computer equipment and accessories, computer game consoles or games and accessories, Citizen-Band radios and accessories.
- Keys, remote control or security devices.
- Property taken from an unlocked vehicle or which you have not taken reasonable care to protect from loss or damage.
- The theft of personal belongings unless kept out of sight in the locked boot or other enclosed storage compartment of your car.

Medical Expenses – What is covered
If you or your passengers are injured because of an accident involving the insured car, we will pay up to £150, in addition to the compulsory Emergency Medical Treatment fee (see Section 1), for each person for any medical treatment they receive.

Medical Expenses – What is not covered
Any medical expenses if you do not have cover under this Section.
Part A

SECTION 6 DRIVING ABROAD

Minimum Insurance – What is covered

We provide the minimum cover that applies to the country concerned to allow you to use the insured car covered by this insurance in:

- Any country which is a member of the European Union, Andorra, Iceland, Norway, Serbia and Switzerland.

The minimum cover automatically provided by this contract of motor insurance may vary from country to country.

Minimum Insurance – What is not covered

- Damage to the insured car
- Customs and Excise duty

Cover in addition to Minimum Insurance – What is covered

We will extend your cover to apply to:

- Any country which is a member of the European Union, Andorra, Iceland, Norway and Switzerland.

- The insured car whilst it is being transported by rail, sea or air between countries which you have cover for. If you are travelling by sea, it must be by a recognised sea route and the journey should not take longer than 65 hours.

For up to a quarter of the period of insurance as long as:

- The insured car is taxed and registered within the geographical limits, and
- Your main permanent home is within the geographical limits and your visit abroad is only temporary.
Part A

SECTION 6 DRIVING ABROAD CONTINUED

Cover in addition to Minimum Insurance – What is not covered

- Driving other cars (see Section 1) even if stated on the certificate of motor insurance.
- Customs and Excise duty.
- Use for more than a quarter of the period of insurance.
- Loss or damage in any country which is not a member of the European Union, Andorra, Iceland, Norway or Switzerland.
- Personal Accident, Belongings or Medical Expenses (see Section 5) unless shown on the schedule as applying when the insured car is being used within the geographical limits.
- The insured car, unless it is being used for purposes described in the certificate of motor insurance.
- Any additional accommodation or travel costs or expenses incurred.

Additional information when travelling abroad

The following does not form part of your contract of motor insurance.

- Do take out adequate travel, breakdown and recovery insurance to cover all eventualities, even on a short trip.
- Do not sign an Agreed Statement of Facts form unless you fully understand and agree with its contents. In some countries they are binding agreements of the circumstances of an incident.
Part A

SECTION 7 NO CLAIMS DISCOUNT AND PROTECTED NO CLAIMS DISCOUNT

If this is a yearly contract, and you do not claim under this insurance and you have not been involved in an accident which has or may result in a claim against you, we will give a discount from your renewal premium.

If the insurance covers more than one car, the No Claims Discount will apply separately for each car.

You cannot transfer your No Claims Discount to anyone else.

We will reduce or remove your No Claims Discount, in accordance with the scale below, if we make any payment whatsoever, even if the accident is not your fault, unless we get the money back from someone else.

We may withhold the No Claims Discount in full or part if there are any claims that have not been settled. If we recover all our money, or we have good reason to believe a third-party claim would be unsuccessful, the No Claims Discount would apply again.

No Claim Discount Step Back Table

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<th>Current NCD (Years)</th>
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<th>After 2 Claims (Years)</th>
<th>After 3+ Claims (Years)</th>
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<tr>
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Protected No Claims Discount

If you have a protected No Claims Discount (as shown on the schedule) we will not reduce the Discount if you and/or anyone named on this policy have not had two or more claims on this or any other policy in total in any five consecutive years of insurance.

If you and/or anyone named on this policy have had two or more claims on this or any other policy, the No Claim Discount Protection will be removed at the next renewal date and the number of years no claims discount will be reduced in accordance with the table shown below.

No claims discount protection does not protect the overall price of your insurance policy.

Protected No Claim Discount Step Back Table

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</table>
Part A

SECTION 8 LOCK REPLACEMENT – STOLEN KEY COVER

What is covered

If the keys, lock transmitter or entry card for the keyless entry system of your insured car are stolen, we will pay up to £750 towards the cost of replacing:

- the door and boot locks
- the ignition and steering locks
- the lock transmitter; and
- the entry card

provided that we are satisfied that the identity or location of your insured car is known to any person who may have the keys, transmitter or entry card, and reasonable care is taken to safeguard the keys, transmitter or entry card from loss.

What is not covered

- The theft excess shown on your schedule.
- Any amount in excess of £750.
Part B
GUARANTEED HIRE CAR

The cover provided under Part B only applies if it is shown on the current policy schedule and you have paid the additional premium.

What is covered
If the insured vehicle is damaged (excluding windscreen damage) and is being repaired by a Highway Insurance approved repairer, or is stolen and not recovered and the incident occurs within the territorial limits, we will arrange for a hire car to be delivered to, and collected from, your home address (as described on the schedule), for your use.

- Whilst the insured vehicle is being repaired by a Highway Insurance approved motor vehicle repairer, or
- From when you notify us of the theft claim, until payment has been issued to you in settlement of your claim, in either case not exceeding the hire period.

If, due to circumstances beyond our control we cannot arrange a hire car for you, we may, at our discretion, reimburse your transportation costs up to a maximum of £10 per day for the hire period.

If the insured vehicle has been professionally adapted or converted to carry a driver or passenger with disabilities and another suitable vehicle is not available, we will reimburse your transportation costs to a maximum of £10 per day for the hire period.

Use of the hire car within the territorial limits only.
Part B
GUARANTEED HIRE CAR CONTINUED

What is not covered
The following are not covered under this insurance:

■ All fuel, fares, and fines relating to the hire car whilst in your possession.
■ Any claim which has not been reported to Highway Insurance via our Contact Centre (UK) on 0800 028 9655 within 24 hours of the incident, accident or theft.
■ Any provision of the hire car where the insured vehicle is being repaired by a non-approved repairer.
■ Any provision of the hire car where a hire car is already provided under any other insurance product or related product.
■ Any claim where Highway Insurance do not provide cover under the terms of the motor insurance policy.
■ Any further hire charges incurred after the hire period.
■ Any hire charges for more than three days after payment has been issued to you in settlement of your claim.
■ Any use of the hire car, whilst it is being driven by any person, not covered under the terms of Highway Insurance motor insurance policy.
■ Any excess payable following an accident, fire or theft involving the hire car.
■ Use of the hire car outside the territorial limits.
Part B
GUARANTEED HIRE CAR CONTINUED

How to obtain your Hire Car
If the insured vehicle is involved in an incident, accident or is stolen you must report it immediately (no later than 24 hours) to the Contact Centre (UK) on 0800 028 9655 and to the Police if the insured vehicle has been stolen. We will get the hire car company to contact you to arrange delivery of the hire car.

A fuel deposit is payable by you on receipt of the hire car. This will be refunded upon return of the hire car provided there is no damage and it has a full tank of fuel.

If you wish to upgrade from the hire car provided, you should discuss this with the hire car company, but you will be responsible for any additional cost required.

Terms and conditions
The hire car will be insured under your comprehensive motor insurance policy with Highway Insurance during the hire period. This means that claims arising during the hire period will be made under your motor insurance policy. You must therefore comply with the general exclusions and general conditions of your motor insurance policy during the hire period. The hire car can only be used by you or any person entitled to drive as stated in your current certificate of motor insurance.

Any payments made for any loss or damage to the hire car will be made to the hire car company and you will be required to pay the excess that applies to this contract of motor insurance, to the hire car company.

You will receive a copy of the hire car company’s terms and conditions when the hire car is delivered to you and this will apply as part of these terms and conditions.
CLAIMS HANDLING

We aim to provide you with the best claims service that we can. If you use the services we have put in place to achieve this, we can provide a better service than when the claim is outside our control.

There are some important points that you should be aware of if you are involved in an accident or your car is stolen.

Accident

- You must STOP at the scene of the accident, do not drive away until you have exchanged details with the other party involved.
- Give your name, address and insurance details.
- Get the name, address, phone number, vehicle registration and any other information you can from the other driver or drivers, passengers, witnesses and any attending police officer.
- Note the exact location and any relevant road signs or markings.
- If there is an injury and you did not give your details at the scene, report the incident to the police within 24 hours.

Theft

- Report the theft to the police immediately and take a note of the officer’s name, number, constabulary and crime reference number.
- If you know where the vehicle is after its theft, make sure that it is safe and secure.
CLAIMS HANDLING CONTINUED

Claims Procedure
If any accident, injury, loss or damage occurs you, or your legal representative, must do the following:

Inform us by calling our Contact Centre (UK) on 0800 028 9655 as soon as is reasonably possible. If your claim is for glass only call our glassline on 0800 678 1010.

- Send us, unanswered, every letter you receive about a claim as soon as possible.
- Tell us, as soon as you know, about any prosecution, coroner’s inquest or fatal accident injury.
- Do not admit liability or negotiate a settlement without our written permission.
- Give any information, help and co-operation we need, including going to court if necessary.

We may do the following
- Take over, defend or settle any claims in your name, or that of any other person insured.
- Take action (which we will pay for) in your name, or that of any other person insured, to get back any money we have paid.

Windscreen Damage – Ring 0800 678 1010
(See Section 4)
If you use Highway Glassline the policy limit may not apply. If you use another supplier, we will only pay up to the limit shown on the schedule.

Some windscreen damage can be repaired. If so, no windscreen excess will apply.
Handling Your Claim
(See Sections 2, 3 and 8)

We will do the following:

- Get an agent to take the insured car to the nearest Approved Repairer or another safe place if you cannot drive it.
- Refer you to an Approved Repairer. You can take the car to them or they will collect it and return it to you after an estimate has been prepared.
- Send the car to an Approved Repairer, or another repairer of your choice, if we disagree with the estimate for repairing it provided by a non-approved repairer.
- If the insured car is being repaired by an Approved Repairer from our network, they will endeavour to provide you with a class A courtesy car for the duration of the repair to the insured car. Provision of a courtesy vehicle is entirely at the discretion of the Approved Repairer and is subject to availability. Highway Insurance will not accept any responsibility for losses arising where an Approved Repairer is unable to supply a courtesy car.
- Treat the insured car as stolen if it has not been recovered within 30 working days after you reported the theft to our Contact Centre. It must still be missing when we pay your claim.
- Have your vehicle examined by our own or our appointed engineer.

You must do the following:

- Get our permission before ordering any new part or accessory, and before paying for any transport outside the geographical limits.
- Tell us straightaway if the insured car is stolen and you later get it back, or discover where it is.
- Send us the certificate of motor insurance, the Vehicle Registration document and Department of Transport Test (MOT) Certificate if the insured car needs one, keys and any other documents we ask for before we pay your claim.
CLAIMS HANDLING CONTINUED

Paying Your Claim
(See Sections 2, 3, 4 and 8)

We will do the following:

- Pay the reasonable cost of protecting the insured car.

- Pay the reasonable cost for the insured car to be brought back to the address shown on the schedule. (We will not pay the cost of any transport outside the geographical limits unless we agree to do so first.)

- Entirely at our discretion and subject to payment of the policy excess, arrange to:
  
  a) repair the damage at our Approved Repairer, we may decide to use suitable parts or accessories which are not supplied by the original manufacturer, or alternatively authorise repairs at a repairer of your choice subject to the provision of satisfactory estimates,

  b) pay you the cost of replacing or repairing the damaged parts, including their fitting, or

  c) treat the insured car as a total loss and pay you the market value of the vehicle less the excess just before the loss or damage happened.

- Pay the last known cost shown in the manufacturer’s price list and the reasonable cost of fitting if any lost or damaged part or accessory is no longer available.

- Not pay the whole cost of any repair or replacement that leaves the vehicle in a better condition than before the loss or damage (you will pay part of the cost of the repair or replacement).

- Not refund any premium if the insured car is written off or there is any claim. Once you accept our offer or we have paid the claim (or both) the insured car becomes our property, unless we agree otherwise.

- Settle the claim to the legal owner, up to the market value, if the insured car is part of a hire-purchase or leasing agreement, or belongs to someone else.
CLAIMS HANDLING CONTINUED

- We will not pay the VAT element of any claim if you are registered for VAT.
- If we declare the insured car a total loss (write off), you must pay whatever you owe us before we will pay your claim, or we may take what you owe us from anything we pay you.

You must do the following:
- Pay any excess direct to the repairer when you collect your vehicle.
- Pay the VAT direct to the repairer when you collect your vehicle if you are registered for VAT.
- Reimburse us any amount paid to any repairer in respect of a claim under the contract of motor insurance in relation to the VAT element of the total cost, if you are registered for VAT.
GENERAL EXCLUSIONS

These general exclusions apply to the whole of this contract of motor insurance and describe the things which are not covered. These apply as well as the exclusions shown under ‘What is not covered’ in each of the Sections detailing the cover provided.

This contract of motor insurance does not cover claims arising from any of the following.

1. Any accident, injury, loss or damage that happens while the insured car is being:
   - Used for a purpose which it is not insured for.
   - Driven or in the charge of anyone who is not described in the certificate of motor insurance as a person entitled to drive or who is excluded from driving by any endorsements or covered by another insurance.
   - Driven or in the charge of anyone who does not have a valid driving licence, has not held a driving licence, is disqualified from driving or is prevented by law from holding a licence.
   - Driven or in the charge of anyone who does not meet the terms and conditions of their driving licence as required by DVLA / DVLNI rules and regulations and any relevant law.
   - Driven or in the charge of anyone who does not meet all the conditions described in the endorsements on your schedule and all the general conditions in this policy.
   - Kept or used in an unsafe or unroadworthy condition. (You may be asked to provide details to show the insured car was regularly maintained and kept in good condition.)
   - Kept or used without a current Department of Transport Test (MoT) certificate if one is needed.
   - Kept or used in any way that breaks any security requirements imposed by an endorsement.
   - Used to carry passengers or goods in a way likely to affect the safe driving and control of the vehicle, or
   - Used in or on restricted areas of airports, airfields or military bases.
GENERAL EXCLUSIONS CONTINUED

2 Any liability that you have agreed to accept unless you would have had that liability anyway.

3 Anyone who does not meet all the conditions described in the endorsements on your schedule and all the general conditions in this policy and any other condition of this policy.

4 Any use connected with the motor trade, unless this use is described in the certificate of motor insurance (under Limitations as to Use).

5 Hiring out the insured car for money. (You can accept money from passengers if you give them a lift so long as you do not make a profit, you are not carrying them as part of a business or in the course of your employment, and the insured car has no more than eight seats, not including the driver.)

6 Racing of any description or being used in any contest, competition, rally or speed trial (apart from treasure hunts).

7 The insured car being used on any form of race track, de-restricted toll road (including the Nurburgring) or off-road activity.

8 Any accident, injury, loss or damage caused directly or indirectly by:
   - War, invasion, act of foreign enemy, hostilities (whether war is declared or not), revolution, act of terrorism or similar event.
   - Riot or civil unrest that happens outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.
   - Earthquake.
   - Ionising radiations or contamination from nuclear fuel or nuclear waste or from the burning or explosion of nuclear fuel.
   - The radiation, toxic, explosive or other dangerous properties of any nuclear installation, reactor, or other nuclear assembly or its component part.
   - Any weapon or device using atomic or nuclear fission or fusion or radioactive force or matter.
   - Pressure waves caused by aircraft and other flying objects, or
   - Carrying any dangerous substances or goods.
GENERAL EXCLUSIONS CONTINUED

9 Any liability, loss or damage that happens outside the geographical limits (apart from the cover detailed in Section 6 – Driving Abroad).

10 Any proceedings brought against you outside the geographical limits, unless they result from using the insured car in a country which we have agreed to extend this insurance to cover (see Section 6 – Driving Abroad).

11 Any liability, injury, loss or damage caused directly or indirectly by:
   - pollution, or
   - contamination

   unless the pollution or contamination is directly caused by one incident at a specific time and place during the period of insurance and is:
   - sudden.
   - identifiable.
   - not deliberate.
   - unexpected.

We will consider the pollution to have happened at the time the incident took place.

12 Any death, injury, loss or damage caused directly or indirectly as a result of any deliberate act by you or any person driving the insured car.
GENERAL CONDITIONS

The following general conditions apply to the whole of this contract of motor insurance. These describe your responsibilities, general information and the procedures that apply in certain situations, such as when there is a claim or the contract of motor insurance is cancelled. If you do not meet the terms and conditions of this contract of motor insurance, it could make the cover invalid or mean we will refuse to pay your claim.

Keeping to the Policy Terms

Your premium is based on the information you gave us when your cover started and when you renew it. If any details in your proposal form or statement of fact change, you must tell us as soon as possible. If you are not sure whether you need to tell us about certain facts, you should give us the information anyway, or contact your insurance adviser for advice. You should keep a record of the information you give in relation to this contract of motor insurance. If you did not or do not give full and accurate information, this contract of motor insurance may be invalid and we may refuse to deal with any claim you might make.

This insurance will only apply if:

- the person claiming has kept to all the terms and conditions of this contract of motor insurance; and
- all the information you have supplied is correct and complete to the best of your knowledge and belief.

Misrepresentation.

If you or anyone representing you:

- Provides us with misleading or incorrect information to any of the questions asked when applying for, amending or renewing this insurance;
- Deliberately misleads us to obtain cover, gain a cheaper premium or more favourable terms;
- Provides us with false documents;
- Makes a fraudulent payment by bank account and/or card;
GENERAL CONDITIONS CONTINUED

We may:

- Agree to amend your policy to record the correct information, apply any relevant policy terms and conditions and collect any additional premium due including any premium adjustment charge to cover our administration costs;
- Reject a claim or reduce the amount of payment we make;
- Cancel or void your policy (treat it as if it never existed), including all other policies which you have with us, and apply a cancellation premium charge.

Where fraud is identified we will:

- Not return any premium paid by you.
- Recover from you any costs we’ve incurred.
- Pass details to fraud prevention and law enforcement agencies who may access and use this information. Other insurers may also access this information.

Claims Fraud

If you or anyone representing you:

- Makes a claim or part of any claim that is fraudulent, false or exaggerated;

We may:

- Reject the claim or reduce the amount of payment we make;
- Cancel your policy from the date of the fraudulent act and not return any premium paid;
- Recover from you any costs we’ve incurred relating to the fraudulent claim and any further claims notified after the date of the fraudulent act;
- Pass details to fraud prevention and law enforcement agencies who may access and use this information. Other insurers may also access this information.
Right of recovery
If the law of any country which this contract of motor insurance covers requires us to make payments which, but for that law, we would not otherwise have paid, you must repay the amount to us.

If any claims or other monies are paid to you by mistake for any reason, or a claim has been paid which we later find to be fraudulent, false or exaggerated, you must repay the amount paid to us. If we have refunded any premium following cancellation, we can take any money you owe us from any payment we make.

Care of the Car
The insured car must be covered by a valid Department of Transport Test (MoT) Certificate if you need one by law.

You or any person driving the insured car with your permission, must take care to avoid loss of or damage to the insured car. For example, you should remove it to a safe place as soon as possible if it breaks down. You should also take care of the keys to the insured car to prevent them being lost or stolen.

You must always take the keys out of the ignition and remove them completely when the insured car is left at any time whatsoever (regardless of whether the vehicle is still within your sight) and make sure that you do not leave belongings on display. You should close all the windows and sun-roofs and lock all the doors. Alarms, immobilisers and tracking devices should be turned on when fitted. Endorsements may apply to your cover, setting out other requirements relating to immobilisers, alarms and tracking devices. In these cases, we will need to see evidence that an approved alarm, immobiliser or tracking device has been fitted. These devices must always be on and working whenever the insured car is left.

If you or any person driving the insured car with your permission, do not take care of the insured car and meet any security requirements, this contract of motor insurance may no longer be valid and we may not pay any claim.
GENERAL CONDITIONS CONTINUED

You or any other person covered by this insurance must do the following:

- Protect the insured car from loss or damage.
- Keep the insured car in a roadworthy condition. (You may be asked to provide details to show the insured car was regularly maintained and kept in good condition.)
- Not move or drive the insured car in a way likely to affect safe driving or control or in a way which could cause loss or damage to it.
- Not move or drive the insured car after an accident, fire or theft if to do so may cause additional damage.
- Allow us to examine the insured car at any reasonable time.

Other Insurance

If there is any other insurance covering the same claim, we will only pay our share of the claim, even if the other insurer refuses the claim.
If there is an accident or theft, ring us on
0800 028 9655

If you suffer windscreen or glass damage, call
0800 678 1010

www.highway-insurance.co.uk