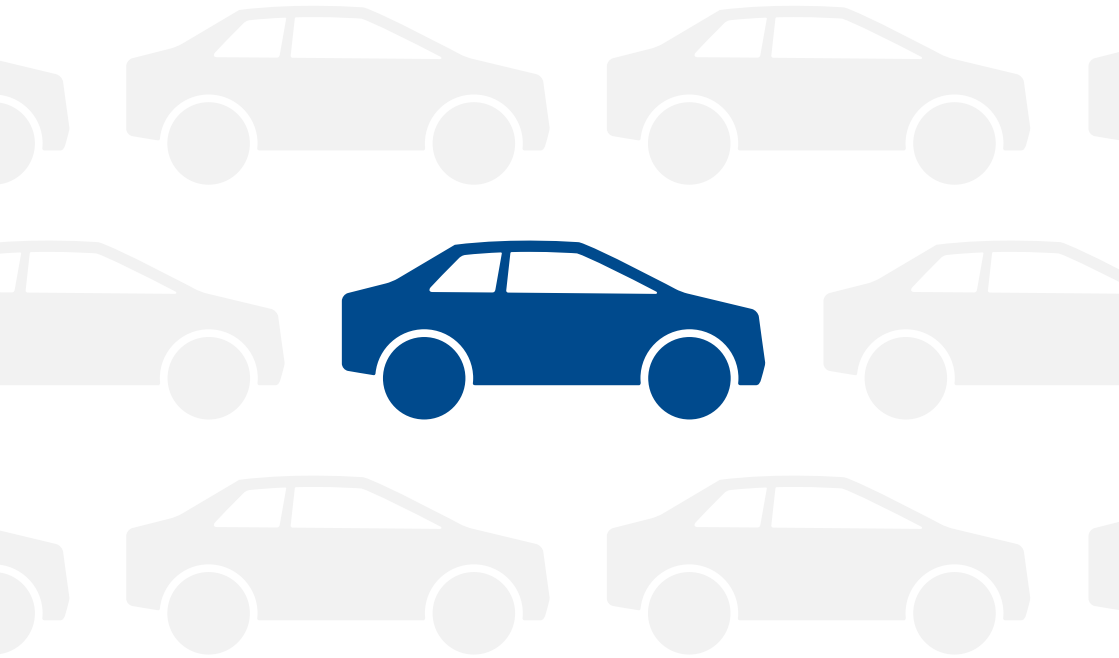


ZENITH

MARQUE



Policy booklet Private car

Introduction to Your Policy

Zenith Marque Insurance Services Limited is pleased to welcome you as a customer. Zenith Marque Insurance Services administers your policy on behalf of Zenith Insurance Plc (the Insurer).

This Policy Document is evidence of a legally binding contract of insurance between you (the Insured) and Zenith insurance Plc (the Insurer).

This contract is entered into on the basis that:

- you have taken all reasonable care to answer all questions asked honestly, accurately and to the best of your knowledge; and
- any other information given either verbally or in writing by you or on your behalf at the time you applied for insurance is also complete; and
- the information supplied has been given honestly and to the best of your knowledge and belief.

The information that you have given to us is shown on your signed proposal form, or statement of fact or statement of insurance but will also include further information given either verbally or in writing by you or on your behalf at the time you applied for insurance.

You must read this policy document, the Policy Schedule and the Certificate of Motor Insurance together. The Policy Schedule tells you which sections of the policy apply. Please check all three documents carefully to make certain they give you the cover you want.

We have agreed to insure you against liability loss or damage that may occur within the geographical limits of the policy during any period of insurance for which you have paid, or agreed to pay the premium. The cover we provide is subject to the terms, conditions and exceptions contained in this policy document or in any endorsement applying to this policy document.

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.

Unless specifically agreed otherwise, this insurance shall be subject to English Law.

The terms and conditions of this policy and all other information concerning this insurance are communicated to you in the English language and we undertake to communicate in this language for the duration of the policy.



Gary Humphreys

Underwriting Director

Zenith Insurance Plc and/or its co-Insurer

QIC Europe Limited.

Authorised Insurers, registered in Gibraltar No 84085. Registered Office: 846-848, Europort, Gibraltar.

Zenith Insurance plc is regulated by the Gibraltar Financial Services Commission and subject to a limited regulation by the Financial Conduct Authority and the Prudential Regulation Authority in respect of underwriting business in the UK (No. 211787).

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

QIC Europe Limited, registered in Malta with registered address at No. 7, 4th Floor, Block C, Skyway Offices, 179 Marina Street, Pieta, PTA 9042, Malta.

QIC Europe Limited is authorised and regulated by the Malta Financial Services Authority (MFSA) to carry on general insurance business in terms of the Malta Insurance Business Act, 1998 and subject to limited regulation by the UK Financial Conduct Authority and the Prudential Regulation Authority in respect of underwriting business in the UK (No. 659521).

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 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.

Calls made to our claim notification lines 0800 072 2050 and 0800 587 0808 from all devices (including mobiles) are free.

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Definitions

Guidance notes

Motor insurance documents are quite complicated, so we have provided guidance notes to help you understand your cover. These notes are not part of the contract.

It is important that the information you give us is accurate, otherwise your insurance may not be valid.

Certificate of motor insurance

The legal document which is evidence that you have the insurance needed by law. This document shows the insured car, who may drive it and the purposes for which it may be used.

Civil Partner

A relationship as defined in the Civil Partnership Act 2004.

Common Law

Co-habiting as a couple without being married.

Consent/Authority/Authorised/Permission

Agreement granted by an appropriate person for an event to take place, when such agreement is given before the event takes place.

Courtesy car

A small class "A" vehicle provided by the Insurers approved repairer on a voluntary basis for the duration of an authorised repair. The provision of a courtesy car is not an automatic entitlement under the policy.

Endorsement

A change in the terms of your insurance. An endorsement does not apply unless the number appears in your schedule.

Excess

The amount you have to pay towards any valid claim under this insurance.

In-car entertainment and navigation equipment

All radios, television sets, cassette players, compact disc players, and navigation equipment permanently fitted to your car. We do not cover citizens' band radios, telecommunications equipment and portable items such as cassette tapes, compact discs, minidisks or any other music-storage device.

Market value/written down value

The cost of replacing your vehicle, if this is possible, with one of a similar make, model, year, mileage and condition.

Panoramic roof

A vehicle roof system manufactured as single or multiple glass, or equivalent, panel(s) designed to cover the entire passenger compartment or the majority of it.

Period of insurance

The length of time covered by this insurance as shown in the schedule.

Retail customer

An individual who is acting for purposes which are outside his trade, business or profession.

Definitions (continued)

Guidance notes

You must read this insurance document together with your schedule and certificate of motor insurance.

The schedule should show details of you and your car and the cover you have asked for.

The Insurer

Zenith Insurance Plc and/or its co-insurers whose name and addresses are available on request.

The schedule

Details of the sections of this insurance document which apply to you.

Terrorism

Any action which contravenes the Terrorism Act 2006.

Unattended

When you or any passengers are not sitting in your vehicle.

United Kingdom

England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

Voluntary work

Unpaid work for a registered charity or similar organisation.

We, us, our

The Insurer.

You, your

The insured person named in the certificate of motor insurance and the schedule.

Your car

The insured car shown in the schedule.

Cover

Guidance notes

Your own schedule will show which parts of this insurance apply to your car as long as you have paid the premium.

Please check that this is the cover you asked for and tell your insurance adviser if you have any questions.

The cover you have chosen is shown in your schedule. We have divided your cover into different sections.

- 1 **Comprehensive** - If you choose comprehensive cover, all the sections of this document apply.
- 2 **Third party fire and theft** - If you choose third party fire and theft, sections 1, 2, 3, 5, 6, 11, 13 and 14 only apply. The cover under section 6 is restricted to loss or damage caused by fire, theft or attempted theft.
- 3 **Third party only** - If you choose third party only, sections 1, 2, 3, 11, 13 and 14 only apply.
- 4 **Fire and theft only** - If you choose fire and theft only, sections 5 and 6 only apply. The cover under section 6 is restricted to loss or damage caused by fire, theft or attempted theft. (You can only have this cover if your car is kept in your locked garage and is not being used.)

If the insurance is not in one person's name, sections 2, 9 and 10 are cancelled.

The general conditions and exceptions apply to all sections of the insurance.

Use

It is important to read your certificate of motor insurance to see how you may use your car. We do not cover certain uses.

Your car will only be covered if you are using it in the way agreed on your certificate of motor insurance, or any endorsements.

Use in connection with voluntary work by any authorised driver is permitted by this insurance.

Your car will not be covered while it is being used for any competition, rally, trial, track day, performance test, race or speed trial (whether between motor vehicles or otherwise). This exclusion applies even if the event is not on a public road and regardless of whether it is authorised by the police or another relevant authority. Cover is also not provided for your vehicle being used on derestricted toll roads. Derestricted toll roads are roads the public can pay to have access to and where speed restrictions are temporarily or permanently suspended (including the Nurburgring).

Section 1

Liability to others

Guidance notes

This section explains the cover available if other people claim against you, for injury to them or damage to their property.

This section covers your employer while you are using your car on business.

Always check that other drivers have valid licences.

We do not have to settle claims under this section if anybody claiming can claim for the same loss on another insurance.

What we cover

Using your car

We will cover any payment that legally has to be made by you for:

- death of or injury to another person; or
- damage to other people's property as a result of an accident arising from your vehicle being used.

Other drivers using your car

We will cover you for the following.

- Another person using your car with your permission as long as this is agreed on your certificate of motor insurance. They will be covered for death or injury to other people, or damaging property. Any passenger in your car will also be given this cover.
- If we think it is necessary, we will arrange for a solicitor to represent anyone covered under this section.

Business use

- If your certificate of motor insurance includes business use or your vehicle is being used for voluntary work by you or any authorised driver, the terms in which we insure you under this section (liability to others) are extended to include any liability attached to a principal by virtue of any contract that you may be under with that principal, as a result of the use of your vehicle.

Legal personal representatives

- If anyone covered by this insurance dies, we will deal with any claim made against their estate as long as the claim is covered by this insurance.

What we do not cover

- a) Anyone who is not driving, but who makes a claim, if they knew the driver did not hold a valid driving licence.
- b) Anyone who is covered by other insurance.
- c) The death of or injury to the driver.
- d) Damage, loss of use or any other loss to:
 - any motor vehicle which is covered under this insurance;
 - any property you or anyone else driving the vehicle owns or is looking after; and
 - any trailer, caravan or vehicle towed by or attached to your car.

Section 1 continued on the next page.

Liability to others (continued)

- e) Death of or injury to any person during the course of their employment, except for the cover we must provide under the Road Traffic Acts or any other laws which apply to motor insurance.
- f) Payment of more than £20 million (including legal costs) for damage to other people's property arising from any one claim or series of claims arising from one cause.
- g) We shall not pay any claims in relation to business use (mentioned above):
 - If we do not have full control over the conduct of any claim that occurs;
 - For death or injury to any employee (or equivalent within the voluntary working sector) of the principal during the course of their employment except for the cover we must provide under the Road Traffic Acts or any other legislation applicable to motor insurance;
 - For any liability which attaches to the principal by virtue of an agreement which would not have attached in the absence of such agreement;
 - For any liability resulting from the negligence of any person other than you, your business partner, director or employee (or equivalent of these within the voluntary working sector); or
 - Where the principal is entitled to indemnity under any other insurance.

Guidance notes

If your certificate allows you to drive a car which you do not own, you will be covered under this insurance, but only for liability to others.

What we cover

We may extend section 1 to cover you while you are driving a motor car you do not own (with the owner's permission), or have not hired or leased, as long as you are not covered by any other insurance. This cover only applies in the United Kingdom. You should consult your certificate and schedule to see whether you have this extension.

What we do not cover

- a) Any loss or damage to the vehicle you do not own.
- b) Any accident which happens outside the United Kingdom.
- c) Any accident which happens when this insurance is not in the name of one person.
- d) Any liability if you no longer have possession of your car, if it has been damaged so much that it is not worth repairing, or if it has been stolen.
- e) Any liability under this insurance if the owner or keeper of the motor car you are driving has not arranged his or her own insurance on the motor car to cover his or her liability to others.

Guidance notes

This section allows you to tow a trailer, caravan or broken-down vehicle.

Only one vehicle may be towed at a time, and cover only applies when the vehicle is attached to your car.

The cover for your car will stay the same, but we will insure the trailer or vehicle being towed only for liability to others.

What we cover

We will extend Section 1 of your insurance to provide cover while your vehicle is towing a trailer, caravan or broken-down vehicle (as allowed by law) which must be attached securely to your vehicle in line with the manufacturer's recommendations.

What we do not cover

- a) Damage or loss to the towed trailer, caravan or broken down vehicle.
- b) Damage or loss of any property being carried in or on the trailer, caravan or broken down vehicle.
- c) A trailer, caravan or broken down vehicle being towed for hire or reward.
- d) Towing more trailers than the number allowed by law.
- e) Towing more than one broken down vehicle or caravan.
- f) Any damage or liability incurred in respect of trailers or caravans unattached at the time of damage or loss (except where they have become temporarily unattached during the course of the journey).
- g) We will not make any payment in relation to the death or injury to any person travelling in a vehicle you are towing unless that vehicle is being towed because it has broken down, other than where we are required to under the Road Traffic Acts or any other legislation applicable to motor insurance.
- h) We will not make any payment in relation to the death or injury to any person travelling in or on a trailer or caravan you are towing other than where we are required to under the Road Traffic Acts or any other legislation applicable to motor insurance.
- i) Loss or damage or liability which is the responsibility of the person driving or steering any vehicle being towed by your vehicle or being towed by a vehicle being driven by you.

Section 4

Guidance notes

Section 4 only applies to comprehensive insurance, and covers damage to your car.

The amount we pay may be different if your vehicle was not registered in the UK from new.

If your vehicle has been imported you must tell us when you arrange cover.

Damage to your car

What we cover

This section only applies to your car.

We will cover you under this section for damage to your car (less any excess which applies).

We will also provide cover for damage to your car's spare parts and fitted accessories supplied by the manufacturer. You must keep the spare parts and accessories with your car and their value must be within the maximum amount we pay.

We will not pay under this section for damage more specifically covered under sections 5 or 6 of this insurance.

We will (at our option) either:

- repair or replace your car; or
- pay you an amount of cash.

The most we will pay

If your car was first registered from new in the United Kingdom, the most we will pay will be its market value immediately before the accident or loss (including its spare parts and accessories).

If your car was first registered from new in a country other than the United Kingdom, and we know about this and have agreed cover, the most we will pay will be:

- the amount shown on your purchase receipt for your car (including spare parts and accessories); or
- the market value of the manufacturer's United Kingdom model with the nearest equivalent specification (including spare parts and accessories);

whichever is lower.

If your vehicle is under a lease agreement the most we will pay is the written down value or the market value whichever is the lesser.

Giving you a new car

If your car is less than one year old and has covered less than 15,000 miles and you have been the first and only registered owner, having bought and registered the car in the UK, we will replace it with one of the same make, model and specification if it has:

- been totally destroyed; or
- suffered damage covered by the policy and the cost of repairing it will be more than 60% of the last UK list price (including car tax and VAT).

Section 4 continued on the next page.

If you agree to use one of our approved repairers you may be entitled to a courtesy car for the duration of the repair.

This is subject to availability of courtesy cars at the repairer and whether your car can be repaired.

Please see page 18 for exceptions to section 4.

Damage to your car (continued)

We can only do this if a replacement car is immediately available in the UK and anyone else who has an interest in your car (for example a hire-purchase company) agrees.

If a suitable replacement car is not immediately available in the UK, the most we will pay is the market value of your car before the accident or loss (including its spare parts or accessories). We can only do this if anyone else with an interest in your car agrees.

Once we have made this payment or provided a replacement, we will be entitled to take ownership of your car.

Courtesy car provision

Following a claim under this section of your policy, you may be entitled to a courtesy car while your car is being repaired. This is subject to:

- us agreeing that the claim is covered under your policy;
- the repairs being carried out by one of our approved repairers; and
- the approved repairer having a car available for you to use.

You will not be entitled to a courtesy car if:

- we cannot repair your car or the cost of repairing your car is uneconomical or
- your policy does not cover the damage.

The courtesy car will be insured on a comprehensive basis (including business use if your policy provides this cover) for the period for which we have agreed you may have the courtesy car. Only you and those drivers permitted to drive under your policy will be covered.

You will be required to pay an excess towards any loss or damage to the courtesy car whilst it is in your possession. The excess payable by you will not exceed that payable by you under the terms of your policy.

If we have provided you with a courtesy car and while your car is being repaired it becomes apparent that we cannot repair your car or that the cost of repair is uneconomical you must return the courtesy car within 2 days of us informing you. If you do not, you will have to pay the hire costs of the courtesy car after this period.

You will have to pay the hire costs if you keep the courtesy car for longer than agreed.

Any hire costs which you have to pay may either be deducted from the settlement we agree to pay you, or added to your excess.

You will have to pay the running costs of the courtesy car (e.g. the cost of fuel) and also any fines or penalties incurred by you, while you are using the car.

Section 5

Guidance notes

Under this section we will provide cover when your car is stolen, damaged by thieves or damaged by fire. You will need to pay the excess shown on your schedule.

If your car is stolen, we will assume that it was in average condition for its age unless you give us other evidence.

You should make every effort to protect your car from theft. Please make sure you keep your keys safe when you are not using your car.

The amount we pay may be different if your vehicle was not registered in the UK from new.

If your vehicle has been imported you must tell us at the time you arrange cover.

Loss or damage to your car by fire or theft

What we cover

This section only applies to your car.

We will cover you under this section if the loss or damage to your car is caused by fire, theft or attempted theft (less any excess which applies).

We will also provide the same cover for loss or damage to your car's spare parts and fitted accessories supplied by the manufacturer. You must keep the spare parts and accessories with your car and their value must be within the maximum amount we pay.

We will not pay under this section for loss or damage more specifically covered under section 6 of this insurance.

We will (at our option) either:

- repair or replace your car; or
- pay you an amount of cash.

Theft of keys

If the keys or key fob for your car are stolen, we will pay the cost of replacing:

- the keys or key fob;
- the door locks or boot lock (or both); or
- the ignition and steering lock.

We will also pay the cost of re-coding or, if necessary, replacing any alarm system your car has.

The most we will pay as a result of theft of keys or key fob is £500 for any one incident.

The most we will pay

If your car was first registered from new in the United Kingdom, the most we will pay will be its market value immediately before the loss or damage (including its spare parts and accessories).

If your car was first registered from new in a country other than the United Kingdom, and we know about this and have agreed cover, the most we will pay will be:

- the amount shown on your purchase receipt for your car (including spare parts and accessories); or
- the market value of the manufacturer's United Kingdom model with the nearest equivalent specification (including spare parts and accessories);

whichever is lower.

Section 5 continued on the next page.

Guidance notes

Loss or damage to your car by fire or theft (continued)

If your vehicle is under a lease agreement the most we will pay is the written down value or the market value whichever is the lesser.

Giving you a new car

If your car is less than one year old and has covered less than 15,000 miles and you have been the first and only registered owner, having bought and registered the car in the UK, we will replace it with one of the same make, model and specification if it has:

- been stolen and not recovered;
- been totally destroyed; or
- suffered damage covered by the policy and the cost of repairing it will be more than 60% of the last UK list price (including car tax and VAT).

We can only do this if a replacement car is immediately available in the UK and anyone else who has an interest in your car (for example a hire-purchase company) agrees.

If a suitable replacement car is not immediately available in the UK, the most we will pay is the market value of your car before the accident or loss (including its spare parts or accessories). We can only do this if anyone else with an interest in your car agrees.

Once we have made this payment or provided a replacement, we will be entitled to take ownership of your car.

Courtesy car provision

Following a claim under this section of your policy, you may be entitled to a courtesy car while your car is being repaired. This is subject to:

- us agreeing that the claim is covered under your policy;
- the repairs being carried out by one of our approved repairers; and
- the approved repairer having a car available for you to use.

You will not be entitled to a courtesy car if:

- we cannot repair your car or the cost of repairing your car is uneconomical or
- your policy does not cover the damage.

The courtesy car will be insured on a comprehensive basis (including business use if your policy provides this cover) for the period for which we have agreed you may have the courtesy car. Only you and those drivers permitted to drive under your policy will be covered.

If you agree to use one of our approved repairers you may be entitled to a courtesy car for the duration of the repair.

This is subject to availability of courtesy cars at the repairer and whether your car can be repaired.

Section 5

Loss or damage to your car by fire or theft (continued)

You will be required to pay an excess towards any loss or damage to the courtesy car whilst it is in your possession. The excess payable by you will not exceed that payable by you under the terms of your policy.

If we have provided you with a courtesy car and while your car is being repaired it becomes apparent that we cannot repair your car or that the cost of repair is uneconomical you must return the courtesy car within 2 days of us informing you. If you do not, you will have to pay the hire costs of the courtesy car after this period.

You will have to pay the hire costs if you keep the courtesy car for longer than agreed.

Any hire costs which you have to pay may either be deducted from the settlement we agree to pay you, or added to your excess.

You will have to pay the running costs of the courtesy car (e.g. the cost of fuel) and also any fines or penalties incurred by you, while you are using the car.

Please see page 18 for exceptions to section 5.

Section 6

Loss of or damage to in-car entertainment and navigation equipment

What we cover

We will cover you under this section for loss of or damage to in-car entertainment and navigation equipment permanently fitted to your car.

- If such equipment is fitted as standard by the manufacturer then you will have unlimited cover but will have to pay any excess which applies.
- If such equipment is not fitted as standard by the manufacturer (i.e. it was fitted after the original registration) the most we will pay to replace or repair the equipment is the market value at the time of the loss or damage up to a maximum of £500. This amount is subject to any excess which may apply.

Please see page 18 for exceptions to section 6.

Exceptions to sections 4, 5 and 6

Guidance notes

Under all contracts some situations are not covered. Please read this section carefully to make sure you understand what cover is not included in your own insurance.

You are not covered for hiring a replacement car.

You must follow the manufacturer's instructions to avoid liquid freezing in the cooling system of your car.

We will not pay for any repairs or replacements which leave your car in a better condition than it was before the incident. If this happens, you will have to pay something towards the cost.

For cover to apply under this insurance if you lend your car to anyone else, you must make sure that you include them as a driver on your certificate of motor insurance.

If you leave your car, it will not be covered if you have not removed the ignition key, closed the windows and sunroof, and locked all the doors. This even applies for short periods, such as in a petrol station.

What sections 4, 5 and 6 do not cover

- a Damage to or theft of phones or two-way radios.
- b An amount of money to compensate you for not being able to use your car and any other expenses you have to pay because of this.
- c Loss of value, wear and tear.
- d Any reduction in the value of your car, including loss of value following damage whether the car was repaired or not.
- e Damage to tyres caused by braking, punctures, cuts or bursts.
- f Damage caused by frost unless you took reasonable precautions.
- g The cost of repairing or replacing parts of the car which improve your car beyond its condition before the loss or damage happened.
- h The cost of repairing or renewing areas which were not damaged in the incident for which you are claiming.
- i The loss of, or damage to, your car resulting from fraud, deception or attempted fraud or deception or by the use of a counterfeit or other form of payment which a bank or building society will not authorise.
- j The amount of any excess shown in your schedule and in section 8 of this document.
- k Mechanical, electrical, electronic, computer or computer software breakdowns, failures, faults or breakages.
- l Loss or damage when your car is left unattended if the last person in charge of your car before the loss or damage happened is not shown on your certificate of motor insurance as allowed to drive.
- m Damage to or loss of your vehicle or its accessories if the vehicle is left unattended unless all ignition keys are removed from your vehicle and all doors, windows and other openings are closed and locked so that your vehicle is fully secured. This applies even for short periods such as in a petrol station.
- n Loss or damage resulting from your car being repossessed by or returned to its rightful owner.
- o Loss or damage caused by an inappropriate type or grade of fuel being used.
- p Loss or damage caused by chewing, scratching, tearing or fouling by domestic pets or caused by vermin, insects, mildew, fungus or any gradually operating cause.
- q Loss or damage caused by poor workmanship.

Section 7

Guidance notes

This section shows the cover you have for damage to glass in your windscreen and windows.

Glass cover only applies to comprehensive insurance - check before you claim.

Please contact Glassline's 24-hour helpline on 0800 587 0808. They will arrange for the repair or replacement.

Glassline will ask for your certificate of motor insurance. If you show them this, you will only have to pay the excess, and VAT if you are registered for VAT. You do not need to do anything else. Glassline will send the account direct to us.

There is an excess on all glass claims - unless the glass is repaired through Glassline.

You can claim for damage to panoramic roofs under Section 4 or 5 provided these sections apply to your policy. Any payment is subject to the policy excess and loss of no claims bonus.

Section 8

If your insurance allows certain drivers under 25 to drive your car, or people who are inexperienced or hold a non-UK licence, you will have to pay the amount shown towards the cost of repair or towards a total loss payment. This applies whoever is at fault.

Any other excesses shown on your schedule will apply as well.

Repairing and replacing glass

What we cover

If you have comprehensive cover you can claim for damage to the glass in your vehicle's windscreen, windows or sunroof.

- If Glassline arrange to replace the glass, you will have unlimited cover but you will have to pay the excess shown on your schedule.
- Unless Glassline arrange to replace the glass, you will only be covered for the reasonable cost of replacing the glass subject to a maximum of £150 less the excess.
- If the damaged glass is repaired, instead of replaced, you will not have to pay the excess, as long as Glassline arrange for the repair.
- If the damaged glass is repaired, instead of replaced, but not through Glassline you will have to pay the excess shown on your schedule.
- As long as there is no other damage, we will pay you under this section and it will not affect your no-claim bonus.
- Any other excess we mention in this document will not apply to glass claims.

**24-hour glass helpline - freephone 0800 587 0808
and have your certificate of insurance available**

What we do not cover

- Damage to panoramic roofs.

Excesses for young or inexperienced drivers

If your car is damaged while a young or inexperienced person (including you) is driving, or is in charge of the car, you will have to pay the first part of the cost as shown below.

This is in addition to any other excesses that you may have to pay.

Drivers	Amount of excess
Under 21	£300
Aged 21 to 24	£200
Aged 25 or over but not holding a full driving licence issued in the United Kingdom	£150
Aged 25 or over holding a full driving licence issued in the United Kingdom, but having held it for less than a year	£150

These amounts do not apply to fire, theft, attempted theft or glass claims.

Guidance notes

This is the cover available for death and injury to you, your husband, your wife, your civil partner or your common law spouse after an accident.

Please read the circumstances where this benefit will not apply.

What we cover

If you, your husband, your wife, your civil partner or common law spouse are injured or die within three months of an accident in your car and as long as the accident is the only cause of the injury or death, we will pay the following amounts:

- a For death - £2,500
- b For loss of any limb - £2,000
- c For permanent blindness in one or both eyes - £2,000

This cover also applies when you, your husband, your wife or your civil partner are travelling in, or getting in or out of, any other private motor car.

The most we will pay for anyone following one accident is £2,500.

We will make this payment to you or your legal representative.

If you, your husband, your wife or your civil partner have any other insurance contract with us, we will only pay out under one contract.

What we do not cover

- a Death or bodily injury caused by suicide or attempted suicide.
- b Incidents unless the insurance is in one person's name.
- c Anyone who was under the influence of alcohol or any drug at the time of the accident.
- d Death or injury if you make a claim under section 1.

Guidance notes

Most of your personal belongings worth up to £100 are covered, but make a note of the items we do not cover under this insurance.

We expect you to take reasonable care of your belongings by always locking the car and keeping your personal items in the boot.

What we cover

We will pay up to £100 for personal belongings in your car if they are stolen or damaged.

What we do not cover

- a Trade goods or samples or any equipment to do with your work.
- b Money, stamps or documents.
- c Any audio equipment, cassettes, records or compact discs.
- d Phones or two-way radios.
- e Theft of items carried in an open or convertible car, unless you keep them securely locked in the boot.
- f Property insured under any other insurance contract, or property you have not reasonably protected.

The personal belongings section only applies once for each event.

Guidance notes

- If you are going abroad on holiday you can take your car to the countries listed for up to 90 days in each insurance year. Please tell your insurance adviser the details of your journey beforehand.

- # We can extend cover to certain other countries. Please ask your insurance adviser to arrange this for you.
- ◆ If you want to use your car abroad for business, you will need to ask your insurance adviser to arrange for your cover to be extended beforehand.

What we cover

Automatic cover

- We will extend your insurance cover to apply in the following countries for up to 90 days in any one insurance year while you are using your car for social, domestic or pleasure purposes. Cover is also included while your car is being transported to and from these countries by rail or by a recognised sea route which takes less than 65 hours.
 - a Any member of the European Union.
 - b Andorra.
 - c Iceland.
 - d Liechtenstein.
 - e Norway.
 - f Switzerland.
 - g Serbia.

If you go over the 90-day period without our permission, cover is reduced to the minimum you need under European Union Directives on motor insurance while your car is in the countries shown above.

Extended cover

- # If we agree beforehand and you pay any extra premium we need, you may extend your insurance to apply to certain other countries covered by the International Green Card System.
- ◆ If we agree beforehand and you pay any extra premium we need, you may extend your insurance to apply while you are using your car abroad for business purposes. We will only agree to extend cover to countries which are covered by the International Green Card System.

If the cover under sections 4 or 5 has been extended to apply abroad we will also cover any foreign customs duty you have to pay as a direct result of the loss of or damage to your car.

Section 11

Guidance notes

- In Spain you need special cover, known as a bail bond.

This bail bond is usually enough to prevent your vehicle being impounded in Spain after an accident.

- * We have explained your Spanish bail bond cover in Spanish in case you need to show it to the authorities there.

Foreign travel (continued)

Spanish bail bond

- Our representatives (in Spain) can act to release your car or you if you or it are held after an accident.

Our representatives can pay up to £1,000 to do this.

If they pay any money under this bond, you will have to refund the amount to us.

- * Autorizamos a la Oficina de Aseguradores de Automóviles de Madrid o sus representantes designados a actuar en nombre de nuestro Asegurado para obtener la liberación del vehículo y/o del Asegurado y/o de la persona autorizada para conducir el mismo de detención oficial como consecuencia de un accidente.

A tal efecto, la Oficina de Aseguradores de Automóviles de Madrid o sus representantes designados queda autorizada por el presente para establecer garantías o depósitos hasta £1000 o 1500 euros en concepto de fianza penal. (La finalidad de esta garantía no es aplicable en casos de multas.)

Section 12

In some circumstances you may have to pay for medical treatment after an accident.

You are covered up to £250 for each person for each accident.

Medical expenses

What we cover

If there is an accident involving your car, we will pay up to £250 to cover the medical expenses of each person who is injured while they are in your car.

Guidance notes

Under this section we will provide a solicitor to represent you if a 'manslaughter' (including corporate manslaughter) or 'causing death by dangerous or careless/inconsiderate driving' charge is brought against you after an accident.

There are limits to the cover we provide.

What we cover

We may provide a legal representative to advise and represent anyone covered under section 1, if proceedings are taken out against that person for manslaughter (including any costs arising from you being prosecuted under the Corporate Manslaughter and Corporate Homicide Act 2007) or causing death by dangerous or careless/inconsiderate driving.

What we do not cover

- a Costs covered by another insurance policy.
- b Proceedings where the driver is under 21 at the time of the accident.
- c Proceedings where the driver is under the influence of alcohol or any drug at the time of the accident.
- d Any costs arising from you being prosecuted under the Corporate Manslaughter and Corporate Homicide Act 2007 in relation to any voluntary work mentioned in section 1.
- e Any fines or penalties imposed as a consequence of a prosecution under the Corporate Manslaughter and Corporate Homicide Act 2007 or any prosecution costs.

Our cover under this section is limited to £5,000 in any one year of insurance (except for costs arising from you being prosecuted under the Corporate Manslaughter and Corporate Homicide Act 2007 which are limited to £5 million in any one year of insurance unless stated otherwise).

We can settle claims (except those arising from you being prosecuted under the Corporate Manslaughter and Corporate Homicide Act 2007 where the limit is £5 million unless stated otherwise) by paying you £5,000 less the costs that have already been paid.

Guidance notes

We will give you a discount on your premium each year if you do not make a claim.

If you make a claim and we cannot recover the amount we pay, we will reduce the bonus even if the event was not your fault.

If you make two or more claims in one insurance year, you will lose all your bonus.

Claims for just glass breakage do not affect your no-claim bonus.

By paying an extra premium you can protect your no-claim bonus. Although your level of no-claim bonus may be protected, this does not mean that your premium will not be increased if, for example, your accident or conviction record justifies this. Your insurance adviser can give you more details.

If nobody makes a claim or notifies us of an incident that may lead to a claim under your insurance during the insurance period, we will give you a discount when you renew your insurance. The discount you will receive will depend on the no-claim bonus scale we are using when you renew your insurance.

If you make a claim or notify us of an incident that may lead to a claim in any insurance period, we will reduce the discount you receive.

If three or more claims are made in any one period of insurance you will lose all your no-claim bonus.

If more than one car is covered by this insurance, we will assess each car individually.

Your no-claim bonus will not be affected if you only claim for a broken windscreen or windows.

You cannot transfer your no-claim bonus to someone else.

Protected no-claim bonus

Depending on certain conditions you may be able to protect your no-claim bonus if you pay an extra premium. Your no-claim bonus is only protected if this is shown on your schedule.

If your no-claim bonus is protected we will not reduce it if you do not make more than two claims during any **three** years of insurance. If three or more claims are made during any **three**-year period we will reduce the discount you receive.

General exceptions

Guidance notes

These general exceptions apply to all sections of your insurance and explain when your insurance will not cover you.

- 1 The driver of your car must be covered on your certificate.
- 2 The driver must not be disqualified from driving.
- 3 Whoever is driving must keep to the conditions of their driving licence.
- 4 This insurance is for the United Kingdom plus the countries described in section 11.
- 5 There is no cover under this insurance within restricted areas of airports.
- 6 Your car must be safe to drive.
- 7 Your car must not be overloaded.
- 8 If you are carrying a load it must be safe.
- 9 If you are towing a trailer with a load, the trailer and load must be safe.
- 10 You can only use your car for the purposes shown on the certificate. You can accept contributions towards petrol as long as you keep to the conditions we set.

These exceptions apply to the whole insurance.

Your insurance does not cover the following

- A Any liability to others, or loss of or damage to any car covered by this insurance when the car is:
- 1 driven by or in the charge of anyone who is driving without your permission or is not included as a driver in the certificate of motor insurance or who is excluded by an endorsement;
 - 2 in the charge of anyone who is disqualified from driving, or who has not held, or who by law is prevented from holding or getting a driving licence;
 - 3 being driven by any person who holds a driving licence but is not complying with any terms or conditions that may apply to that licence;
 - 4 outside the United Kingdom, unless it is allowed by section 11;
 - 5 being used in restricted areas of airports or airfields (we will not pay any claim involving aircraft within the boundary of the airport or airfield);
 - 6 being driven in an unsafe, unroadworthy or damaged condition or does not have a valid MOT certificate when needed;
 - 7 being driven with a load or a number of passengers which is unsafe or greater than the manufacturer's specifications;
 - 8 carrying an insecure load;
 - 9 towing a trailer which is unsafe or has an insecure load;
 - 10 used for a purpose which it is not insured for (as long as you do not make a profit, your employer can pay an allowance for the number of miles you drive, or a passenger can contribute towards the cost of fuel); or
 - 11 being driven outside the limitations of the driver's licence including where you or any appropriate driver is negligently in breach of the Road Safety Act 2006, except where we are required to provide this cover under the Road Traffic Acts or any other legislation applicable to motor insurance.
- B Any result of war, revolution or similar event. Any loss or damage caused by any government, public or local authority legally taking or damaging your property.
- C Any loss or damage caused by:
- earthquake; or
 - riot or civil commotion happening in Northern Ireland or outside the United Kingdom.

General exceptions (continued)

- D Any liability you have accepted by agreement or contract unless that liability would have existed without the agreement.
- E Any loss or damage caused directly or indirectly by:
- ionising radiation, or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from burning nuclear fuel; or
 - the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear material or any part of it.
- F Loss or damage caused by pressure waves from aircraft or flying objects.
- G Loss or damage by pollution or contamination, however caused, other than cover needed by the Road Traffic Acts or any other laws which apply to motor insurance.
- H Any loss, damage, injury or legal liability caused directly or indirectly by terrorism or any similar event. This exception does not apply to the cover we must provide under the Road Traffic Acts or any other laws which apply to motor insurance. This exception does not apply to sections 4, 5, 6 and 7 of this insurance.
- I Any loss, damage, or liability incurred while your vehicle is being used in any form of competition, rally, trial, track day, performance test, timed lap, race or speed trial whether or not your vehicle is on private property, a public road, a private racetrack, roads that have been closed by central/local government for motorsport purposes or a derestricted toll road. (Derestricted toll roads are roads the public can pay to have access to and where speed restrictions are temporarily or permanently suspended including the Nurburgring).
- J We will not provide any cover under this insurance (other than that required by the Road Traffic Acts), if an accident occurs whilst you or any other insured person whilst driving;
- a is found to be over the lawful limit for driving with alcohol
 - b is driving whilst unfit through drink or drugs, whether prescribed or otherwise
 - c fails to provide a sample of blood, urine or breath when required to do so, without a lawful reason.
- In addition we will recover from you or the driver all sums paid (including legal costs) whether in settlement or under a judgment of any claim arising from an accident including damage to your car and any third party claim.
- K Loss or damage caused intentionally by you or any other person covered under this policy or any member of your family, or loss or damage someone else causes with your permission or encouragement.

General conditions

Guidance notes

You must keep to these conditions or your insurance will not be valid. Your insurance only covers people who meet these conditions and all the information you give to us in the proposal form or statement of insurance must be completely true and accurate.

We will not pay any claim which is false or fraudulent.

If your vehicle is broken into, stolen or vandalised you must tell the police.

This is the procedure for reporting accidents and thefts to us. Do not admit an accident or loss was your fault or negotiate a claim without our permission.

- A We will only provide the cover described in this insurance under the following circumstances.
- 1 Anyone claiming cover under this contract has kept to all the conditions in this document and any endorsements.
 - 2 The information you gave on the proposal form or statement of insurance and any declaration is true and complete. If you do not give us accurate information, this could lead to your claim not being paid and/or your insurance not being valid.
 - 3 'Your car' means any car you have told us about and that we have agreed to cover. The car must be your property and registered in your name. If you change the car covered by this insurance or get an extra car which you need cover for, you must tell us in writing beforehand.

We will only provide cover if you have paid the premium.

- B If a claim is made which you or anyone acting for you knows is false, or if you give us incorrect information or fraudulent documents, we will not pay the claim, cover under this insurance will not be valid, and you will lose any premium you have paid. We may also contact the police and/or relevant authority(s) in relation to possible criminal proceedings.
- C After any event which could lead to a claim, tell us immediately by phoning us on **0800 072 2050** or by writing to the address at the end of this document. If any incident involves theft, attempted theft or vandalism you must also report this to the police as soon as the incident is discovered.
- D You must send us any letters, writ or summons as soon as you receive them, together with a filled-in report form. Do not answer any letters, send them straight to us. You must also tell us if you know about any prosecutions involving anyone covered by this insurance. If you have an accident or loss, you must not admit to anyone else that it was your fault or negotiate or refuse any claim unless you have our permission.
- E We are entitled to take full control of any claim and we must be given whatever information and help we need. You must not do anything that will affect our interest in this insurance. We can prosecute or defend any claim in your name.

General conditions (continued)

Guidance notes

You must keep your car in a safe and roadworthy condition and make every attempt to protect it from damage or theft.

If you leave your car, it will not be covered if you have not locked and secured it. This applies even for short periods, such as in a petrol station.

- F If the law in any country to which this insurance applies obliges us to make a payment which we would not otherwise have paid, we reserve the right to recover the amount paid from you or the person, company, partnership or firm that incurred the liability which made the payment necessary.
- G If your car is damaged and a part or accessory cannot be repaired or replaced, we will only pay you the amount shown in the manufacturer's last United Kingdom list price. If we know that your car is an imported vehicle which we have agreed to cover, and the damaged part or accessory has never been available in the United Kingdom, we will only pay the manufacturer's last list price in the country your car came from. We will not pay for the cost of importing any part or accessory needed to repair your car.
- H If your car is under a hire purchase or leasing agreement and it is damaged and cannot be repaired or replaced, we will pay the claim to the owner shown in that agreement.
- I If there is other insurance in force which covers the same loss, damage or liability as our insurance, we will only pay any amount above that provided by the other insurance. This condition does not make us responsible for any amount we would not otherwise have paid under any section of this insurance.
- J You must at all times take all reasonable steps to safeguard your vehicle from loss or damage. You shall maintain your vehicle in efficient and roadworthy condition and your insurer shall have, at all times, free access to examine such vehicle.
- K If you have an accident, you must take all possible steps to protect your car and its accessories and contents. If the damage to your car is covered by this insurance, you must contact us immediately. We will not pay for any further damage you cause if you try to drive your car. One of our approved automotive assessors must inspect your car before repairs are started. We will not be responsible for the cost of any new parts or accessories ordered, or repairs carried out, without our agreement. If we think the repair estimate is unreasonable, we may negotiate a lower estimate or pay for any work that may have been done and move your car to another repairer. We have the right to move your car to a safe storage place without asking you.
- L If we choose, we may arrange for the repairer to use suitable (possibly recycled) parts and accessories that are made by a company other than the manufacturer of your car.
- M You cannot transfer this insurance to anyone else.

General conditions continued on the next page.

General conditions (continued)

Guidance notes

If you are a 'retail' customer, you may cancel the insurance within 14 days of its start without giving any reasons. You will be entitled to a pro-rata refund of your premium, not including any charges to cover costs.

We may cancel the insurance by sending you seven days' notice. You may be entitled to a refund of part of your premium. You may also cancel this insurance by notifying us or your insurance intermediary and you may be entitled to a refund if you have not made a claim.

N Cancelling during the initial period of cover – 'Retail' customers only.

If you have entered into this contract of insurance as a retail customer, you have a right to cancel this insurance. To do this, you must tell us or your insurance adviser within 14 days of the start date (or annual renewal date) of your policy or (if later) the day you receive the policy documents and supporting information. Cancellation will take effect from the date we receive your notice to cancel but cannot be backdated.

If you choose to cancel the insurance policy during this initial period of cover, provided you have not made any claims in the current period of insurance, and you are not going to make a claim, you will have to pay 'pro-rata' rates for the period of time you have had insurance cover. Further charges may include a proportion of any commission paid to your insurance adviser and a proportion of any fees charged by your insurance adviser, sufficient to cover their costs.

O This insurance may also be cancelled in the following circumstances.

We or your insurance advisor may cancel this policy by sending seven days' notice to your last known address where there is an exceptional or valid reason for doing so. We will refund the part of your premium which applies to the period of the insurance you have left.

We will make a deduction for any administration costs we have incurred.

If we or your insurance adviser cancel this insurance because you have not paid the full premium no refund will be given. We will not give a refund if anyone has claimed in the current insurance period. It is a serious offence under section 143 of the Road Traffic Act 1988 to use, or allow any person to use a motor vehicle on a road without a valid motor insurance policy in force.

Exceptional or valid reasons may include but are not limited to:

- You do not pay the premium or an instalment when you have been notified that an outstanding amount is required by a specific date.
- you or anyone else covered by this insurance has not met the terms and conditions in this document of motor insurance including those shown on your schedule.
- you have not provided the requested documentation (e.g. evidence of your current address, proof of no claims bonus) or provided access to your driving licence details as held by the appropriate authority.
- a change in your circumstances means that we can no longer provide cover.

General conditions (continued)

Guidance notes

- where we identify misrepresentation or fraud or any attempt to gain an advantage under this insurance to which you are not entitled.
- use of threatening or abusive behaviour or language or intimidation or bullying of our staff or suppliers.
- where the circumstances of a new claim, or an incident we have become aware of mean that we no longer wish to provide cover.
- if as a result of a claim under this insurance you have not co-operated with our reasonable request for any documents and/or information, we may no longer wish to provide cover.
- You can cancel this insurance after the initial period of cover set out in N above. Cancellation will take effect from the date we receive your notice to cancel, or a date in the future that you have specified, but cannot be backdated. If you have not made any claims in the current period of insurance, and you are not going to make a claim, we will work out a charge for the time you have been covered using our short-period rates shown below. We will refund any amount we owe you.

Period of time you have had the cover, up to:	Refund of premium
One month	80%
Two months	70%
Three months	50%
Four to five months	40%
Six months	30%
Seven months	20%
More than seven months	0%

- P If you pay your premium by instalments and have paid a deposit premium, if we then do not receive an instalment when it is due, we will send you seven days' notice of cancellation. You must pay the full amount you owe before the seven days are up. If you do not pay the full amount, we will cancel the insurance immediately. It is a serious offence under section 143 of the Road Traffic Act 1988 to use, or allow any person to use a motor vehicle on a road without a valid motor insurance policy in force. If your vehicle is lost or damaged and cannot be repaired or replaced and the loss or damage is covered by this insurance, you must pay all the premium you owe. We will have the right to take any premium you owe from the amount of the claim.

General conditions continued on the next page.

General conditions (continued)

Guidance notes

You must tell your insurance adviser immediately if there are any changes to the information you have given us. If you do not do this, your insurance cover may not be valid.

Q You must tell us as soon as possible about any changes which could affect your insurance and which have happened since the cover first started or since you last renewed it. If you do not tell us about these changes, your insurance may not cover you fully or at all. If you are not sure whether any facts are important, please ask your insurance adviser. Here are some examples of changes you should tell us about.

- A change of car - including getting an extra car. We will need full details of your new car, which must include information about the country in which it was first registered if this was different to the United Kingdom.
- A change in the way you use your car.
- A change of address.
- A change of occupation, including any part-time work.
- Convictions and prosecutions.
- A change in the main driver of the car.
- Details of drivers you have not told us about before.
- Details if you or anyone who will drive develop any medical conditions.
- All changes you make to your car, if these make your car different from the manufacturer's standard specification.

Without affecting the condition relating to cancellation we shall be entitled to increase or reduce the premium and/or vary the terms, conditions and exceptions of this policy in respect of the unexpired term of this insurance to adequately reflect the alteration in the risk.

R This insurance does not give rights to any person other than you (the insured person) unless we say differently elsewhere in this document.

S Unless we have agreed otherwise with you, this insurance is governed by the law applying in the particular country in the United Kingdom you live in. If there is any dispute over which law is to apply to this insurance it will be English law. We will not cover any payments that are awarded by a court in a country outside of the United Kingdom unless your cover has been extended to that country under section 11 of this insurance.

T If your vehicle is lost or damaged and cannot be repaired or replaced, and the loss or damage is covered by this insurance, when we settle your claim your vehicle will become our property. We will not refund any premium for the period of insurance you have left but we may decide to let the cover continue for a replacement vehicle.

If your vehicle is a 'write-off' and we offer to settle your claim, this insurance will end for your vehicle when you accept the payment. The insurance can only be transferred to a replacement vehicle if we give our permission.

Very important if you have an accident

Guidance notes

Please follow these instructions if you need to make a claim.

Your insurance adviser will send you a claim form and give you advice.

You must report all accidents to us immediately.

What to do if you have to make a claim

- 1 **Do not drive away.** You must stop if any person or animal has been hurt, or if any vehicle or property has been damaged.
- 2 Ask for the names and addresses of any other drivers or pedestrians. If there is another driver involved, ask for the name of his or her insurer and for their insurance policy or certificate number.
- 3 If the accident damaged another vehicle, property or animal, you must give your name, address, vehicle registration number and show your insurance certificate to anyone who needs it. If anyone other than you is injured, you must show your insurance certificate to the police.
- 4 Write down the names and addresses of any witnesses.
- 5 Draw a diagram of the scene. Show as much detail as possible - include:
 - the position of all the cars before and after the accident;
 - the speeds and distances;
 - road names and layout;
 - where witnesses were standing;
 - any obstructions to your or other road users' view; and
 - anything that could be relevant to the accident.
- 6 **Do not admit you were at fault in any way or offer to make a payment.** If any other person does this remember to report it to us.
- 7 You must report all accidents, particularly those involving personal injury, to us immediately. You can phone if necessary. You may also be asked to complete an Accident Report Form.
You will need to answer all the questions on the form and sign and date it.
- 8 If you receive any writ, summons or correspondence from anyone else or their representative, send it to us immediately. You must tell us if there is going to be any police action.

How to make a claim

If you need to tell us about an incident involving damage to or loss of your car, please phone us immediately on 0800 072 2050. Calls made to or from this number and other numbers at the Insurer may be recorded for training and monitoring purposes.

Very important if you have an accident continued on the next page.

Very important if you have an accident (continued)

You should phone this number even if your policy does not cover the damage.

If we are asked to repair your car, we will do this if the damage is covered by the policy and one of our approved assessors has inspected the damage.

We promise to:

- do our best to sort out your claim with as little paperwork as possible; and
- start the repair process immediately.

To help us process your claim, please make sure you have your policy details to hand when you contact us. We will also need you to tell us the precise details of the incident.

Travelling outside the UK

If you are travelling abroad and need to let us know about a claim, please contact your insurance broker or intermediary or alternatively phone our local agents on 0044 1252 820161.

Accidents abroad

You may be asked to complete a European Accident Report Form (Constat Amiable D' Accident Automobile) if you are involved in a road traffic accident within the European Union.

Before signing make sure that the boxes are ticked and the comments and diagram are correct. You will be given a copy which should be sent to us as soon as possible. **This document can be legally binding in certain countries and you should not sign anything you do not understand.**

Your policy does not provide for roadside assistance.

You must report the accident immediately to us.

Our Service Commitment

Guidance notes

We aim to provide you with a high standard of service but, if you are dissatisfied in any way, this information explains exactly how to proceed.

What to do if you have a complaint

We are dedicated to delivering a first class level of service to all of our policyholders. However, we accept that things can occasionally go wrong and would encourage you to tell us about any concerns you have so that we can take steps to make sure the service you receive meets your expectations in the future.

If a dispute regarding your policy or claim arises and cannot be resolved by reference to your insurance intermediary the following explains the procedures for resolving your complaint:

The resolution of complaints in relation to your policy (or any claim made under it) is delegated to our service providers in the United Kingdom, Zenith Marque Insurance Services Ltd. If you have a complaint, please contact our service providers at the address below:

Zenith Marque Insurance Services Limited
Prospect House, Thanet Way, Whitstable CT5 3FD
Email: zenithmarque@markerstudy.com

When contacting Zenith Marque Insurance Services Limited please provide:

- A policy number and/or claim number
- An outline of your complaint
- A contact telephone number

Our service providers will make every effort to resolve your complaint by the end of the third working day after receipt. If they cannot resolve your complaint within this timeframe they will acknowledge your complaint in writing within five working days of receipt and do their best to resolve the problem within four weeks by sending you a final response letter. If they are unable to do so, they will write to advise you of progress and will endeavour to resolve your complaint in full within the following four weeks. If they are still unable to provide you with a final response at this stage, they will write to you explaining why and advise when you can expect a final response. At this point you may refer your complaint to The Financial Ombudsman Service at the following address:

The Financial Ombudsman Service
Exchange Tower,
London E14 9SR.

Email: complaint.info@financial-ombudsman.org.uk

What you should know

You may go directly to the Financial Ombudsman Service when you first make your complaint, but the Ombudsman will only review your complaint at this stage with our consent. However, we are still required to follow the procedure stated above.

If you have received a final response but are dissatisfied, you have the right of referral to the Financial Ombudsman Service within six months of the date of your final response letter. You may only refer to the Ombudsman beyond this time limit if we have provided our consent.

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:

Zenith Marque Insurance Services Limited
Prospect House, Thanet Way, Whitstable CT5 3FD

We always 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.

Endorsements

<p>Endorsement Number</p>	<p>These are the full wordings of all endorsements, please refer to your schedule to see which endorsements apply to your policy. Your schedule will show the full details of vehicles, values or drivers which apply to the relevant endorsement(s).</p>
<p>DT1</p>	<p>Driving Tuition</p> <p>1. Applies to all sections of your policy</p> <p>Your policy is extended to provide cover when your vehicle is being used for driving tuition or driving test purposes. When your vehicle is being used for these purposes, the driver under instruction or examination must be accompanied by a Driving Standards Agency (DSA) Approved Driving Instructor (ADI), Prospective Driving Instructor (PDI) or Test Examiner. It is a General Condition that your vehicle must be fitted with active Dual Controls at all times, otherwise your policy cover is inoperative.</p> <p>Your policy is extended to cover your vehicle when it is driven by or is for the purpose of being driven by an unlicensed driver aged fifteen or over, provided that they are accompanied by a DSA Approved Driving Instructor or Trainee Driving Instructor at all times, and the vehicle is only used where a driving licence is not required by law.</p> <p>Your policy is extended to provide cover for you and/or your employees permitted to drive by the current Certificate of Insurance against your/their legal liability to pupils driving under instruction when you or that employee are using your vehicle as an instructor whilst a passenger, for the purpose of Driving Instruction.</p> <p>Use of your vehicle for social, domestic and pleasure purposes is excluded for drivers aged under twenty five.</p> <p>2. Applies only to Section 8 of your policy</p> <p>Whilst your vehicle is being driven, or is for the purpose of being driven, in the charge of a pupil under instruction or examination accompanied by a registered Driving Instructor or Driving Test Examiner, Section 8 of your policy does not apply.</p>
<p>DT2</p>	<p>Driving Tuition (Name)</p> <p>1. Applies to all sections of your policy</p> <p>Your policy is extended to provide cover when your vehicle is being used for driving tuition or driving test purposes. When your vehicle is being used for these purposes, the driver under instruction or examination must be accompanied by a Driving Standards Agency (DSA) Approved Driving Instructor (ADI), Prospective Driving Instructor (PDI) or Test Examiner. It is a General Condition that your vehicle must be fitted with active Dual Controls at all times, otherwise your policy cover is inoperative.</p> <p>Your policy is extended to cover your vehicle when it is driven by or is for the purpose of being driven by an unlicensed driver aged fifteen or over, provided that they are accompanied by a DSA Approved Driving Instructor or Trainee Driving Instructor at all times, and the vehicle is only used where a driving licence is not required by law.</p> <p>Your policy is extended to provide cover for you and/or your employees permitted to drive by the current Certificate of Insurance against your/their legal liability to pupils driving under instruction when you or that employee are using your vehicle as an instructor whilst a passenger, for the purpose of Driving Instruction.</p> <p>Use of your vehicle for social, domestic and pleasure purposes is excluded for drivers aged under twenty five other than the person(s) named above.</p> <p>2. Applies only to Section 8 of your policy</p> <p>Whilst your vehicle is being driven, or is for the purpose of being driven, in the charge of a pupil under instruction or examination accompanied by a registered Driving Instructor or Driving Test Examiner, Section 8 of your policy does not apply.</p>

Endorsements (continued)

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ET1	<p>UK Scheme</p> <p>Section 9 of the policy is deleted and does not apply.</p> <p>Section 11 of the policy is amended to the following:</p> <p>European Union compulsory insurance</p> <p>This insurance provides minimum cover you need to meet the laws relating to compulsory motor insurance while your vehicle is in:</p> <ul style="list-style-type: none"> • Any country which is a member of the European Union; • Andorra, Iceland, Liechtenstein, Norway, Switzerland or Serbia; and • Any country which agrees to meet European Union Directives on motor insurance and which the Commission of the European Union is satisfied has made arrangements to meet the requirements of these directives. <p>Full cover as shown in the schedule is only provided when the vehicle is in the United Kingdom.</p>
HH1	<p>Track Day</p> <p>What is covered: Damage caused to the insured vehicle is covered under Section 4 of the policy for Track Day events subject to a policy excess of £2,000, which will be reduced to £1,000 if evidence of previous Track Day experience can be proven. All cover is excluded if:</p> <ol style="list-style-type: none"> a) the vehicle is being used for racing; b) any damage following any irresponsible act or acts of negligence including deliberate acts that are contrary to the compliance with the circuit rules or Association of Racing Drivers' Schools (A.R.D.S.) instructor's tutorials/instructions; c) the vehicle is not being used in accordance with the organiser's procedures; d) any paint chipping damage is caused by going into a gravel trap or off road; e) the insured is under the influence of alcohol or intoxicating drugs; f) the event is not organised by a member of the Association of Track Day Organisers (A.T.D.O.), Association of Racing Drivers' Schools (A.R.D.S.), Vehicle Manufacturer or The Mini Action Day at Castle Coombe Circuit; g) the pre-event checks have not been carried out.
HH2	<p>Increased Benefits – In-car Entertainment and Navigation Equipment</p> <p>Under Section 6 of your policy the monetary limit is increased to the amount shown in the schedule (less any excess that applies).</p>
HH3	<p>Increased Personal Belongings</p> <p>Under Section 10 of your policy the monetary limit is increased to £2,000 (less any excess that applies).</p>
HH4	<p>Agreed Value</p> <p>Notwithstanding anything contained in Sections 4 or 5 to the contrary, the insured value is agreed as the replacement value of the insured vehicle providing that the last declared value reflects its true current condition. If the condition at the time of a loss is found to be significantly different from that declared when the last vehicle valuation was submitted to us, then this policy will revert to a market value basis.</p>
HH5	<p>Driving Other Car Benefit Excluded</p> <p>It is hereby declared and agreed that Section 2 of your policy booklet is cancelled.</p>

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Endorsements (continued)

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<p>HH6</p>	<p>Cancellation General Condition O is replaced by: O) This insurance may also be cancelled in the following circumstances: We or your insurance adviser may cancel this policy by sending seven days' notice to your last know address where there is an exceptional or valid reason for doing so. We will refund the part of your premium which applies to the period of the insurance you have left. We will make a deduction for any administration costs we have incurred. If we or your insurance adviser cancel this insurance because you have not paid the full premium, then we will work out the refund on a pro rata basis. We will not give a refund if anyone has claimed in the current insurance period. It is a serious offence under section 143 of the Road Traffic Act 1988 to use, or allow any person to use a motor vehicle on a road without a valid motor insurance policy in force. If you wish to cancel this insurance, cancellation will take effect from the date we receive your notice to cancel, or a date in the future that you have specified, but cannot be backdated. There will be no refund of premium. Exceptional or valid reasons may include but not limited to:</p> <ul style="list-style-type: none"> - You do not pay the premium or an instalment when you have been notified that an outstanding amount is required by a specific date. - you or anyone else covered by this insurance has not met the terms and conditions in this document of motor insurance including those shown on your schedule. - You have not provided the requested documentation (e.g. evidence of your current address, proof of no claims bonus) or provided access to your driving licence details as held by the appropriate authority. - a change in your circumstances means that 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. - use of threatening or abusive behaviour or language or intimidation or bullying of our staff or suppliers. - where the circumstances of a new claim, or an incident we have become aware of mean that we no longer wish to provide cover. - if as a result of a claim under this insurance you have not co-operated with our reasonable request for any documents and/or information, we may no longer wish to provide cover.
<p>HH7</p>	<p>Laid Up Cover All Sections of your policy booklet except 5 and 6 are cancelled. Sections 5 and 6 also exclude loss or damage occurring whilst the Insured Vehicle is: a) being driven under its own power; or b) on a road to which the public have access.</p>
<p>HH8</p>	<p>Restriction of Cover It is hereby declared and agreed that Sections 9, 10 and 12 of your policy are cancelled.</p>

Endorsements (continued)

Endorsement Number	These are the full wordings of all endorsements, please refer to your schedule to see which endorsements apply to your policy. Your schedule will show the full details of vehicles, values or drivers which apply to the relevant endorsement(s).
HM1	<p>Alarm/Immobilisation</p> <p>It is a requirement of your policy that, from inception, your vehicle is fitted with an approved alarm and immobilisation device or an approved immobilisation device (please contact your intermediary for details of approved devices).</p> <p>We will not provide cover under Section 5 of your policy in respect of theft or attempted theft of your vehicle shown above unless:</p> <ul style="list-style-type: none"> a) it has been fitted with an approved alarm and immobilisation device or an approved immobilisation device. If the above were not fitted by the vehicle manufacturer then a copy of the installation certificate has to be sent intact to us when you submit your claim; and b) the device was activated and working efficiently at the time of loss; and c) all keys used to activate/deactivate the alarm and immobilisation device or immobilisation device fitted to your vehicle have to be sent intact to us when you submit your claim.
HM2	<p>Tracking/Satellite</p> <p>It is a requirement of your policy that, from inception of your policy, your vehicle is fitted with an approved Tracking/Satellite device, (please contact your intermediary for details of approved devices).</p> <p>We will not provide cover under Section 5 of your policy in respect of theft or attempted theft of your vehicle shown above unless:</p> <ul style="list-style-type: none"> a) it has been fitted with an approved tracking/satellite device. If this was not fitted by the vehicle manufacturer then a copy of the installation certificate has to be sent intact to us when you submit your claim; b) the device was activated and working efficiently at the time of loss; c) all subscriptions are paid up to date; and d) the tracking/satellite company is notified by you or the last authorised person in control of your vehicle, within four hours of the discovery of the loss.
HM3	<p>Overnight Garaging Endorsement – (Registration Number)</p> <p>We will not provide cover under Section 5 of your policy in respect of theft or attempted theft of your vehicle shown above unless:</p> <p>Between the hours of 10pm to 7am your vehicle is kept in a locked and secured building and your vehicle is</p> <ul style="list-style-type: none"> a) at your private dwelling place; or b) at any other address specifically agreed by us; and <p>if your vehicle is kept within one half-mile radius of a) or b).</p>
HM4	<p>Excluded Use on Race Circuits</p> <p>Your policy cover is inoperative and of no effect whilst your vehicle is being used on a race circuit and/or any land prepared for such usage.</p>

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Endorsements (continued)

Endorsement Number	These are the full wordings of all endorsements, please refer to your schedule to see which endorsements apply to your policy. Your schedule will show the full details of vehicles, values or drivers which apply to the relevant endorsement(s).
HM5	<p>Mileage Limitation – p.a. (mileage selected)</p> <p>Your policy cover is inoperative and of no effect if your vehicle is driven in excess of the number of miles shown above.</p> <p>You must provide us and/or your intermediary with a mileage declaration at inception of your policy and at each subsequent renewal or when any change of vehicle occurs (for both vehicles) or at the time of any claim.</p>
HM8	<p>Track Day Cover</p> <p>Your policy is extended to provide cover under Section 4 of your policy whilst your vehicle is being used on a race circuit and/or any land prepared for such usage.</p> <p>There is no cover under Sections 1-3, 5-7, 9-13 whilst this extension is operative.</p> <p>Cover under Section 4 is subject to the following criteria being met:</p> <p>a) The event must be organised by a member of the Association of Track Day Organisers (A.T.D.O.) or the Association of Racing Drivers' Schools (A.R.D.S.) or the Federation of Auto-Moto Event Organisers (F.A.E.O.).</p> <p>and</p> <p>b) The event is non-competitive.</p> <p>If previous experience of driving on an approved race circuit can be provided we will not be responsible for the first £1,000 of damage to your vehicle.</p> <p>or</p> <p>If previous experience of driving on an approved race circuit cannot be provided we will not be responsible for the first £2,000 of damage to your vehicle.</p>
LC1	<p>Loss and Damage Sections 4 and 5 – Agreed Market Value</p> <p>The definition market value on page 6 is deleted and replaced by the following:</p> <p>The agreed market value of your vehicle is the current value in accordance with the basis agreed between you and Firebond PLC and following the issue of the agreed statement of condition certificate.</p>
LC2	<p>No-claim Bonus</p> <p>Section 14 of your policy is deleted and replaced by the following:</p> <p>Your policy has been issued based on the details of your previous driving record notified to us. In the event of a claim being made under this policy, this discount will be reduced or removed at the next renewal.</p>
LC3	<p>Personal Effects and Rugs</p> <p>If your vehicle is either an open top, convertible or soft top, cover under Section 5 is only effective on such items mentioned above when lost or damaged due to Fire, Theft or Attempted Theft whilst contained in the locked boot of your vehicle.</p>
M6	<p>Excluding drivers under 25 or with less than 12 months' experience</p> <p>We will only provide cover when your vehicle is being driven by, or is in the charge of, any person 25 or over and who holds a full UK driving licence which has been issued for at least 12 months.</p>
M7	<p>Warranted Immobiliser</p> <p>You must fit an electronic engine immobiliser to your vehicle. The immobiliser must be working at all times when you leave your vehicle. If the engine immobiliser is not working we may not deal with your claim.</p>

Endorsements (continued)

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P03	Excluding drivers under 25 We will not provide any cover if your vehicle is being driven by, or is in the charge of, anybody under 25.
P05	Damage excess – £(amount) We will not pay the amount shown above for the first part of any claim you make under Sections 4 or 6 of your policy booklet. This amount is in addition to the excesses shown in Section 8 of your policy booklet.
P13	Fire and Theft only – vehicle laid up You have told us that your vehicle is laid up and out of use in your garage. Cover is reduced from the date we receive the current certificate of motor insurance. We are only liable for loss or damage caused by fire, theft or attempted theft (referred to in Sections 5 and 6 of your policy booklet). To have fire and theft only cover, your vehicle must be kept in your locked garage and you must not use it. If cover is reduced to fire and theft only for more than 30 consecutive days we will take 75% of the premium (except as a result of damage or loss covered by this insurance) for the period of reduced cover from your next renewal premium.
P14	Cover suspended in full – (Registration Number) You have told us that your vehicle is not on a public road and is not being used. Cover is suspended in full from the date we receive the current certificate of insurance. All cover provided by this insurance is suspended and your vehicle must be kept in your locked garage and you must not use it. If cover is suspended for more than 30 consecutive days we will take 80% of the premium (except as a result of damage or loss covered by this insurance) for the period of suspension from your next renewal premium.
P15	Noting interest of owner – (Name) Your vehicle is owned by the person or organisation named above.
P17	Driver to be accompanied – (Name) We will not provide cover while your vehicle is being driven by, or is in the charge of, the person(s) named above unless that person is accompanied at all times. The accompanying person must be 25 or over and must hold a current full UK driving licence which has been issued for at least three years. These restrictions do not apply if the accompanying person is a Department of Transport approved driving instructor or examiner.
P18	Vehicle Adapted – (Registration Number) We will only provide cover if your vehicle is suitably adapted to meet the needs of a disabled person named on the schedule.
P30	Excluding driving other cars Section 2 of your policy booklet is cancelled.
P53	Theft excess – £(amount) We will not pay the amount shown above for the first part of any claim for loss or damage caused by theft or attempted theft. This excess will not apply to claims under Section 10 of your policy booklet.
P55	Use in Eire You are covered to use your vehicle in Eire.

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Endorsements (continued)

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P82	<p>Fire and Theft excess – £(amount)</p> <p>We will not pay the amount shown above for the first part of any claim for loss or damage caused by fire, theft or attempted theft. If Section 10 of your policy booklet applies to your policy it will not be subject to this excess.</p>
P98	<p>Protected Taxi NCD 1-3 Years</p> <p>If you have protected 1, 2 or 3 years no-claim bonus we will not reduce it provided you make no more than one claim during the year.</p>
P2B	<p>Driver to be accompanied – (Name)</p> <p>We will not provide cover while your vehicle is being driven by, or is in the charge of, the person(s) named above unless that person is accompanied at all times. The accompanying person must be 21 or over and must hold a current full UK driving licence which has been issued for at least three years. These restrictions do not apply if the accompanying person is a Department of Transport approved driving instructor or examiner.</p>
P4A	<p>Taxi Scheme Endorsement</p> <p>a) The following sections of the private car policy booklet are cancelled: Section 2 – driving other cars, Section 9 – personal accident benefits, Section 10 – personal belongings.</p> <p>b) There is no automatic overseas cover under Section 11. You must notify your insurance adviser in advance of any intended trip abroad. Any extension of cover abroad will be at our option and an extra premium may be required.</p> <p>c) The benefits detailed under the heading 'Giving you a new car' in Sections 4 and 5 of your policy booklet do not apply to this insurance.</p>
P5A	<p>Changes to Section 6</p> <p>Section 6 of the private car policy booklet is amended as follows: The loss of or damage cover provided under Section 6 is restricted to sound receiving or reproduction equipment, two-way radios, metering equipment and signs up to the maximum value shown in the schedule. Exception a to Sections 4, 5 and 6 does not apply to damage to, or theft of, two-way radios.</p>
P6C	<p>Imported Vehicles</p> <p>The following apply to your vehicle:</p> <p>a) the benefits detailed under the heading 'giving you a new car' in Sections 4 and 5 of your policy booklet do not apply to this insurance.</p> <p>b) the most we will pay under Section 7 towards replacement of windscreen or vehicle glass is £500 if you ask Glassline to replace the glass. If you do not ask Glassline to replace the glass the most we will pay will be £150. We will not pay the glass excess, as shown in your schedule, for any windscreen/glass replacement claim regardless of who you ask to replace it.</p> <p>c) provision of a courtesy car is not guaranteed.</p>
PB5	<p>TPPD Indemnity Limit of £5m</p> <p>The limit of liability in respect of Third Party Property Damage under Section 1 (Liability to others, What we do not cover), is amended to £5,000,000 in respect of any vehicle notified to us.</p>

Endorsements (continued)

Endorsement Number	These are the full wordings of all endorsements, please refer to your schedule to see which endorsements apply to your policy. Your schedule will show the full details of vehicles, values or drivers which apply to the relevant endorsement(s).
PC3	Corporate Manslaughter and Corporate Homicide Act 2007 – Unlimited Cover The cover in relation to a prosecution under the Corporate Manslaughter and Corporate Homicide Act 2007 provided under Section 13 (Legal costs) is extended to provide unlimited costs in relation to any one claim or series of claims arising from one cause.
PC4	Corporate Manslaughter and Corporate Homicide Act 2007 – £10m Cover The cover in relation to a prosecution under the Corporate Manslaughter and Corporate Homicide Act 2007 provided under Section 13 (Legal costs) is extended to provide costs up to £10m in relation to any one claim or series of claims arising from one cause.
PC6	Corporate Manslaughter and Corporate Homicide Act 2007 – Cover Removed The cover in relation to a prosecution under the Corporate Manslaughter and Corporate Homicide Act 2007 provided under Section 13 (Legal costs) is removed from your policy.
PD3	Excluding drivers under 30 We will not provide cover when your vehicle is being driven by, or is in the charge of, any person under 30.
PD4	Excluding drivers under 30 or with less than 12 months' experience We will only provide cover when your vehicle is being driven by, or is in the charge of, any person 30 or over and who holds a full UK driving licence which has been issued for at least 12 months.
PE6	Protected No-claim Bonus This insurance includes a protected no-claim bonus under Section 14 of your policy booklet.
PW2	Glass Excess (£70) The excess applicable to claims made under Section 7 of your policy booklet is £70.
PW9	Glass Damage Limit – (Registration Number) Section 7 of your policy booklet is deleted and replaced with the following – What we cover If you have comprehensive cover you can claim for damage to the glass in your vehicle's windscreen, windows or sunroof. If Glassline arrange to replace the glass, the most we will pay will be £500 and you will only have to pay the excess shown on your policy documents. Unless Glassline arrange to replace the glass, you will only be covered for £150 less the excess shown on your schedule. If the damage is repaired, instead of replaced, you will not have to pay the excess. As long as there is no other damage, we will pay you under this section and it will not affect your no-claim bonus. Any other excess we mention in this document will not apply to glass claims.

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Endorsements (continued)

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PX2	<p>Deluxe Cover</p> <p>The cover provided under the following sections is increased:</p> <p>Section 6 – we will pay up to £1,000 (cover remains unlimited if the equipment is fitted as standard).</p> <p>Section 9 – we will pay £5,000 for death, £4,000 for loss of any limb and £4,000 for permanent blindness in one or both eyes.</p> <p>The most we will pay for anyone following an accident is £5,000.</p> <p>Section 10 – we will pay up to £250 for personal belongings in your vehicle if they are stolen or damaged.</p> <p>The passage marked 'Theft of Keys' (Section 5) is amended and cover is unlimited for any one incident.</p>
PX3	<p>Guaranteed No-claim Discount</p> <p>Your no-claim discount will not be reduced if you make a claim under this policy. However, we may take account of claims when calculating your premium.</p>
PZ1	<p>Economy Cover</p> <p>The following sections of the Private Car policy booklet are cancelled: Section 2, Section 9 and Section 10.</p> <p>The passages marked 'Giving you a new car' (Section 4 and 5) and 'Theft of Keys' (Section 5) are also cancelled.</p> <p>Section 6 is amended and the amount covered is reduced to £300.</p>
Q2	<p>Fire excess – £(amount)</p> <p>We will not pay the amount shown above for the first part of any claim for loss or damage caused by fire. This excess will not apply to claims under Section 10 of your policy booklet.</p>



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