

POLICY DOCUMENT



NI January 2012/Version 1.3

Underwritten by Zenith Insurance plc

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HELPLINES FOR NEW CLAIMS NOTIFICATION

24 HOUR ACCIDENT HELPLINE	:0845 600 5330
24 HOUR WINDSCREEN HELPLINE	:0845 600 5330

Private Motor Policy

Our Contract with You

This **policy** is a contract between **us** and **you**.

The contract is based on the information **you** gave as detailed in the **statement of insurance**. **You** must read the **policy, the schedule**, the declaration, **certificate of motor insurance** and any **endorsements** together as they all form part of the contract.

You are insured, subject to the cover selected as shown in the **schedule**, and the terms conditions and exceptions to the **policy**, for liability, loss or damage that occurs as long as **you** have paid, or agreed to pay, the premium and **we** have accepted **your** payment or agreement to pay.

Your cover is effective in United Kingdom, Republic Of Ireland and abroad as specified in Section 4

Nobody other than **you** (the insured) and **us** (Zenith Insurance plc) has any rights that they can enforce under this contract except for those rights that they have under road traffic law in any country in which this insurance applies.

The **policy** is governed by the laws of Northern Ireland unless **you** and **we** have agreed otherwise.



Gary Humphreys
Underwriting Director
Zenith Insurance plc and/or its co-insurers
Whose names and addresses are available
upon request

This **policy** is underwritten by Zenith Insurance plc. Authorised Insurers, registered in Gibraltar No.84085 Registered Office: 846-848 Europort, Gibraltar.

Zenith Insurance plc is licensed by the Commissioner of Insurance in Gibraltar under the Insurance Companies Act to carry on insurance business in Gibraltar and regulated by the Financial Services Authority for the conduct of UK business (FSA Register Number 211787

Zenith Insurance Plc is a member of the Association of British Insurers

Several Liabilities Notice

The obligations of Zenith Insurance Plc and its co-insurers under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of each **insurer's** individual subscription. If any one of the **insurers** does not for any reason satisfy all or part of its obligations the other **insurers** will not be responsible for the defaulting **insurer's** obligations.

The Financial Services Compensation Scheme covers this **policy**. **You** may be entitled to compensation for this scheme if **we** cannot meet **our** liabilities under this **policy**. Further information about the compensation scheme arrangements is available at www.fscs.org.uk or by telephoning 0207 892 7300

Definitions

The words and phrases defined have the same meaning wherever they are used in this policy, the certificate of motor insurance or the schedule and are highlighted throughout in bold print.

Definitions of Words

Accessories	Motoring equipment kept for use with your car . This does not include a caravan or any other form of trailer.
Approved repairer	A motor vehicle repairer authorised by us or our representative to repair your car following a valid claim under Section 1 of this policy.
Car	The motor car/vehicle shown on the certificate of motor insurance and described in the schedule .
Certificate of Motor Insurance	The document you must have as proof that you have the motor insurance to comply with the law.
Courtesy Car	A Car loaned to you by our approved repairer whilst your car is being repaired following a valid claim under Section 1 of this insurance
Endorsement	A change in the terms of the policy and is printed on the schedule .
Excess(es)	The amount you will have to pay towards a claim.
In-car entertainment, communication navigation equipment	Permanently fitted radios, cassette, compact disc or DVD players, telephones, CB radios or visual navigation equipment. Portable items (such as radar detection equipment, personal digital assistants or portable GPS navigators), cassette tapes, compact discs or DVDs are not included within this definition.
Insurer	Zenith Insurance plc.
Market value	The cost of replacing your car with a car of similar make, model, year, mileage, specification and condition as your car was immediately before the loss or damage you are claiming for.
Period of insurance	The period you are covered for as shown in the schedule and any subsequent schedules .
Policy	The documents consisting of this wording, the schedule , the certificate of motor insurance and any endorsements .
Schedule	The document that makes the policy personal to you . It sets out the period of insurance , the details of your car and the level of cover.
Statement of Insurance	The document that gives details of the period of insurance, you , other permitted drivers and all material information relevant to the cover provided. It forms the basis of your contract.
Terrorism	Terrorism is any act including, but not limited to, the preparation of, use of 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 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. Any act deemed by the government to be an act of terrorism.
Third party	Any person who makes a claim against anyone insured under this policy .
We, us, our	Zenith Insurance plc
You, your	The person named as the policyholder on the certificate of motor insurance and the schedule .

Details of Policy Cover

Comprehensive

All sections apply

Section 1 - Loss Or Damage To Your Car

We cover

Part A

Loss or damage to **your car**. This includes **accessories** and spare parts whether on or in **your car** or in **your** private garage, but only if lost or damaged at the same time.

Part B

Loss or damage to **your car** by fire, lightning, theft or attempted theft.

Basis of Claims Settlement

If **your car** is damaged or stolen **we** will, at **our** discretion, pay

- a) the cost of repairing any damage to **your car**; or
- b) an amount in cash equivalent to the value of any loss or damage to **your car**; or
- c) the cost of replacing **your car** with one of a similar type and in similar condition.

The maximum amount **we** will pay will be the **market value** immediately prior to the loss or damage.

If, to **our** knowledge, **your car** belongs to somebody else or is the subject of a hire purchase or leasing agreement **we** will make any payment to the legal owner.

The maximum amount **we** will pay for loss or damage to **In-car entertainment, communication and navigation equipment** is £300 after the deduction of any **excess**, unless it is standard equipment for **your car** when built.

If this equipment forms part of the original vehicle specification and was fitted by the vehicle manufacturer or their authorised dealer at the time **your car** was first registered from new, the amount of cover for any one occurrence, will be increased to a maximum of £750 after the deduction of any **excess**.

We will pay the reasonable cost of taking **your car** to the nearest suitable repairer and, after repair, to **your** address as shown in the **schedule**.

New Car Replacement

We will replace **your car** with a new one of the same make, model and specification (provided it is still available), if within 12 months of the date of first registration as new and **you** have been the first and only registered keeper

- **your car** is stolen and not recovered or;
- the cost of repair or damage covered by this **policy** exceeds 60% of the list price, inclusive of taxes, when **your car** was new.
- the recorded mileage on **your car** not having exceeded 10,000 miles.

In the event that a vehicle of the same make, model and specification is unavailable **we** will settle the claim on the basis of the **market value** of the **insured vehicle** immediately before the loss.

If **we** replace **your car** **we** will then own **your old car**.

Replacement Locks

If the car keys or lock transmitter of **your car** are stolen during the **period of insurance** **we** will pay for the cost of replacing:

- the door locks and / or boot lock;
- the ignition / steering lock;
- the lock transmitter and central locking interface.

Provided it can be established that the identity or the garaging address of **your car** is known to any person in possession of such keys or transmitters

The maximum amount **we** will pay is £300 after the deduction of any **excess**.

Repairs

Repairs are normally undertaken by our **approved repairer**. If you choose to use an alternative repairer :

- **you** will be responsible for paying the first £250 of each claim (in addition to any other **excess** shown elsewhere in the **policy** booklet or on your **Policy Schedule** or in any **endorsement**); and
- **we** will not guarantee the work after **you** have signed a customer satisfaction note and **your car** has been returned to **you** by the repairer; and
- **we** will not pay more than the cost of repairs had the work been undertaken by **our approved repairer**. In these circumstances **we** may at **our** option settle the claim for repairs to **your car** by making a cash payment for the amount quoted by **our approved repairer** less the **excess** which applies to the claim

If parts required for repairing **your car** are not available in the United Kingdom **our** liability for those parts shall not exceed the manufacturers' last United Kingdom list price or if not listed the price of those parts for the nearest comparable car available in the United Kingdom. **We** will not pay the cost of importing parts that are not available in the United Kingdom.

We may at **our** option use parts that have not been supplied by the original manufacturer to repair your vehicle. These parts will be subject to the **approved repairer's** guarantee.

We will not pay the cost of any repair or replacement which improves **your car** to a better condition than it was in before the loss or damage. If this does happen **you** must make a contribution towards the cost of repair or replacement. **You** may be required to contribute to the cost of replaced items such as exhausts or tyres.

Section 1 - Loss Or Damage To Your Car

We Do Not Cover

Part A

- The first £150 of any claim. This will be in addition to any **excess** mentioned on **your schedule** or elsewhere in this **policy**.
- In addition the following accidental damage **excesses** also apply:
 - £250 whilst **your car** is being driven by or in the charge of an insured driver aged 21 - 24 or £150 whilst **your car** is being driven by an insured driver who has held a full UK or full Irish licence for less than 12 months. The **excess** applicable at the time of loss or damage is determined by the age or driving experience of the person driving/in charge of **your car** at the inception date or last renewal date of the policy whichever is the later.
 - Damage to tyres caused by braking or by punctures cuts or bursts
 - Loss or damage where the windows are left open or the doors left unlocked
 - Mechanical, electrical, electronic or computer fault, failure, malfunction or breakdown
 - Loss of use or any losses not directly associated with the incident that caused **you** to claim
 - Any reduction in the **market value** of **your car** following repair
 - Wear and tear or depreciation
 - That part of the cost of any repair or replacement which improves **your car** beyond its condition before the loss or damage occurred
 - The cost of parts that exceeds the manufacturer's last list price
 - Loss or damage to **your car** as a result of fraud or trickery of any kind
 - Loss or damage as a result of confiscation, requisition, detention or destruction by Customs or other officials, any government public or local authority
 - Loss or damage caused by moth, vermin, insects or infestation or by domestic pets
 - Loss or damage arising from **your car** being filled with the wrong fuel
 - Any gradually operating cause
 - The unauthorised taking away of **your car** by **your** employee or a member of **your** family or household or in a close personal relationship with **you** or **your** family or household

Part B

- The first £150 of any claim. This will be in addition to any excess mentioned on **your schedule** or elsewhere in this policy.
- Loss or damage as a result of theft or attempted theft whilst the ignition keys have been left in or on **your car**
- Loss or damage where the windows are left open or the doors left unlocked
- Loss or damage when **your car** is fitted with a manufacturer's standard security device and the device is not operational or is not in use.
- Loss of use or any losses not directly associated with the incident that caused **you** to claim
- Any reduction in the **market value** of **your car** following repair
- Wear and tear or depreciation
- That part of the cost of any repair or replacement which improves **your car** beyond its condition before the loss or damage occurred
- The cost of parts that exceeds the manufacturer's last list price
- The unauthorised taking away of **your car** by **your** employee or a member of **your** family or household or in a close personal relationship with **you** or **your** family or household
- Loss or damage to **your car** as a result of fraud or trickery of any kind
- Any gradually operating cause
- Loss or damage as a result of confiscation, requisition, detention or destruction by Customs or other officials, any government public or local authority

Section 2 - Liability to Others

Part A. Legal Liability to Others

We will pay the amount of damages, claimant's costs and expenses and any other costs agreed between **us** in writing arising from:

- death or bodily injury to any person;
- damage to property;

for which the categories of people listed below are liable at law as a result of an accident during the **period of insurance** involving **your car** or an attached trailer or caravan:

- **You**, and
- any person permitted to drive **your car** under the **Certificate of Motor Insurance** who is driving with **your** permission,
- any passenger in **your car**, and
- any person using (but not driving) **your car** for social domestic and pleasure purposes with **your** permission, and
- the employer or business partner of any person named as a permitted driver on **your Certificate of Motor Insurance** in the event of an accident occurring while the insured **car** is being used for business by that named person as long as **your Certificate of Motor Insurance** allows business use by such person
- the legal representatives of any person who would have been covered under this section.

Part C. Driving Other Cars

We will provide cover under this section (but only if stated in **your Certificate of Motor Insurance**) while **you** are driving with the owner's consent, any private motor car which is not owned by **you** or hired to **you** under a hire purchase agreement, provided that **you** are not covered by any other insurance and the car **you** are driving is in a roadworthy condition.

Driving other cars cover cannot be used to obtain the release of cars which have been seized by, or on behalf of, any government or public authority.

Additionally driving other cars cover will not operate:-

- if the policy is issued in the name of a company or firm, or
- if **your car** is sold or disposed of, or declared a total loss, or
- if the car **you** are driving is owned by or provided by an employer or business partner, or
- if the car **you** are driving is not insured in its own right, or
- outside the United Kingdom or Republic of Ireland, or
- to obtain the release of cars which have been seized by, or on behalf of, any government or public authority

Section 2: We do not cover (Parts A, B and C)

- *Loss or damage caused by an insured person to their own property, or property for which they are responsible, or which is in their custody or control.*
- *Loss or damage to **your car** or any borrowed vehicle.*
- *Death of or bodily injury to any person covered under this section if this arises out of or in the course of his/her employment except where such liability must be covered under the Road Traffic Acts, or*
- *Any decision of a court outside of Northern Ireland, unless the proceedings are brought or judgement is given in a foreign court solely because **your car** was used in that country and **we** had agreed to cover it there.*
- *any amount exceeding £20,000,000, inclusive of costs and expenses, in respect of loss or damage to property for any claim or series of claims arising from one event.*
- *Death of or bodily injury to any person being carried in or on any trailer or caravan, or*
- *Any legal liability if a person who was not driving makes a claim and he/she knew that the person driving did not hold a valid driving licence.*

Part B. Legal Costs and Expenses

If there is an accident that is covered under this insurance **we** may at our absolute discretion consider payment in respect of the following legal costs:

- solicitors fees for representing **you** at any fatal accident enquiry, Coroner's, Magistrates or similar court, and

- the reasonable cost of legal services to defend **you** against a charge of manslaughter or causing death by dangerous or reckless driving.

If **we** agree to pay these costs under this policy the choice and appointment of legal representation and the extent of any assistance that **we** provide will be entirely at **our** discretion. There will be no agreement to pay these costs unless **we** have confirmed this to **you** in writing.

Section 3 – Additional Covers

Part A. Glass in Windscreens and Windows

We Cover

We will pay the cost of repair/replacement of broken glass windscreens or glass windows, without loss of No Claims Discount providing the work is carried out by **our** approved replacement service.

We may at **our** option use parts that have not been supplied by the original manufacturer. If **you** insist that **we** use parts supplied by the original manufacturer even though alternative non –original manufacturer parts are available **you** will be required to pay **us** any difference in the cost of such parts.

If an incident occurs involving the breakage of multiple items of glass **we** will only pay for one piece of glass under this benefit

In the event of an incident likely to give rise to claim for damaged glass please call **our** 24 hour Claims Helpline on 0845 600 5330

If **you** do not use our approved replacement service cover is limited to an amount of £75(after the deduction of any **excess** that applies) in any one annual **period of insurance**, without the loss of No Claims Discount

We do not cover -

- **You** will be required to pay the first £80 of each claim under this section in respect of a replacement windscreen or window. Where the windscreen or window can be repaired and does not require replacement, any claim for repair will be subject to an **excess** of £25
- **We** will not pay claims for mechanical items associated with the window mechanisms of **your car** under this section.
- **We** will not pay the cost of importing parts or items of replacement glass that are not available in the United Kingdom.
- **We** will not pay claims for the repair or replacement of sunroofs, glass roofs, panoramic windscreens, lights/reflectors or folding rear windscreen assemblies under this section
- Loss or damage caused deliberately by **you**.

Part B. Personal Accident

We Cover

We will pay the following amounts for each person if **you, your** legally married spouse or civil partner accidentally receives an injury as detailed below. Payment will only be made if the injury, independently or any other cause, and within 3 months of the accident results in:

Death	£5,000
Complete and permanent loss of sight of one or both eyes	£2,000
Complete and permanent loss of one or more limbs	£2000

Payment will only be made where the injury or death directly results from an accident while getting into, out of or travelling in **your car** (or any other private motor **car** which **you** do not own)

We will make payments to **you** or **your** legal representatives. Payment made under this section will be limited to a maximum of £5,000 in any one **period of insurance** regardless of the number of persons injured or the types of injuries sustained

We will not cover

- policies issued in the name of a company or firm; or
- where the death or bodily injury is caused by suicide or attempted suicide, natural disease or pre-existing physical defect; or
- in respect of death of or bodily injury to the driver at the time of the accident if such person was convicted for driving under the influence of drugs or alcohol at the time of the accident; or
- for death or bodily injury to a person in **your car** if such person had not complied with the law relating to the use of seat belts

Section 3 – Additional Covers

Part C. Personal Belongings

We Cover

Loss or damage to personal belongings occurring during the **period of insurance** while in or on **your car**. This includes the contents of a handbag.

The maximum amount **we** will pay is £100 in respect of any claim or claims arising from one occurrence.

We do not cover

- *mobile telephones*
- *compact discs or cassettes*
- *Money, stamps, tickets, documents and securities.*
- *Personal belongings in an open top or convertible car unless in a locked boot or locked glove compartment.*
- *Goods, samples or equipment carried in connection with any trade or business.*
- *Personal belongings insured under any other policy of insurance.*
- *Any losses not directly associated with the incident that caused **you** to claim*

Part D. Medical Expenses

We cover

Medical expenses occurring as a result of injuries suffered in an accident incurred during the **period of insurance** while in **your car**.

The maximum amount **we** will pay is £100 for each person injured

Part E. Courtesy Car

What is covered

If a valid claim is made under this policy, and **your car** is repaired by one of **our approved repairers**, the repairer will provide **you** with a **courtesy car** (subject to availability) for the duration of the repairs.

If the parts required to repair **your car** are not immediately available to **our approved repairer** we reserve the right to withhold the provision of a **courtesy car** until such time as the necessary parts are available and repair work can proceed.

If **your car** is accepted by **our approved repairer** as being a repairable proposition, but it is subsequently deemed by **us** to be beyond economical repair, **we** reserve the right to withdraw the **courtesy car** immediately.

The **courtesy car** can only be provided subject to availability and will be supplied subject to **our approved repairer's** standard terms and conditions, for use in the United Kingdom only. **Our** aim is to keep **you** mobile rather than the **courtesy car** being a replacement for **your car** in terms of status or performance. The **courtesy car** will normally be a small hatchback of less than 1200cc.

While **you** are in possession of the **courtesy car** for the period whilst **your car** is being repaired, cover for loss of or damage to the car will be provided by this policy in accordance with its terms, **endorsements** and conditions, including **excesses** for which **you** will be responsible. **We** will not make a charge for this cover.

Any accidents or losses while **you** are in possession of the **courtesy car** must be reported to **us** immediately, and may affect **your** No Claim Discount.

Driving of the **courtesy car** will be limited solely to those persons named on your **certificate of motor insurance**, and the use of the car will be restricted to the use described on that certificate.

You are not required to inform **us** when you are supplied with a **courtesy car** from **our approved repairer**.

You must return the **courtesy car** to **our approved repairer** either when **we** ask **you** to do so or if this insurance falls due for renewal and **you** fail to renew it with **us**.

Section 4 – Driving Abroad

We cover

A. Damage to **Your Car** Whilst Travelling Outside the United Kingdom and the Republic of Ireland

This **policy** operates throughout the United Kingdom and the Republic of Ireland including travel by sea between ports in the United Kingdom and the Republic of Ireland. The cover under your **policy** is automatically extended when **your car** is being driven or used in any of the following countries for a period not exceeding 30 days in any one **period of insurance** :

- any other country which is a member of the European Union;
- Switzerland, Iceland, Norway, Gibraltar and Croatia.

Cover applies while **your car** is being transported (including loading and unloading) along a recognised sea, air or rail route between any of the above countries provided that the duration of the journey does not exceed 65 hours under normal conditions.

If you cannot drive **your car** because of loss or damage covered by this **policy**, **we** will pay the reasonable cost of delivering it to **your** address in the United Kingdom. **We** will also pay the amount of customs duty **you** have to pay as a result of loss or damage.

If **your car** will be driven in any of the above countries for a period exceeding 30 days in any one **period of insurance**, cover will only be extended if you notify **us** in advance of **your car** leaving the United Kingdom.

B. Legal Liability Whilst Travelling Outside the United Kingdom or Republic of Ireland

If **your car** is being driven or used outside the United Kingdom or the Republic of Ireland and full cover has not been arranged with **us** in accordance with Section A above, **we** will provide the minimum cover required by local law to allow an insured person to drive or use **your car** in:

- any country which is a member of the European Union;
- any other country whose arrangements meet the requirements of and are approved by the Commission of the European Union.

Section 5 - No Claim Discount

A. No Claim Discount

If **you** do not make a claim within the **period of insurance** the premium for **your car** will be reduced in accordance with **our** no claim discount scale applicable at the time.

You cannot transfer **your** no claim discount to anyone else.

B. Protected No Claim Discount

This cover only applies if stated on **your schedule**.

In the event of a claim under any part of this **policy** **your** no claim discount will not be reduced unless **you** make more than 2 claims in any 5 consecutive **periods of insurance**.

If 3 or more claims occur **your** No Claim Discount will be reduced at the next renewal in accordance with **our** no claim discount scale applicable at the time.

Section 6 - Car Sharing

If **you** carry passengers for social, domestic and pleasure including commuting to and from **your** or **your** passengers' usual place of work and receive a contribution towards **your** costs, **we** will not regard this as constituting the carriage of passengers for hire or reward, or regard **your car** as being hired provided that:

- a) **your** car is not constructed or adapted to carry more than 7 passengers, other than the driver;
- b) the passengers are not being carried in the course of a business of carrying passengers;
- c) the total contributions received for the journey concerned do not involve an element of profit.

Should **you** be in any doubt whether **your** car sharing arrangements are covered by this **policy** **you** should seek confirmation from **us** immediately.

General Conditions

These General Conditions apply to all sections of this Policy.

1. General

We will provide the cover described in this insurance if:

- a) any person claiming indemnity or on whose behalf indemnity is claimed has complied with all of the terms and conditions of the **policy** (including those applied by **Endorsement**)
- b) **your car** is being used or driven in accordance with the terms of the **Certificate of Motor Insurance**

2. **Your** Duty to Prevent Loss or Damage

- a) **You** must maintain **your car** in a safe and roadworthy condition and take all reasonable steps to safeguard against any loss, damage or bodily injury. **Your car** must be covered by a valid Department of Transport test certificate (MOT) if one is required by law.

In the absence of a valid (MOT) test certificate when one is needed by law all cover under Section 1 is excluded

3. Material Facts

If the details upon which this insurance was entered into change **you** must advise us as soon as reasonably possible. These facts are shown in the **statement of insurance** that forms part of this **policy**.

4. Special Conditions

Any Special Conditions shown in **your schedule** apply to all sections of this **policy** unless specifically stated otherwise.

5. Cover When in the Hands of the Motor Trade

Your car must only be driven or used as permitted by **your certificate of motor insurance**. Regardless of this, when **your car** is in the hands of a member of the motor trade for servicing or repair, this insurance continues to operate to protect **you**.

6. Mileage

We reserve the right to establish the mileage on **your car** at any time as **your** premium has been calculated using the annual mileage provided by **you**. Where the annual mileage has been exceeded **your** premium will be increased to reflect the correct mileage and **you** will be responsible for paying the shortfall in premium.

7. Payments Under Compulsory Insurance

If **we** are required to make a payment solely because of the compulsory insurance law of a country to which **your policy** applies, **you** must repay this amount to **us**.

8. **Your** Duty in the Event of a Claim

In the event of a claim **you** must:

- a) notify **us** as soon as reasonably possible (this should be within 24 hours of the incident occurring) with full details of any incident, which may result in a claim and;
- b) notify the police as soon as **you** are aware of any insured property that has been lost or stolen;
- c) take all reasonable steps to recover any lost or stolen property and notify **us** if such property is recovered and / or returned to **you**;
- d) forward to **us** every claim form, writ, summons, legal document, or other communication in connection with any claim, or incident that may give rise to a claim, unanswered and without delay;
- e) provide **us** with all the necessary information and assistance that **we** may require;
- f) not admit liability or make an offer of payment without **our** written consent;
- g) not abandon any property to **us**;
- h) provide all reasonable evidence to support **your** claim.

Any delay in the notification may invalidate **your** right to claim.

9. **Our** Rights in the Event of a Claim

You must recognise **our** right to:

- a) take over and deal with the defence or settlement of any claim in **your** name;
- b) take proceedings in **your** name, but at **our** expense, to recover for **our** benefit the amount of any payment made under this **policy**;
- c) exercise full discretion over the conduct of any proceedings and in the settlement of any claim.

10. Fraudulent or False Claims

If any claim or part of a claim is in any respect fraudulent or if any fraudulent means are used to obtain payment, including inflation or exaggeration of the claim or involve the submission of forged or falsified documents, then this **policy** shall become void and any claim under it will be forfeited. If **we** have already made any payment this must be repaid to **us**.

11. Law and Jurisdiction

This **policy** is subject the laws of Northern Ireland

12. Cancellation

a) If **you** find that this **policy** does not meet **your** needs, return all documents including the **Certificate of Motor Insurance** to MCL Insurance Services Ltd within 14 days of receipt. Provided **you** have not made a claim, **your** premium will be refunded.

b) **You** may cancel this **policy** at any time and all cover will immediately cease from that date. **You** must immediately return the **certificate of motor insurance** to MCL Insurance Services Ltd.

Any premium refund will be calculated on a pro-rata basis less a £25 administration charge provided no claim has been made or has arisen under this **policy** prior to such cancellation during the current **period of insurance**.

c) **We** or MCL Insurance Services Ltd may cancel this policy by giving **you** 7 days written notice to **your** last known address. All cover will cease from that date. **You** must immediately return the **certificate of motor insurance** to **us**.

Any premium refund will be calculated on a pro-rata basis less a £25 administration charge basis provided no claim has been made or has arisen under this **policy** prior to such cancellation during the current **period of insurance**.

13. Other Insurance

If at the time of any incident which results in a claim under this **policy** there is any other insurance covering the same loss, damage or liability, **we** will only pay **our** rateable share.

14. Payment by Instalments

If **you** pay **your** premium by instalments under a credit agreement **you** must pay each instalment when it is due. **We** have only agreed to receive the premium from **your** credit supplier on the condition that, if **you** default in payment of any of the instalments due to the credit supplier, and fail to comply with the resulting statutory notice, **we** or MCL Insurance Services Ltd will have the option to cancel the **policy** in accordance with the cancellation condition set out above. If **we** do so, the sum due from **you** will be recalculated pro-rata based on the actual duration of cover less a £25 administration charge. **You** must pay any balance outstanding. If there has been any overpayment by **you**, this will then be refunded.

15. Total losses

If as a result of a claim **your car** is determined to be a total loss this policy will cease without refund of premium unless **you** change **your car** to another that would normally be acceptable to **us**. In the event of the policy ceasing due to **your car** being a total loss, and there being no replacement vehicle to insure or if there is a replacement vehicle to insure which is unacceptable **us**, all outstanding or overdue premiums must be paid immediately. **We** may at **our** discretion reduce the claims payment by the amount of outstanding or overdue premiums that **you** owe **us**.

General Exceptions

These General Exceptions apply to all sections of this **policy**.

1. Use and Driving

We will not pay for any loss, damage or injury if **your car** is being driven or used;

a) other than for the purposes as specified in your **Certificate of Motor Insurance**

b) on the Nurburgring Nordschleife or any race track, racing circuit or prepared course unless **you** have told **us** about this and **we** have agreed to provide cover

c) by anyone who does not hold a licence to drive **your car** or anyone who has held but is disqualified from holding or obtaining such a licence

d) by or in the charge of any person who holds or last held a provisional driving licence unless that person is accompanied by a full licence holder aged 21 years or over and the accompanying full licence holder has held a full driving licence for at least 3 years, or

e) by, or in the charge of any person who does not meet the terms or conditions of his/her driving licence

f) by anyone driving without **your** permission

g) in an unsafe condition or while carrying an insecure load or while carrying a number of passengers that is likely to affect the safe driving of the vehicle.

h) by any person other than those specified in the **Certificate of Motor Insurance**

i) by anyone who fails to fulfil the terms and conditions of this insurance

j) by **you** or any person insured to drive, should it be proved to **our** satisfaction that the driver was under the influence of alcohol or drugs at the time of such loss or damage occurring. A conviction under the relevant law (including a conviction for failing to supply a specimen of breath, blood or urine) shall be deemed to be conclusive evidence that the driver at the time of the loss or damage was under the influence of alcohol or drugs.

General Exception 1 will not apply

- if **your car** has been stolen or taken away without **your** permission, or
- if **your car** is in custody of a garage for repair or servicing, or
- under General Exception 1a) only, while **your car** is being used for car sharing purposes as defined in Section 6 of this policy.

2. Agreements Made by **You**

We will not pay for any loss, damage or injury as a result of any written or verbal agreement entered into by any insured person unless the liability for such loss, damage or injury would have applied had the agreement not existed.

3. Territorial Limits

We do not cover any accident, injury, loss, damage or liability arising outside Northern Ireland, Great Britain, Republic Of Ireland, Channel Islands or the Isle of Man other than as provided for in Section 4 - "Driving Abroad".

Additionally **we** will not make any payments in respect of any proceedings brought against **you** or judgement passed in any court outside of Northern Ireland, Great Britain, Republic of Ireland, Channel Islands or Isle of Man, unless the proceedings or judgement arise out of **your car** being used in a foreign country which **we** have agreed to extend this insurance to cover and the proceedings or judgement are brought in such country.

4. Deliberate Acts

We will not pay for any loss, damage or injury arising from any deliberate, wilful or malicious acts by **you** or an insured person.

5. Defective Materials

We will not pay for any loss damage or injury arising from faulty workmanship, defective design or the use of defective materials.

6. Terrorism

We will not pay for any harm or damage to life or to property (or the threat of such harm or damage) by nuclear and / or chemical and / or biological and / or radiological means resulting directly or indirectly from or in connection with **Terrorism** regardless of any other contributing cause or event, except as required by the Road Traffic Acts.

7. War Risks

We will not pay for any expense, legal liability or any loss or damage to property directly or indirectly caused by or arising from or contributed to by:

- war, invasion or acts of foreign enemies;
- hostilities (whether war is declared or not);
- civil war, rebellion, revolution, insurrection, military or usurped power;

8. Sonic Bangs

We will not pay for any loss or damage caused by pressure waves from aircraft or other aerial devices travelling at or above the speed of sound.

9. Pollution & Contamination

We will not pay for any loss or damage directly or indirectly caused by pollution and / or contamination.

10. Radioactive Contamination and Explosive Nuclear Assemblies

We will not pay for any expense, legal liability or loss or damage to property directly or indirectly caused by or arising from or contributed to by:

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

11. Earthquake

We will not pay for any injury loss or damage (except under Section 2 - Liability to Others) caused by Earthquake.

12. Riot and Civil Commotion

We will not pay for any injury loss or damage (except under Section 2 - Liability to Others) caused by riot or civil commotion occurring other than in Northern Ireland, Great Britain, Republic of Ireland, Channel Islands or the Isle of Man.

13. Airside

We will not pay for any loss damage or liability while **your** car is parked or is being driven in any part of an airport or airfield set aside for:

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

Data Protection and Sharing Information with other organisations

Data Protection

We are governed by the Data Protection legislation applicable in both the United Kingdom and Gibraltar. Under this legislation we are required to tell you the following information. It explains how we may use your details and tells you about the systems we have in place that allow us to detect and prevent fraudulent applications and claims. The savings that we make help us to keep premiums and products competitive.

Insurance Administration

Information you supply may be used for the purposes of insurance administration by the insurer and its agent, by re-insurers and your intermediary. In assessing any claims made, insurers may undertake checks against publicly available information such as electoral roll, county court judgement, bankruptcy or repossessions. Information may also be shared with other insurers either directly or via those acting for the insurer such as loss adjusters or investigators.

Information on Products and Services

We may use the details you have provided to send you information about our other products and services or to carry out research. We may contact you by letter, telephone or e-mail. Please be reassured that we won't make your personal details available to any companies outside the Markerstudy Group to use for their own marketing purposes. If you would prefer not to receive information from us or those companies who participate in research on our behalf, simply write to the Data Protection Officer at Zenith Insurance Management UK Limited, Chester House, Harlands Road, Haywards Heath, West Sussex, RH16 1LR.

Motor Insurance Database

Your policy details will be added to the Motor Insurance Database (MID), run by the Motor Insurers' Bureau (MIB). MID and the data stored on it may be used by certain statutory and/or authorised bodies including the Police, the DVLA, the DVLNI, 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 the level and incidence of uninsured driving

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

Persons (including his or her appointed representatives) pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID.

It is vital that the MID holds your correct registration number. If it is incorrectly shown on the MID you are at risk of having your vehicle seized by the Police. You can check that your correct registration details are shown on the MID at www.askmid.com

Fraud Prevention, Detection and Claims History

In order to prevent and detect fraud we may at any time share information about you with other organisations and public bodies including the Police. We may check and/or file your details with fraud prevention agencies and databases, and if you give us false or inaccurate information and we suspect fraud, we will record this.

We and other organisations may also search these agencies and databases to:

- Help make decisions about the provision and administration of insurance, credit and related services for you and members of your household;
- Trace debtors or beneficiaries, recover debt, prevent fraud and to manage your accounts or insurance policies;
- Check your identity to prevent money laundering, unless you furnish us with other satisfactory proof of identity;
- In addition we may undertake credit searches and conduct additional fraud searches (this may include requests for copy driving licences, utility bills and other documentation to establish the identity of any person applying for insurance).

Claims History

Insurers pass information to the Claims and Underwriting Exchange Register, run by Insurance Database Services Ltd (IDS Ltd) and the Motor Insurance Anti-Fraud and Theft Register, run by the Association of British Insurers (ABI). The aim is to help us to check information provided and also to prevent fraudulent claims. Under the conditions of your policy you must tell us about any Insurance related incidents (such as fire, water damage, theft or an accident) whether or not they give rise to a claim. When you tell us about an incident we will pass information relating to it to these databases. We may search these databases when you apply for insurance, in the event of any incident or claim, or at time of renewal to validate your claims history or that of any other person or property likely to be involved in the policy or claim.

Other Insurers

We may pass information about you and this policy to other insurance companies with which we either reinsure our business or who are dealing with a claim made under this policy. In addition, information may be passed to other insurance related organisations in common with industry practice. These companies may be located in countries outside

the UK but within the European Economic Area (“EEA”). We may also share data with other group companies who may be located outside of the EEA.

Sensitive Data

In order to assess the terms of the insurance contract or administer claims which arise, we will need to collect data which the Data Protection Act defines as sensitive such as medical history or criminal convictions. We will not use this data except for the specific purpose for which you provide it and to provide the services described in your policy booklet.

On payment of a small fee you are entitled to receive a copy of the information we hold about you. If you have any questions, or you’d like to find out more about this notice you can write to the Data Protection Officer at Zenith Insurance Management UK Limited, Chester House, Harlands Road, Haywards Heath, West Sussex, RH16 1LR .

ADVICE ON HOW TO MAKE A CLAIM

The law

If **you** have an accident which 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 insurance 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 and **you** do not give **your** details at the scene, **you** must report the accident to the police within 24 hours.

At the scene

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

- All the vehicles involved
- The names, addresses and telephone numbers of the other drivers and any of the witnesses
- The number of passengers in each vehicle
- The insurance details of the other drivers
- Injuries caused
- Property damaged and extent of damage
- Police Officer involvement (name, number and constabulary)

Make a rough sketch of the accident scene showing the position of the vehicles before and after the accident.

Do not apologise or admit that **you** were to blame. Do not sign anything at the scene.

Reporting the accident

Report the accident immediately to **our**

24 Hour Claims Helpline 0845 600 5330

and provide **us** with all the information **you** obtained at the scene. **Please call within 24 hours of the accident, but ideally within 1 hour.** This will allow **us** to contact anyone else involved straight away. If **you** were not at fault **we** will attempt to recover any money **we** pay so that **your** no claims discount is not affected.

If **you** were at fault however, **we** will offer to deal with the Third Party's claim to minimise costs

You must send **us** any letter, claim, writ or summons as soon as **you** receive it. **You** must also let **us** know immediately if **you** or **your** legal advisors became aware of any prosecution, inquest of fatal accident enquiry which might be covered under this **policy**.

You or any person claim under this **policy** must not negotiate, admit fault, offer to pay or settle any claim unless **you** have **our** written permission.

Delay in notification may invalidate your right to claim.

Dealing with Claims

We will be entitled to:

- Take over and carry out the defence or settlement of any claims in **your** name or that of any person insured by this **policy** and have full discretion to deal with claims as **we** see fit;
- Take proceedings in **your** name or that of any other person insured by this **policy**, to get back any money **we** have paid
- Any information and help **we** need from **you** or any person insured by this **policy**

24 Hour Windscreen Helpline 0845 600 5330

Approved Repairers

We strongly recommend using one of **our approved repairers**. There are many benefits in doing so

- An additional **excess** applies if **you** do not use an **approved repairer**
- They provide a fast, reliable and professional service
- They will collect **your car** free of charge. While they are repairing **your car**, the repairer will offer **you** a free **courtesy car** subject to availability
- After the repair, **your car** will be returned to **you** having been cleaned thoroughly inside and out.
- **We** will settle the bill for repairs. All **you** need do is pay the **policy excess** direct to the repairer
- The **approved repairer's** work is guaranteed for three years.

If **your car** is not driveable **we** may move **your car** to a safe place while it is waiting to be repaired or disposed of. **You** should remove all personal belongings

Complaints Procedures

We aim to provide a first class service at all times. However, if **you** have any complaint regarding the standard of service **you** have received under **your policy**, the following procedure is available to **you** to resolve the situation.

In the first instance please contact:

The Operations Manager
MCL Insurance Services Ltd
66 Railway Road
Coleraine
Co L/derry
BT52 1PG

We will acknowledge **your** complaint advice within 2 working days of the date of receipt, telling **you** when **you** can expect to receive a response and confirming the representative who will be acting in this matter. **We** aim to resolve complaints within 5 working days. The majority of complaints can be resolved quickly, but occasionally **we** need to make more detailed enquiries. If this is likely, **we** will inform **you** and give a date by which **we** will be able to respond (this will not be more than 10 working days from when **your** complaint is first made).

If **you** are not satisfied with **our** decision or the way a complaint has been dealt with, **you** may ask **your insurer** to review **your** case without prejudice to **your** rights in law. Please contact:

Complaints Handling
Zenith Insurance Management UK Limited
Chester House
Harlands Road
Haywards Heath
West Sussex
RH16 1LR
Tel:0844 874 0630
Email:complaints@zenith-insurance.co.uk

If **you** continue to remain unsatisfied **you** can refer **your** response to

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR

You have the right of referral within six months of the date of your final response letter.

Whilst **we** and **our** UK service providers are bound by the decision of the Financial Ombudsman Service, **you** are not. Following the complaints procedure above does not affect **your** right to take legal action

Customer Feedback

If **you** have any suggestions or comments about **our** cover or the service **we** have provided please write to our UK service providers:

Operational Standards
Zenith Insurance Management Limited
Chester House
Harlands Road
Haywards Heath
West Sussex
RH16 1LR

We also welcome feedback to enable **us** to improve **our** products and services.

Telephone Recording

For **our** joint protection telephone calls may be recorded and monitored by **us**.

Notes

Version 1.3