

CAR INSURANCE

ABC Insurance
Policy wording



**Please keep
this wording safe**

DEBENHAMS

WELCOME TO ABC INSURANCE

Thank you for choosing ABC Car insurance. We hope you'll be happy with the cover and service you get from us. This booklet tells you everything you need to know about your insurance, please keep it safe with your schedule and certificate of insurance.

A little bit more about us...

ABC is part of LV=. ABC and ABC insurance are registered trademarks and trading styles of the Liverpool Victoria Group of Companies. LV= is a registered trademark of Liverpool Victoria Friendly Society. You can find out more about us at www.abcinsurance.co.uk

YOUR CAR INSURANCE POLICY

You should read this policy, the schedule, endorsements and certificate of motor insurance as one contract. It is our agreement with you, based on the information you give to us and on the information in your proposal or statement of insurance.

In return for your premium we will give you insurance for liability, loss or damage which happens during the period of insurance stated on your schedule. This will be in line with the sections of this policy document, which are shown as operative on your schedule.

The laws that apply to this contract

Unless we agree with you to apply the laws of another country, English law will apply to this contract. All communications will be in English.

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DEFINITIONS

The following words or phrases have the same meaning wherever they appear. These meanings apply to the whole policy unless otherwise stated.

Broker	The person or company who has issued these documents on our behalf and who sold you this policy.
Certificate of motor insurance	Legal evidence of your insurance. It is one part of the contract of motor insurance. It shows the cars we are insuring, who may drive the insured car (where 'any authorised driver' is stated, refer to the schedule for restrictions), what it may be used for and the period of insurance.
Green Card	The International Motor Insurance Card. This is the document that some countries need as proof of compulsory insurance.
Main driver	The person who drives your car most of the time whether for social purposes or for travel to and from a place of business, duty or study.
Market value	The cost at the date of the accident or loss of replacing your car, if possible, with one of a similar make, model, age, condition and mileage. We will usually ask an engineer to give us advice about the market value of the insured car, refer to guides of car values and any other relevant sources.
Policy document	This policy document, which sets out the details of cover and all the terms and conditions which apply. It is one part of the contract of motor insurance.
Schedule	Forms part of the contract of motor insurance and confirms details of you, the insured car(s) and the cover which applies.
Standard accessories	Accessories made available for the car by the manufacturer as optional extras and for which a receipt must be provided. Standard accessories do not include modifications to the insured car, signwriting or any other accessory fitted to it not provided by the vehicle manufacturer.
Track days	Driving or use on a motor racing track, circuit, airfield, derestricted toll road or at an "off road" event.

We, our, us	Liverpool Victoria Insurance Company Ltd.
Your car	The insured car (including its accessories and spare parts). This is shown on your schedule. As well as any motor car which is loaned or hired to you under our Motor Damage Claims Service or by a member of the Motor Trade while the insured car is in the custody of the Motor Trader for service, repair or MOT. In Section 3 of your document of insurance it also includes a trailer, caravan or broken-down motor vehicle while they are attached to your car for towing.
You, your	The person named as the policyholder on the schedule and certificate of motor insurance.

IMPORTANT INFORMATION

How we use your personal information

This explains how we collect, use and store your personal information. This includes any personal information given to us about other people named on the policy, quote or claim.

We want you to be confident about how we use your personal information. As a regulated company and information controller we take our responsibilities for the security and management of your personal information seriously. That's why we invest in our systems and processes to ensure that the way we collect, use, share, and store your information meets both the regulatory and our own high standards.

Who we are and how to contact us

Liverpool Victoria Insurance Company Limited is the controller of your personal information and is part of the LV= group of companies. For more information visit [LV.com/terms/lv-companies](https://www.lv.com/terms/lv-companies).

If you have any questions about how we process your personal information please get in touch with us at: GI Customer Support, LV=, County Gates, Bournemouth, BH1 2NF or email us at: GICustomerSupport@LV.com.

You can also contact our Data Protection Officer: Data Protection Officer, LV= County Gates, Bournemouth, BH1 2NF or via email at dpo@LV.com.

IMPORTANT INFORMATION CONTINUED

Information we collect

We only ask for information that we need, and have strict controls to keep it safe. We collect your personal information to provide our products and services (eg handling your claims) to you. Without the information we ask for, we can't give you a quote or insurance policy and it may affect the outcome of any claims you make. Personal information we collect will be held in digital and/or paper files. We collect personal information such as name, address, date of birth, criminal convictions, health, and claims history. We'll also collect information which relates to the things you want to insure (for example your house or vehicles).

We collect personal information about everybody named on your policy, quote, incident or claim when you:

- ask for a quote or apply for a policy
- buy and/or use a product or service
- ask us a question
- make, or inform us of a claim or incident
- update your personal details
- change your cover
- register a complaint
- take part in market research (eg customer satisfaction surveys)

How we use and share your personal information

The personal information we ask for will be used by us and third parties who process information on our behalf. This includes organisations who administer your policy, service your claims and reinsurers.

Legal grounds for processing personal information

We collect your personal information to provide our quotes, products and services to you.

As a regulated financial services organisation we're required to comply with legal and regulatory obligations such as the prevention, detection and reporting of fraud and other financial crime.

IMPORTANT INFORMATION CONTINUED

We'll process personal information for our legitimate interests, when we have a business reason to do so, to:

- develop, improve, and personalise our products, pricing and services
- enhance our customer service, experience, and relationship (eg customer and market research, business analysis, provide relevant product and service information)
- help detect and prevent fraud and financial crime
- develop and improve our administration, security systems and insurance applications
- share it with third parties in the event of organisational change (eg if we bought or merged with another organisation)
- share personal information with other LV= companies

If we need your consent to process personal information we'll ask for this first. You can withdraw your consent at any time.

We'll ask for your consent (or next of kin's), to obtain any medical / health information we need. In an emergency we'll manage claims until you or someone else is able to act on your behalf.

Automated decision making and profiling

We use automated decision making to help determine the prices, policy terms, relevant products/services, when you research or ask for a quote, buy insurance, make any changes, renew or make a claim. We may also profile you based on your personal information and that provided by third parties. Profiling may be used to help determine the likelihood of a claim or policy transaction being fraudulent.

Profiling will also be used to enhance our understanding of you and to inform our business decisions (eg product design, pricing, customer journeys or marketing strategy).

Please see the personal information rights section below.

IMPORTANT INFORMATION CONTINUED

Multiple policies at the same address

We may provide a discount if there is more than one policy at the same address. This could result in anyone at the address who has a policy or quote with us then being made aware that someone else living there also has insurance with us.

International transfers

In the event that we process personal information outside the UK, the processing in those locations is protected by UK and European data standards.

Where your claim occurs abroad we will also send data to the necessary service providers and agencies as required to service your claim.

Financial crime & fraud prevention agencies

The personal information we have collected will be shared with crime prevention agencies who will use it to prevent financial crime and fraud and to verify your identity. If financial crime or fraud is detected, you could be refused certain services, finance or employment. Where we suspect financial crime or fraud, we may cancel any policies you have with us, not be able to pay any claim or offer you the requested product or service. We may share relevant information with crime and fraud prevention agencies, law enforcement agencies and other relevant organisations.

Regulatory bodies

Your personal information will be used or disclosed as required to regulators to monitor and enforce our compliance with any regulation.

Claims and Underwriting Exchange and other databases

You must tell us about any claim or accident, even if it wasn't your fault. We'll share this information and your personal details with databases such as the Claims and Underwriting Exchange (CUE). We may search these databases when you apply for insurance, make a claim or renew your policy, to validate your claims history (or that of any other person or property likely to be involved in the insurance or claim).

IMPORTANT INFORMATION CONTINUED

Credit search and identity check

In order to process your application we'll supply your personal information to credit reference agencies (CRAs) and they'll give us information about you, such as about your financial history. We do this to assess creditworthiness, check your identity, manage your account, trace and recover debts and prevent fraud and other financial crime.

We'll also continue to exchange information about you with CRAs on an ongoing basis, including about your settled accounts and any debts not fully repaid on time. CRAs will share your personal information with other organisations. Your data will also be linked to the data of any joint applicants or other financial associates you have.

The identities of the CRAs and the ways in which they use and share personal information are explained in more detail at experian.co.uk/crain, callcredit.co.uk/crain and equifax.co.uk/crain.

Brokers

If we get your details from an insurance broker, your personal information (eg policy details, claims, payment, suspected fraud and other financial crime information) will be shared with them.

Partner or affinity associations

If you get a quote or buy through one of our partner or affinity associations, we may pass some of your personal information back to them (eg policy details, claims, membership and suspected fraud and other financial crime information).

Incidents or claims

When you tell us about an incident or claim we'll share this with relevant agencies and appropriate service providers. We'll also collect information from anyone else involved as necessary, eg claimant, witnesses or police.

Public information

We may use public information (such as electoral roll, county court judgements, vehicle taxation status, MOT status, bankruptcy or repossessions).

IMPORTANT INFORMATION CONTINUED

Industry databases

We'll check and exchange information with industry databases, such as:

- credit reference company data (eg credit scores)
- geographical (eg flood scores, information about a location)
- demographics (eg modelled data on household incomes, credit reference agency scores)
- insurance and claims history (eg previous claims, No Claim Discount)
- motoring conviction history (eg DVLA MyLicence service)
- information about what you want to insure or make a claim for (eg vehicle repair history, vehicle finance data, property information, building council tax band)
- financial crime and fraud prevention databases (also refer to financial crime and fraud prevention agencies section)
- claims compensation and recovery databases (eg reimbursement of NHS costs resulting from an accident)

Specialist services we use

We use other companies to provide some services, eg banks and building societies, breakdown and recovery agents, claims adjusters, claims suppliers, legal service providers, communication services, debt recovery agencies, marketing, fraud and other financial crime investigation services etc. They'll be given the personal information they (or their sub-contractors) need to manage their service.

Market research agencies

We may share your personal information with market research agencies who will conduct market research and business analysis on our behalf.

Reinsurers and reinsurance brokers

We may need to share any personal information, including policy, claims, medical, and suspected fraud and other financial crime information, with our reinsurers and reinsurance brokers. Reinsurers provide insurance policies to insurance companies. Insurance companies engage a reinsurance broker to advise and assist in arranging a re-insurance policy.

IMPORTANT INFORMATION CONTINUED

Other insurers

When necessary we share your personal information with other insurers if you make a claim, to verify that the information you've provided is correct and prevent financial crime and fraud. If you move to a new insurer we may confirm certain details about your insurance to them. We'll only do this if we're sure it's a genuine request.

DVLA

If you give us a driving licence number when getting a motor insurance quote, we'll pass it to the DVLA MyLicence service to verify the status of the licence and entitlement. We'll then get any relevant restriction information, endorsements and / or conviction data.

Motor Insurance Database

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

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

If you're involved in a road traffic accident (either in the UK or abroad), insurers and / or the MIB may search the MID to obtain relevant information. Other persons (including their appointed representatives) pursuing a claim in respect of a road traffic accident (including foreign citizens) may also obtain relevant information held on the MID.

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

IMPORTANT INFORMATION CONTINUED

Medical and other health services

If you make a claim and give us your consent, we'll get your medical information from the relevant health provider, eg doctor or hospital.

Claimants

We may be given information by a claimant or their representative, a witness or family member, to support a claim or to pursue a claim against your policy.

Other insured parties

An insured party on your policy (eg named driver) may notify us of an incident or claim against your policy.

Law enforcement and government agencies

Information may be given to us by law enforcement agencies (eg the police) about an incident which may result in a claim or may affect a policy or ongoing claim.

Giving someone permission to talk to us about your policy

We can only talk about your policy to you or someone we're satisfied that you've authorised to talk to us, on your behalf.

Communications

When you contact us, personal information that you give us will be recorded. This helps us improve our customer service, train our staff, respond to complaints and prevent fraud and other financial crime.

All communications will be in English. You can get this document from us in Braille, large print or audiotape by contacting us.

Cookies

We use cookies to enhance your online experience and help us understand how our website can be improved. We don't store any contact details or banking information and we'll only remember your last visit. If you want to find out more or stop us from using cookies, please see our cookie policy on our website for more information.

IMPORTANT INFORMATION CONTINUED

How long we keep your personal information

If you buy a policy from us we'll keep all personal information for 7 years after the policy ends to ensure we meet our statutory and regulatory obligations (eg as laid down by the HMRC, MIB), and to allow us to manage complaints or claims.

From 7 years and up to 40 years after the policy ended we'll keep the personal information we need for analysis purposes (eg risk and business modelling such as for pricing) and so that we can identify who and what was covered by the policy. Beyond 40 years we'll keep information we need for longer term analysis (eg weather event modelling).

In exceptional cases we may need to keep claim information for longer than 40 years (eg where serious injury has occurred and there is potential need to provide life-long care to an injured person).

We'll keep your quote for up to 1 year.

Your personal information rights

You have a right in certain circumstances to:

- access the personal information we hold about you
- correct personal information
- have your personal information *deleted*
- restrict us processing your personal information
- receive your personal information in a *portable* format, and
- object to us processing your personal information

You can also ask for a person to *review* an automated decision.

If you want to find out more or to exercise these rights please contact us: GI Customer Support, LV=, County Gates, Bournemouth, BH1 2NF or email us at GICustomerSupport@LV.com.

Your right to make a complaint

If you have a complaint about the way we process your personal data please contact us.

You can also raise your complaint with the Information Commissioner's Office on 0303 123 1113 or visit ico.org.uk/concerns.

TERRITORIAL LIMITS

Except where we say otherwise your insurance applies in Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man and the Channel Islands. This includes while your car is being transported within and between them.

CAR SHARING

Accepting payments from passengers as part of a car sharing arrangement will not affect your insurance cover if:

- they are being given a lift for social or similar purposes;
- the insured car is not built or adapted to carry more than eight passengers;
- this is not as part of a business of carrying passengers;
- any money received does not produce a profit.

COOLING- OFF CANCELLATION RIGHT

When you receive your Policy, you have 14 days in which to consider the cover provided. If the cover does not meet your needs, you have the right to cancel the Policy and receive a refund, unless we have made a total loss payment under the policy when no refund will be given. Any refund will be subject to a deduction for the days you have been covered. The deduction will be calculated on a proportionate basis and will include an additional charge of up to £25 to cover the administrative costs to us of processing the insurance. These charges are subject to Insurance Premium Tax where applicable.

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

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

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

We, or your broker may cancel this contract of motor insurance by giving you seven days notice in writing to your last known address if there is a good reason for doing so. Some examples are:

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

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

If a refund is paid, a premium charge of £25 plus Insurance Premium Tax to cover our administration costs will be deducted from the refund.

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

CHANGES TO YOUR DETAILS

You must tell your broker as soon as possible if any of your details change including:

- changes made to your car which improve it's value, appearance, performance or handling.
- changing your car.
- changes in the way you use your car.
- change of Owner.
- change of Registered Keeper.
- change of address or where you keep your car.
- change of occupation, including part time work.
- change in the main user of the car.
- details of any motoring convictions, fixed penalty offences or licence endorsements for any person who may drive the car.
- details of any criminal convictions for any person who may drive the car.
- details of any accidents, thefts, loss or damage, regardless of blame or whether a claim was made or not, for any person who may drive the car.

This is not a full list and you should contact your broker for advice if you are not sure whether a change will affect your cover.

If you do not tell your broker about any relevant changes, we may:

- reject or reduce your claim.
- cancel the policy and/or treat it as though it never existed, or
- do both of the above.

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

If your change in circumstances means that we can no longer provide cover, we or your broker will give you notice of cancellation. See section "Cancelling your policy (outside the cooling-off right).

SECTION 1 ACCIDENTAL DAMAGE

What is covered:

If your car is damaged by accident, vandalism or malicious damage, including standard accessories on it or kept in your private garage, we may either;

- pay the cost of repairs to your car; or
- replace what is lost or damaged; or
- make a cash payment for no more than the market value of your car at the time of the damage.

Windscreen and windows

What is covered:

Damage to the car's windscreen, windows and glass sun roof. If this is the only damage you are claiming for, your No Claims Discount will not be affected.

The schedule shows the maximum amount we will pay:

- in any one period of insurance if the windscreen, windows or glass sunroof is replaced or repaired by Autoglass (Telephone 0800 633 5430) or
- in any one period of insurance if any other supplier carries out the repair or replacement.

What is not covered

- damaged roof panels including damage to any part of a convertible hood, lights or reflectors, even if they are made of glass.
- extra costs for the work to be undertaken outside normal hours, unless the windscreen is shattered, or the driver's vision or the security of the insured car, is affected.
- the excess shown on the schedule. (The excess must be paid direct to the repairer or replacement company).

SECTION 2 FIRE AND THEFT

What is covered:

If your car is lost or damaged by fire, lightning, explosion, theft or attempted theft, including standard accessories on it or kept in your private garage, we may either:

- pay the cost of repairs to your car; or
- replace what is lost or damaged; or
- make a cash payment for no more than the market value of your car at the time of the damage.

WHAT IS NOT COVERED UNDER SECTIONS 1 AND 2

We will not pay for the following:

- wear and tear, your car losing value or for any repairs which improve your car beyond its condition before the loss or damage happened.
- mechanical, electrical, electronic or computer failures or breakdowns or breakages.
- damage to tyres caused by braking, punctures, cuts or bursts.
- any additional damage resulting from the insured car being moved by you after an accident, fire or theft
- more than the manufacturer's latest list price in the United Kingdom of any part or accessory. If such a list price is not available the most we will pay is the manufacturer's latest list price in the United Kingdom for an equivalent part or accessory.
- additional storage costs caused by the unavailability of any part or accessory nor the cost of importing any part or accessory into the United Kingdom.
- loss or damage to your car caused directly by pressure waves from aircraft and other aerial devices travelling at sonic or supersonic speeds.
- loss of use of your car or any other indirect loss, such as travel expenses or loss of earnings.
- loss or damage to your car by theft or attempted theft if your car has been left unlocked.
- loss or damage to your car by theft or attempted theft if the ignition key or other ignition device is left in, on or attached to or left in the immediate proximity of your car.
- loss or damage to your car by theft or attempted theft if the engine has been left running.
- loss or damage to your car by theft or attempted theft, if we have advised that your vehicle must have a tracking device which is operative and activated, and any service contract relating to the tracking device is current and valid.
- loss or damage to your car by theft or attempted theft if the insured car has been left with a window or roof open.

WHAT IS NOT COVERED UNDER SECTIONS 1 AND 2

CONTINUED

- loss of or damage to your car caused by deception, fraud or trickery, including when you are offering your car for sale.
- where your car is driven or used without your permission by a member of your family or household unless you report the person to the police for taking your car without your consent.
- loss of or damage to your car as a result of it being confiscated or destroyed by or under official order of any government, public or local authority.
- deliberate damage caused to your car by any person insured under your policy.
- loss from your car being taken and returned to its rightful owner.
- loss of or damage to any trailer or caravan whether or not it is being towed by or attached to your car.
- damage caused by frost, unless you have taken care to stop the damage happening and have followed the manufacturer's instructions to avoid liquid freezing in your car.

If your car belongs to someone else, or is under a hire purchase or leasing agreement, we may pay the legal owner.

BASIS OF SETTLEMENT SECTIONS 1 AND 2

Repairs

If this insurance covers the loss or damage and the cost will not exceed the market value of your car:

- we will pay for the necessary or emergency repairs to protect your car from further loss or damage.
- you may arrange necessary repairs to be started if you send an estimate first and we have details of the cause of the damage; and
- we will also pay the cost of removing your car to the nearest competent repairer and after repair returning it to the address shown on your schedule. (We will not pay the cost of any transport outside the territorial limits unless we agree to do so first).

We may use parts or accessories which are not made or supplied by your car's manufacturer but are of similar type and quality to the parts and accessories we are replacing.

New car replacement

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

- damaged so that repairs will cost more than 60% of its list price including taxes when the damage happened; or
- stolen and not recovered;

we will replace your car with a new car of the same make, model and specification if it is available in the United Kingdom. If a replacement car is not immediately available in the UK, new car replacement will not apply and we will pay you the market value of your car and its fitted accessories and spare parts at the time of the loss or damage.

The lost or damaged car will then become our property.

In-car entertainment, telephone and satellite navigation equipment

We will pay for the loss or damage to audio, telephone, in-car entertainment, and satellite navigation equipment if permanently fitted to your car. If the equipment is not part of the car manufacturer's original specification we will pay up to £250.

BASIS OF SETTLEMENT SECTIONS 1 AND 2 CONTINUED

Replacement of locks and keys

If this insurance covers the loss or damage, we will pay for all the locks to be replaced if one or more is damaged. If your car keys, lock transmitter or entry card are lost or stolen we will pay for replacement locks and keys providing they were not left in or on your car while it was unattended.

Child car seats

If you have a child car seat in your car and your car is involved in an accident that results in impact damage to your car, we will replace the child seat with a new one of the same quality.

Excesses that apply

If your schedule shows that you have to pay an excess, you must pay the first part of any claim. If this amount is paid in error by us you must refund the amount immediately on request.

Temporary replacement car

We will pay for a temporary replacement car if this cover is shown on your schedule.

We will only provide a temporary replacement car:

- after loss or damage covered by this insurance,
- if we manage your claim,
- if you use our Selected Repairer Service and;
- while repairs to your car are being carried out.

Temporary replacement cars are usually small hatchbacks under 1200cc.

We will insure the temporary replacement car under this insurance in exactly the same way as we insure your car and you will only have to pay for the fuel used. You must return the temporary replacement car when the owner or we ask you to or if this insurance expires and you do not renew it.

SECTION 3 LIABILITY TO OTHER PEOPLE

What is covered:

We will pay all sums you are legally responsible for:

- following death of or bodily injury to other people;
- up to £20,000,000 for damage to property. This amount is inclusive of all costs and expenses up to £5,000,000:

as a result of any accident involving your car or any other vehicle your certificate of motor insurance allows you to drive.

Driving Other Cars

If your certificate of motor insurance says so, you are insured under this section to drive a private motor car not owned by you and not hired to you under a hire purchase or leasing agreement, as long as:

- the car has not been hired to you under a car rental agreement;
- the car is not a van which has been adapted to carry passengers;
- you have the owner's permission to drive the car;
- the car is registered and normally kept in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands;
- you are not covered by any other insurance to drive it;
- you still have your car and it has not been damaged beyond cost effective repair;
- you do not use it to secure the release of any private motor car which has been seized or confiscated by or on behalf of any government or public authority; and
- there is a current and valid policy of insurance in force for the vehicle being driven under this section.

Cover under this section is restricted to Third Party Only.

Other people

In the same way as you are insured, we will insure:

- any person driving or using your car with your permission, as long as this is allowed by your schedule and certificate of motor insurance;
- any passenger travelling in or getting into or out of your car;

SECTION 3 LIABILITY TO OTHER PEOPLE CONTINUED

- the employer or business partner of any person who is driving or using your car for their business, as long as this is allowed by your schedule and certificate of motor insurance; and
- the legal representative of any person who has died who would have been entitled to protection under this section.

Legal costs

We will pay any legal costs and expenses that you incur with our prior written consent, including:

- solicitors' fees for representation at a coroner's inquest, fatal accident inquiry or court of summary jurisdiction; and
- defence of any legal proceedings that are taken for manslaughter or causing death by careless, dangerous or reckless driving.

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

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

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

Emergency treatment charges

We will pay for emergency treatment charges as required under the Road Traffic Acts. If this is the only payment we make, it will not affect your no claim discount entitlement.

What is not covered

We will not pay for:

- death of or bodily injury to any employee arising out of or in the course of their employment by any person who is covered by this section, unless the employee is a passenger in any vehicle for which insurance is provided by this section;
- legal responsibility which is covered by any other insurance;

SECTION 3 LIABILITY TO OTHER PEOPLE CONTINUED

- loss of or damage to any car which is covered by this section;
- loss of or damage to any trailer, caravan or vehicle (and their contents) while being towed by or attached to any car which is covered by this section;
- loss of or damage to any property which belongs to or is in the care of any person who is claiming under this section;
- legal responsibility, loss or damage when your car is being used in the operational boundaries of any airport or airfield except when we have to meet the requirements of the Road Traffic Acts;
- more than £20,000,000 for any one incident or series of incidents arising from one event that causes loss or damage to property. This amount is inclusive of all costs and expenses up to £5,000,000.

SECTION 4 USE BY THE MOTOR TRADE, HOTELS AND CAR PARKS

We will give you the cover under Section 1 Accidental damage and Section 2 Fire and theft, if shown as operative on your schedule, but will not apply any driving and use restrictions or any excess while your car is in the custody and control of:

- a member of the motor trade for service and repair; or
- a hotel, restaurant, car park or similar commercial organisation for parking purposes.

SECTION 5 FOREIGN USE

Your insurance provides the minimum compulsory insurance in:

- European Union (EU) countries; and
- any other country which has agreed to follow EU directives on compulsory motor insurance and is approved by the Commission of the European Union;

including when your car is being transported within and between them.

These countries are shown on your schedule

As well as this minimum cover, your insurance also gives the cover shown on your schedule in these countries if your car is:

- registered and normally kept in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands; and
- not used abroad for more than 90 days in any one annual insurance period;

If you want to use your car in these countries for more than 90 days in any one annual insurance period you must obtain our prior permission and pay any extra premiums.

The EU countries and the other countries mentioned above which follow EU directives and have been approved by the Commission of the EU, agree that a Green Card is not necessary for travelling between them. Your certificate of motor insurance is proof of compulsory motor insurance in these countries.

If you want to use your car in countries that are not shown on your schedule then as long as we give you our prior permission, and you pay any extra premiums, we will extend the full benefits of this insurance to apply:

- in the countries we have agreed, including when your car is being transported; and
- for the period agreed.

We or your broker will send you a Green Card as proof of your insurance upon request. The Green Card will show the countries we have agreed to extend this insurance to and the period for which we are providing this extension.

If your car is lost or damaged in any foreign country that we have agreed to give cover for, you may be charged customs duty. If we cover the loss of or damage to your car, we will also refund you the customs duty.

SECTION 6 PERSONAL ACCIDENT BENEFITS

What is covered

We will pay the amount shown on your schedule if you or your husband or wife or civil partner are accidentally injured in any car or getting into or out of any car, and within 90 days, independently of any other cause, the injury results in:

- death;
- permanent loss of any limb above the wrist or ankle; or
- complete and irrecoverable loss of sight in one or both eyes.

We will pay the injured person or their legal representative.

What is not covered

We will not pay:

- anyone failing to wear a seat belt when required by law
- more than the amount shown on your schedule during any one period of insurance for any one person;
- under more than one motor insurance you or your husband or wife or civil partner have with us;
- for any injury or death resulting from suicide or attempted suicide; or
- if the driver of the car is convicted of an alcohol or drugs related offence as a result of the accident;
- if at the time of the accident the driver of the car is under the influence of alcohol, drugs or any other substance and this is an offence under the driving laws of the country in which the accident happened.

SECTION 7 MEDICAL EXPENSES AND PHYSICAL ASSAULT BENEFITS

Medical expenses

We will pay up to the amount shown on your schedule for each person for any medical expenses resulting from an accident while travelling in your car.

Physical assault benefits

Road rage

We will pay the amount shown on your schedule if you or your husband or wife or civil partner are physically assaulted as a result of your car being in an accident.

We will pay the injured person or their legal representative.

What is not covered

We will not pay when the incident:

- is caused by a relative or a person known to you or your husband or wife or civil partner;
- is not reported to the police as soon as possible;
- happens outside Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man or the Channel Islands; or
- is caused or contributed to, by anything said or done by you or your husband or wife or civil partner or by a passenger in your car, after the accident.

Car jacking

We will pay the amount shown on your schedule if you or your husband or wife or civil partner are physically assaulted as a result of your car being subjected to an aggravated theft or attempted aggravated theft.

We will pay the injured person or their legal representative.

What is not covered

We will not pay when the incident:

- is caused by a relative or a person known to you or your husband or wife or civil partner;
- is not reported to the police as soon as possible; or
- happens outside Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man or the Channel Islands.

SECTION 8 PERSONAL BELONGINGS

What is covered

We will pay up to the amount shown on your schedule for personal belongings in your car if lost or damaged due to accident, fire, theft or attempted theft.

What is not covered

We will not pay for:

- the theft or attempted theft of personal belongings, if your car has been left unlocked, left with the keys in or on your car, or left with a window or roof open;
- the theft of personal belongings unless kept out of sight in the locked boot or other enclosed storage compartment of your car;
- money, stamps, tickets, documents or securities;
- goods, tools, samples or equipment carried in connection with any trade or business; or
- property covered under any other insurance.

SECTION 9 NO CLAIMS DISCOUNT AND PROTECTED NO CLAIMS DISCOUNT

If no claim is made, we will apply the premium discount in line with our no claim discount scale current at the time of renewal.

If a claim is made, your no claim discount entitlement will be reduced in line with our no claim discount scale current at the time of renewal.

Your no claim discount will not be affected if we only pay emergency treatment charges under the Road Traffic Acts or if your claim is only for repair or replacement of windows or sunroof.

You cannot transfer your no claim discount to anyone else. If more than one car is insured, the no claim discount is earned separately for each car.

You may ask us for information on how a claim may affect your no claim discount.

No Claim Discount Step Back Table

	This Years NCD				
Fault Claims in The Last Year:	0	1	2	3	4 or more
Last Years NCD Amount:					
0	1	0	0	0	0
1	2	0	0	0	0
2	3	0	0	0	0
3	4	1	0	0	0
4	5	2	0	0	0
5	6	3	1	0	0
6	7	3	1	0	0
7	8	3	1	0	0
8	9	3	1	0	0
9	9	4	2	0	0

SECTION 9 NO CLAIMS DISCOUNT AND PROTECTED NO CLAIMS DISCOUNT CONTINUED

Protected No Claims Discount

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

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

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

Protected No Claim Discount Step Back Table

Fault Claims in The Last Year:	This Years NCD					
	0	1	2	3	4	5 or more
Last Years NCD Amount:						
4	5	4	4	2	0	0
5	6	5	5	3	1	0
6	7	6	6	3	1	0
7	8	7	7	3	1	0
8	9	8	8	3	1	0
9	9	9	9	4	2	0

SECTION 10 GENERAL EXCEPTIONS

1 Change of car – notification and acceptance

This insurance will not apply unless:

- you have given your broker details of your replacement car; and
- your broker has issued a new certificate of motor insurance.

2 Driving and use

This insurance will not apply if any vehicle your Certificate of motor insurance allows you to drive was being driven or used:

- other than in line with your Certificate of motor insurance;
- by any person not described on your Certificate of motor insurance as a person who is entitled to drive;
- by any person who is disqualified from holding or obtaining a licence or does not have a driving licence which is valid in the territory where the incident happened;
- by anyone person who does not meet the terms and conditions of their driving licence as required by DVLA / DVANI rules and regulations and any relevant law;
- for hire or reward, racing, pacemaking, testing, trials, de-restricted toll road (including Nurburgring), rallies or track days, for any use in connection with the Motor Trade other than by a member of the Motor Trade for the purposes of overhaul, upkeep or repair;
- for towing for reward a caravan, trailer or mechanically disabled vehicle;
- for towing more than one caravan, trailer or mechanically disabled vehicle at any one time;
- by anyone who does not meet all the conditions described in the endorsements on your schedule and all the general conditions in this policy.

3 Contractual liability

We will not make a payment for any liability resulting only from a contract or agreement you have with another party.

SECTION 10 GENERAL EXCEPTIONS CONTINUED

4 Radioactivity

We will not pay for direct or indirect loss, damage or liability caused by, contributed to or arising from:

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

5 Earthquake, war, terrorism, riot, civil unrest

We will not make a payment in the event of:

- earthquake;
- war, civil war, terrorism, rebellion or revolution except when we have to meet the requirements of the Road Traffic Acts; or
- riot or civil unrest that happens outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

6 Misrepresentation

If you or anyone representing you:

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

We may:

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

SECTION 10 GENERAL EXCEPTIONS CONTINUED

Where fraud is identified we will:

- not return any premium paid by you.
- recover from you any costs we've incurred.
- pass details to fraud prevention and law enforcement agencies who may access and use this information. Other insurers may also access this information.

7 Claims Fraud

If you or anyone representing you:

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

We may:

- reject the claim or reduce the amount of payment we make;
- cancel your policy from the date of the fraudulent act and not return any premium paid;
- recover from you any costs we've incurred relating to the fraudulent claim and any further claims notified after the date of the fraudulent act;
- pass details to fraud prevention and law enforcement agencies who may access and use this information. Other insurers may also access this information.

8 Pollution

We will not make a payment for any accident, injury, damage, loss or liability caused by pollution or contamination, unless the pollution or contamination is caused by a sudden, identifiable and unexpected incident and it occurs entirely at a specific time and place during the period of insurance.

9 Deliberate Acts

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

SECTION 11 GENERAL CONDITIONS

1 Duty and revealing information

We will only provide cover under this insurance if:

- you or any other person claiming under this insurance has met all the terms and conditions that apply; and
- the information you gave to us when applying for or renewing this insurance, is true as far as you know.

You must:

- have asked all the other drivers covered by this insurance any relevant questions to obtain the information about them requested by us;
- tell us as soon as possible about any changes, which have happened since the insurance started or was last renewed.
- tell us if your vehicle has been altered or modified after manufacture.

Failure to do so may invalidate this insurance.

We will be entitled to examine your driving licence and the driving licence of any other person we insure. You must immediately send to us any driving licence we ask to see.

2 Care of your car

You or any person in charge of your car must take precautions to:

- maintain your car in an efficient and roadworthy condition; and
- protect your car from damage or loss.

You must have a valid Department for Transport Test Certificate (MOT) for your car if one is needed by law.

You must give us reasonable access to examine your car.

SECTION 11 GENERAL CONDITIONS CONTINUED

3 Accident and claims procedure

You or any other person claiming under this insurance must:

- give us full details of any incident as soon as possible;
- inform the police as soon as possible if your car or its contents are stolen and provide us with the crime reference number;
- send to us immediately all communications from other people involved which must not have been replied to;
- immediately tell us of and send to us any notice of intended prosecution, inquest, fatal inquiry or any writ, summons or process which must not have been replied to; and
- give us all the information and help we need.

You must not, without our consent:

- negotiate or admit responsibility; or
- make any offer, promise or payment.

We will be entitled to:

- have total control to conduct, defend and settle any claim; and
- take proceedings, in your name or in the name of any other person claiming under this insurance, at our own expense and for our own benefit to recover any payment we have made.

4 Other insurances

If any loss, damage or liability covered by this insurance is also covered by any other insurance, we will only pay our share. This condition does not apply to Section 6 – Personal accident benefits.

5 Compulsory insurance laws

If under the law of any country we must make a payment which we would not otherwise have to make, you must repay that amount to us.

USEFUL INFORMATION

How to complain

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

Should you be unhappy with the service provided by ABC please contact us by phone on **0800 633 5386** (Text Phone user? Text Phone users in the UK can contact us by dialling 18001 first. Text phone users contacting us from outside of the UK should call 00 44 151 494 1260 and give the relay assistant the number you need to call. Opening hours Mon-Fri 9am-5pm). If you prefer to write, please address your letter to ABC Insurance, 69 Park Lane, Croydon, Surrey, CR9 1BG. Email: customercare@abcinsurance.co.uk. When contacting us please ensure you quote your policy or claim number as appropriate. A copy of ABC's complaint handling procedure is available on request.

If we cannot resolve your complaint, you may refer your complaint to the Financial Ombudsman Service within six months of receiving our final response letter.

The address is:

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

Telephone: **0800 023 4567** or **0300 123 9 123** (from mobile or non BT lines)

E-mail: **complaint.info@financial-ombudsman.org.uk**

Website at **www.financial-ombudsman.org.uk**

Making a complaint will not affect your right to take legal action.

USEFUL INFORMATION CONTINUED

Compensation

What happens if we are unable to meet our liabilities?

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

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

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

You can get further information from the Financial Services Compensation Scheme. 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU. Telephone **0800 678 1100** or **0207 741 4100** or e-mail, **enquiries@fscs.org**

MAKING A CLAIM

If you are involved in an accident or your vehicle is stolen call us first on **0800 633 5430** as soon as possible after the incident has occurred.

Assistance is available on this number 24 hours a day.

You will need to provide us with the following information:

- your policy/certificate number;
- your personal details and those of the driver;
- the date, time, location and full circumstances of the incident;
- details of any other persons, vehicles or property involved in the incident;
- details of any injuries sustained in the incident;
- if you are reporting the theft of your vehicle any crime reference given to you by the police when you reported the theft to them.

If your car needs to be repaired (and the damage is covered by this policy) we have a nationwide network of selected repairers who can arrange to start work on your car with the minimum of delay.

When you first report the incident to us we will help you to arrange the repair of your car by one of our selected repairers, including collection and redelivery to your home if required.

If you have a Comprehensive policy and need the use of a car while your own is undergoing repair by one of our selected repairers we will provide you with a temporary replacement car – full details can be found in the Temporary replacement car section of this policy (Basis of settlement Sections 1 and 2).

When repairs are completed arrangements will be made for you to collect your car (or for the car to be redelivered to your home). When you collect the car you will need to pay the repairer any policy excess or contribution which may be applicable. These will be confirmed to you before repairs are completed.

Selected repairers have been chosen by us to provide both a high standard of service and quality repair work. Repairs are guaranteed for as long as you own the car or 5 years whichever is the shorter.

If your car can not be repaired we will deal with the damage on a total loss basis. In these circumstances a temporary replacement car will not be provided.

MAKING A CLAIM CONTINUED

If the incident relates solely to breakage of the windscreen or windows in your car please call our approved supplier Autoglass on **0800 633 5430**. If you have a Comprehensive policy all you will have to pay is the amount of any policy excess that may apply. Repairing the glass rather than replacing it will mean you will not have to pay any excess – please ask about repair when contacting Autoglass.

If you do not have a Comprehensive policy you may still use this number to contact Autoglass but you will be responsible for paying the costs in full and you will not be able to recover the cost from us. You will, however, benefit from discounts available to you from Autoglass.

Need to make a claim? Follow these simple steps

- 1. Call us as soon as possible after the incident.**
- 2. Give us as much information about the incident as you can.**
- 3. If possible, speak to us before you make any arrangements for replacement or repair.**
- 4. Don't forget to tell the police if your car is stolen.**

Call us first on:

Accidents, thefts and windscreen/glass damage

0800 633 5430



If there is an accident, theft or windscreen/
glass damage, ring us on

0800 633 5430



www.abcinsurance.co.uk

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19647-2017 04/18

Customer Services

0344 840 6305

talk2us@debenhamscarinsurance.co.uk

To report your claim call

0344 840 9506

Windscreen Claims Glass Helpline

0190 423 4893