

Your **car insurance** policy booklet

Your policy and summary inside
Please keep somewhere safe

count on



churchill™

Welcome to Churchill Car Insurance

Dear Customer

This booklet contains everything you need to know about your car insurance.

We're delighted that you've chosen Churchill

This booklet includes your policy and a summary of your policy, so keep the booklet safe when you need it. Over the next few pages, you'll find details of the extra services available to Churchill customers as well as some useful tips on what to do in an accident and how to make a claim.

We're helping to keep prices low with anti-fraud technology

When a small minority make a false insurance claim it drives up the cost of everyone's policy, that's why we're doing all we can to help protect you from insurance fraud. We're using specialised detection processes to detect false and exaggerated claims. They also help us settle genuine claims as quickly as possible. So when it comes to looking after our customers, you can rest assured we're doing all we can.

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Customer information

Changes to your insurance

You must tell us if any of the following details change before you need cover to start:

- you change your car;
- you modify your car (please see general condition 8 for further details);
- you add another driver to your policy or amend the driving restriction;
- you change the use of your car (e.g. change from social domestic and pleasure to business use);
- you wish to increase your cover (e.g. change from third party only to comprehensive);
- the ownership of your car changes.

You must tell us immediately if any of the following details change:

- the address where you normally keep your car;
- if you, or anyone covered by this policy change jobs, including part time.

(Any change during the period of insurance may result in an additional or return premium and will be subject to an administration fee, see general condition 4 for further details.)

You must tell us about the following changes before the next renewal date (or at the time you are making any of the changes already mentioned):

- accidents, thefts or losses (whether covered by insurance or not and regardless of blame) where these have not been previously reported to us;
- motoring convictions (including fixed penalty offences) or pending prosecutions, outstanding police enquiries, criminal convictions or charges for a criminal offence;
- any physical or mental impairment that must be notified to the Driver and Vehicle Licensing Agency (DVLA) or the Driver and Vehicle Agency Northern Ireland (DVANI).

Making a change to your policy?

Call: **0845 603 3551**

Customer discounts

Churchill offers a range of discounts that are aimed at achieving one thing – bringing down the cost of your insurance.

No Claims Discount

If no claim is made against your policy, your renewal premium will be adjusted in accordance with our No Claims Discount scale applicable at the renewal date. However, if a claim is made against your policy, we may reduce your No Claim Discount.

Named Driver No Claim Discount

Whilst your named driver remains claim free on your policy they will earn their own Named Driver No Claims Discount to use when they take out their own car insurance policy with us.

Taking advantage of this deal couldn't be easier. To transfer the Named Driver No Claims Discount the named driver needs to call us and identify the policy on which they have earned this discount by giving your name, date of birth, postcode and either your policy number or vehicle registration.

The Named Driver No Claims Discount may be lower than the No Claims Discount available to you as the main policy holder and may not be recognised by other insurers.

Only Driver Discount

If you are the only person insured on your Churchill Car Insurance policy and you purchase an additional car that will only be driven by you, we will give you an extra discount on the policy for your new car.

Please note, once we have applied the **Named Driver No Claims Discount** or **Only Driver Discount** to a policy it works in the same way as a No Claims Discount. If a claim is made the discount will be reduced.

Multi-car Discount

If two or more cars in your household are insured with us or if you are a named driver on another Churchill policy, we will give a discount on the second and any subsequent car insurance policies. You will need to identify the other policy in your household or the policy on which you are named.

Breakdown Discount

Churchill Car Insurance customers can also get a further discount on our breakdown cover. Please call us or visit us online for more details.

Home Insurance Discount

We offer our car insurance customers a discount when they buy a new home insurance policy.

All discounts are subject to minimum premium.

Had an accident? Don't panic!

If you're involved in an accident, it's all too easy to forget what to do in the shock of it all. Here's all you need to know.

The law

By law, you must stop if there is damage to any vehicle or property, or injury to any person, or certain animals, including dogs and horses. You must give your name, address and insurance details to anyone with good reason to ask.

How to help us help you

Make sure you get the names, addresses and phone numbers of any drivers, passengers or pedestrians involved, and details of any witnesses. By law, drivers must provide details of their insurance company and their policy number.

A diagram of the accident scene is often helpful. Try to draw one as soon as possible after the accident – show vehicles, the road layout, other relevant features and the positions of any witnesses. Gathering this information may help ensure that information about the incident is correct and may prevent inaccurate or exaggerated claims from third parties later on.

Do not admit blame or liability for an accident or offer to pay for any damage. Please tell us if any other person admits blame.

Even if you do not plan to make a claim, please call our claim line on **0845 603 3590** as we are here to help you.

We can usually get all the information we need in one phone call, but sometimes we may ask you to fill in a claim form.

Accident recovery helpline

Our 24-hour, 365-day accident recovery helpline is there for you to use if you have an accident. Just call **0800 269 015** and we'll take care of the rest.

Windscreen damage? Trust Churchill

Our dedicated glass helpline is available 24 hours a day, 365 days a year to arrange to repair or replace your windscreen as quickly as possible. If you have comprehensive cover, all you will have to pay is the excess shown in your policy schedule.

Call our windscreen partners Autoglass on **0845 606 1111**.

Making a claim



Simply call and leave the rest to us.

What happens next?

Call us immediately and we can get your claim started straight away. Even if you don't have all of the information available you can still report the claim. We can then take the stress of your claim away from you.

When you phone, a personal claims adviser will take the details of the incident and the crime reference number, if you have one.

- We'll collect your damaged car free of charge (if you use one of our approved repairers)
- If repairable, we will arrange for our approved repairer to fix your car, clean it inside and out, and deliver it back to you
- All repairs carried out by our approved repairers are guaranteed for five years.

Making a claim?

Call: 0845 603 3590

Lines open: 8am-8pm Monday to Friday, 9am-5pm on Saturday and 10am-5pm on Sunday.

A summary of your cover

Please read this document carefully. Full terms and conditions can be found within the policy documents. This summary does not form part of the contract between us.

The car policy you have purchased is underwritten by Churchill Insurance Company Limited and will run for 12 months or as shown on the certificate of motor insurance.

Depending upon the level of cover you have chosen the following sections will apply. Please read your policy carefully to ensure the level of cover selected meets your needs.

- **Comprehensive** – sections A–G of your policy booklet
- **Third Party Fire and Theft** – sections A, C and G
- **Third Party Only** – sections A and G

If you have chosen Churchill Legal Assistance Service, section H will apply in addition to the sections above.

Significant features, exclusions and limitations of a Churchill policy

- Section A – Damage to a third party’s property is covered up to £20 million.
- Section A – Driving other cars is included within your policy, subject to selected criteria being met. Cover is limited to **Third Party Only**, i.e. the car you are driving will not be covered. Please refer to your certificate of motor insurance to see if you have this benefit.
- Section B – Permanently fitted in-car audio, television, telephone and electronic navigation equipment up to a maximum £1,000. (If fitted as part of the car’s standard equipment, cover is unlimited.) Details can be found on your motor insurance schedule.

- Section B – Your vehicle will be covered up to its UK market value.
- Section C – If the doors, windows, boot or roof (in the case of convertibles) are not securely locked or if you leave the vehicle unattended or unoccupied and you have not removed the keys or devices used to gain entry or to operate the car then you will not be covered for theft claims either of or from the vehicle.
- Section C – All security and tracking devices which we insist are fitted to your car should be active and in full working order. A network subscription, for any tracking device which we insist is fitted to your car, must be current and operable. A driver recognition device for any tracking device which we insist is fitted to your car, must not be left in or on your car whilst unattended. If not, then claims for theft of and from your car will not be covered.
- Section D – Comprehensive cover includes windscreen damage.
- Section G – Full foreign use cover charges are based on the time spent abroad and your car’s insurance vehicle grouping. For information on charges please contact us.
- Section H – Churchill Legal Assistance Service provides legal cover up to £100,000 to help in claiming back your uninsured losses including compensation for personal injury.
- Section Ji of the policy booklet only applies if it is shown on your motor insurance schedule.
- We provide a ‘Guaranteed Hire Car’ to customers who have comprehensive policies subject to payment of a premium. You must have purchased the benefit prior to a claim occurring. If you have purchased Guaranteed Hire Car, Section Jii of the policy booklet will apply. If you have purchased Guaranteed Hire Car Plus, Section Jiii of the policy booklet will apply.

Section Jii – Guaranteed Hire Car cover is provided under sections B and C.

Section Jiii – Guaranteed Hire Car Plus cover is provided under sections B and C.

- All repair work is guaranteed for five years if you use one of our recommended repairers.

Any excesses and endorsements applicable to your policy can be found on your motor insurance schedule along with cover limits and premiums due.

Your right to cancel

You have the right to cancel this policy at any time.

When you buy your policy:

If you cancel before your policy is due to start, we will return any premium paid in full. Please return the certificate of motor insurance. If the policy has started and you cancel within 14 days of it starting or within 14 days of receiving your documents (whichever occurs later), we will return any premium paid less an administration fee as shown in your schedule. We will not refund any premium if you have made a claim or if one has been made against you during the period of cover. Please return the certificate of motor insurance.

If you cancel after those 14 days have passed, we will return any premium less a charge for the number of days for which cover has been given and an administration fee as shown in your schedule.

We will not refund any premium if you have made a claim or if one has been made against you during the period of cover. Please return the certificate of motor insurance.

Please note under the Road Traffic Act it is an offence not to surrender the certificate of motor insurance within seven days of the cancellation date.

When you renew your policy:

If you cancel before the new period of insurance (renewal) is due to start, we will return any premium paid in full. Please return the certificate of motor insurance.

If the new period of insurance (renewal) has started and you cancel within 14 days of it starting or within 14 days of receiving your documents (whichever occurs later), we will return any premium paid in full. We will not refund any premium if you have made a claim or if one has been made against you during the period of cover. Please return the certificate of motor insurance.

If you cancel after those 14 days have passed, we will return any premium less a charge for the number of days for which cover has been given and an administration fee as shown in your schedule.

We will not refund any premium if you have made a claim or if one has been made against you during the period of cover. Please return the certificate of motor insurance.

Please note under the Road Traffic Act it is an offence not to surrender the certificate of motor insurance within seven days of the cancellation date.

Please return all your documents after cancelling your policy.

Administration Fee

Mid term amendments made to your policy may result in an administration fee being charged as shown in your schedule.

A summary of your cover continued

Duplicate Documents

An administration fee of up to that for amendments will apply to requests for duplicate documents.

How to make a claim

To notify us of a claim please telephone **0845 603 3580**.

How to complain

If your complaint relates to a claim please contact your claims handlers whose details will be shown on your claims documentation. For all other complaints please call us on our priority number **0845 603 3580**.

If you wish to write, then please address your letter to the regional customer service manager at the address shown on your claims documentation for claim related complaints or; the head of sales and customer service at the address shown on your schedule for all other complaints.

Our staff will attempt to resolve your complaint immediately. If this is not possible, we promise to acknowledge your complaint within five business days of receipt. In the unlikely event that your complaint has not been resolved within four weeks of its receipt, we will write and let you know the reasons why and the further action we will take.

If we cannot resolve the differences between us, we will issue a final response letter. Upon its receipt, you may refer your complaint to the Financial Ombudsman Service (FOS) which, once contacted, will liaise with us on your behalf. The FOS will then inform you directly of its decision. Referral to the FOS will not prejudice your right to take subsequent legal proceedings.

Their address is: South Quay Plaza, 183 Marsh Wall, London E14 9SR (Telephone number **0845 080 1800**).

If you are a business and for any reason your complaint falls outside of the jurisdiction of the FOS then we will still respond to your complaint but if we cannot sort out the differences between us you will not be able to refer the matter to FOS. However, this will not affect your legal rights.

Details about our Regulator

Churchill Insurance Company Limited is authorised and regulated by the Financial Services Authority. The Financial Services Authority website which includes a register of all regulated firms can be visited at **www.fsa.gov.uk**, or the Financial Services Authority can be contacted on **0300 500 5000**.

Under the Financial Services and Markets Act 2000, should the company be unable to meet all its liabilities to policyholders, compensation may be available. Insurance advising and arranging is covered for 90 % of the claim without any upper limit. For compulsory classes of insurance, Insurance advising and arranging is covered for 100 % of the claim, without any upper limit. Information can be obtained on request, or by visiting the Financial Services Compensation Scheme **www.fscs.org.uk**

Your policy

This policy booklet gives full details of your cover. You should read it along with your motor proposal confirmation, certificate of motor insurance and schedule. Please keep all your documents in a safe place.

Your policy is made up of:

- the motor proposal confirmation;
- this policy booklet from page 9 onwards;
- the certificate of motor insurance;
- the schedule.

We promise to always be fair and reasonable and to act quickly whenever you need to make a claim under this policy. If you feel we have not met this promise, we will do everything possible to deal with your complaint quickly and fairly.

This policy is evidence of the contract between you and us, Churchill Insurance Company Limited, based on information you have given to us.

In return for receiving and accepting the premium, we will provide insurance under this policy for the sections shown in the schedule as applying for the accident, injury, loss or damage which has happened in the territorial limits during the period of insurance. Under European law, you and we may choose which law will apply to this contract. English law will apply unless you and we agree otherwise.

We have not given you a personal recommendation as to whether this policy is suitable for your specific needs.

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Policy definitions

Wherever the following words or expressions appear in **your policy**, they have the meaning given here unless **we** say differently.

Accessories – parts or products specifically designed to be fitted to **your car**. **We** may treat some accessories as **modifications**, so please tell **us** about any alterations to **your car**.

Approved repairer – a repairer **we** have approved and authorised to repair **your car** following a claim under section B or section C of this **policy**.

Approved windscreen supplier – a repairer **we** have approved and authorised to repair or replace **your windscreen** as shown on **your schedule** and **certificate of motor insurance**.

Certificate of motor insurance – this document provides evidence that **you** have taken out the insurance **you** must have by law. It identifies who can drive **your car** and the purposes for which **your car** can be used.

Convertible – these are motor vehicles in which the roof is removable and/or can retract and are often referred to as cabriolets, roadsters and/or soft/hard tops.

Convictions – these include all motoring convictions, fixed penalties or disqualifications including points and speed camera offences.

Excess – the amount **you** must pay towards any claim.

Imported car – a car that may have been registered in the UK but which was not originally built to be sold in the UK.

Loss of any limb – severance at or above the wrist or ankle, or the total and irrecoverable loss of use of a hand, arm, foot or leg.

Market value – the cost of replacing **your car** with another of the same make and model and of a similar age and condition at the time of the accident or loss.

Modifications – any changes to **your car**'s standard specification, including optional extras. These include, but are not restricted to, changes to the appearance and/or the performance of **your car** (including wheels, suspension, bodywork and engine) and include changes made to **your car** by the previous owner(s).

Motor proposal confirmation – the document recording the statements made and information **you** gave or which was given for **you** when **you** bought **your policy**.

Partner – **your** husband, wife or someone **you** are living with as if **you** are married to them.

Policy – this policy booklet, **schedule**, **motor proposal confirmation** and **certificate of motor insurance**.

Road Traffic Act – any Acts, laws or regulations, which govern the driving or use of any motor vehicle in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

Schedule – the document that identifies the policyholder and sets out details of the cover **your policy** provides.

Terms – all terms, exceptions, conditions and limits which apply to **your policy**.

Track day – when **your car** is driven on a racing track, on an airfield or at an off-road event.

Trailer – any form of trailer that has been specially built to be towed by a motor car.

We, us, our – Churchill Insurance Company Limited.

You, your – the person named as the policyholder in the **schedule**. If section H is included on the **schedule**, this definition is extended under that section to include authorised drivers as shown in the **certificate of motor insurance** and any passengers.

Your car – the car described in the current **schedule**. In section B 'Damage to your car' and section C 'Fire and theft', the term 'car' also includes its **accessories** and spare parts, whether they are on or in the car, or in **your** locked private garage.

Section A Liability to other people

1a Cover for you

We will cover **you** for **your** legal liability to other people arising from an accident which involves **your car** and:

- **you** kill or injure someone;
- **you** damage someone else's property.

This cover also applies to an accident involving a **trailer** or vehicle **you** are towing.

1b Driving other cars

If **your certificate of motor insurance** says so, this **policy** provides the same cover as above in 1a when **you** are driving any other motor car as long as **you** do not own it and it is not hired to **you** under a hire-purchase or leasing agreement. This cover only applies if:

- there is no other insurance in force which covers the same liability;
- **you** have the owner's permission to drive the car;
- the car is registered in and being driven in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands; and
- **you** still have **your car** and it has not been damaged beyond cost-effective repair.

Note – There is no cover under clause 1b for damage, fire or theft to the car **you** are driving.

2 Cover for other people

We will also provide the cover under section 1a for:

- anyone insured by this **policy** to drive **your car**, as long as they have **your** permission;
- anyone **you** allow to use but not drive **your car**;

- anyone who is in or getting into or out of **your car**;
- the employer or business partner of anyone covered by this section while **your car** is being used for business purposes provided **your certificate of motor insurance** allows business use; or
- the legal personal representative of anyone covered under this section if that person dies.

3 Costs and expenses

a Legal costs

If there is an accident covered by this **policy**, **we** have the option entirely at **our** discretion to pay the reasonable legal costs and/or expenses to defend or represent **you** or any driver covered by this **policy**:

- at a coroner's inquest or fatal accident inquiry and/or
- in criminal proceedings arising out of the accident.

We must agree to all legal costs and/or expenses beforehand. If **we** agree to pay such legal costs and/or expenses, **we** will advise **you** as to the extent of any assistance **we** will give.

b. Emergency medical treatment

We will pay for emergency treatment fees as set out in the **Road Traffic Act**. If **we** make a payment under this section only, it will not affect **your** no claim discount.

4 Payments made outside the terms of the policy

If, under the law of any country, **we** must make a payment that is not covered by the **policy**; **we** have the right to recover this payment from **you** or the person who is liable.

Exceptions to section A

What is not covered

We will not cover:

- loss of or damage to any car **you** drive or any **trailer** or vehicle **you** tow;
- anyone who has other insurance covering the same liability;
- death or injury to anyone while they are working with or for the driver of the car; except as set out in the **Road Traffic Act**;
- damage caused by any driver insured by this **policy** to any property they own or are responsible for;
- liability for more than £20,000,000 for any claim or series of claims for loss of or damage to property including any indirect loss or damage caused by one event (including all costs and expenses);
- liability caused by acts of terrorism as defined in the Terrorism Act 2000 except as is strictly required under the **Road Traffic Act**;
- legal costs or expenses related to charges connected with speeding, driving under the influence of alcohol or drugs, or for parking offences;

Section B Damage to your car

What is covered

If **your car** is damaged, we have the option to:

- pay to repair the damage or repair the damage ourselves;
- replace what is lost or damaged, if this is more cost-effective than repairing it; or
- settle **your** claim by sending **you** a cheque or by bank transfer.

The most we will pay

We will not pay more than the **market value** of **your car** at the time of the loss (less any **excess** that may apply).

What is not covered

We will not cover:

- the sum of all **excesses** shown on the **schedule**. These may include the 'own damage' **excesses** and 'young or inexperienced driver' **excesses** if these apply. An inexperienced driver is a person who has held a full driving licence for less than one year.

Section C Fire and theft

What is covered

If **your car** is lost or damaged as a result of theft, attempted theft, fire, lightning or explosion, **we** have the option to:

- pay to repair the damage or repair the damage ourselves;
- replace what is lost or damaged if this is more cost-effective than repairing it; or
- settle **your** claim by sending **you** a cheque or by bank transfer.

The most we will pay

We will not pay more than the **market value** of **your car** at the time of the loss (less any **excess** that may apply).

What is not covered

We will not cover:

- the **excess** shown in the **schedule**, unless **your car** is stolen from a private locked garage;
- loss or damage to **your car** as a result of someone acquiring it by fraud or trickery while pretending to be a buyer;
- loss or damage caused by theft or attempted theft if the keys and/or other devices which unlocks **your car** and/or enables **your car** to be started and driven is left in or on **your car** which is unattended, or if **your car** has been left unattended and not properly locked (this includes any window, roof opening, removable roof panel or hood being left open or unlocked);
- loss or damage caused by theft or attempted theft to readily removable in-car electronic equipment unless it is in a glove compartment or a locked boot. In which case **we** will provide cover up to the amount shown in the **schedule**;
- loss or damage if any security or tracking device, which **we** insist is fitted to **your car**, has not been set or is not in full working order;
- loss or damage if the network subscription, for any tracking device which **we** insist is fitted to **your car**, is not current and operable; or
- loss or damage if the driver recognition device for any tracking device which **we** insist is fitted to **your car**, is left in or on **your car** whilst unattended.

Section D Windscreen damage

What is covered

We will pay to:

- replace or repair broken glass in the windscreen, sunroof or windows of **your car**, and repair any scratching to the bodywork caused by the broken glass, as long as there has not been any other loss or damage to **your car**; or
- replace the roof and rear windscreen assembly together if **your car** is fitted with a folding roof and it is more cost-effective than replacing the glass alone.

Claims under this section will not affect **your** no claim discount.

The most we will pay

We will not pay more than the **market value** of **your car** at the time of the loss (less any **excess** that may apply).

What is not covered

We will not cover:

- the **excess** shown in the **schedule**; or
- any amount greater than the limit shown in the **schedule** if you do not use an **approved windscreen supplier**.

Exceptions which apply to sections B, C and D

What is not covered

We will not cover:

- loss or damage caused by wear and tear or loss of value;
- any part of a repair or replacement which improves **your car** beyond its condition before the loss or damage took place;
- any mechanical, electrical or computer failure, breakdown or breakage;
- damage to tyres caused by braking, punctures, cuts or bursts;
- damage caused by pressure waves from an aircraft or other flying object travelling at or beyond the speed of sound;
- deliberate damage caused to **your car** by anyone insured under this **policy**;
- loss of use or other indirect loss such as travel costs or loss of earnings;
- loss or damage to any **trailer** or vehicle, or their contents, while being towed by **your car**;
- loss or damage to **your car** if, at the time of the incident, it was being driven or used without **your** permission by someone in **your** family or someone who is living with **you** (this exception does not apply if the person driving is reported to the police for taking **your car** without **your** permission);
- any amount over that shown in the **schedule** for loss of or damage to permanently fitted in-car audio, television, phone, CB radio, games-console, electronic-navigation or radar detection equipment (if the equipment is part of **your car** specification when first registered, **we** will provide unlimited cover);
- loss or damage due to any government, public or local authority legally taking, keeping or destroying **your car**;
- any reduction to the **market value** of **your car** as a result of it being repaired.

Conditions which apply to sections B, C and D

1 Hire-purchase, leasing and other agreements

If **we** know that **your car** is owned by someone else, **we** will settle any claim by paying the legal owner before **we** pay anything left over to **you**.

2 Parts

We may decide to repair **your car** with parts which have not been made by **your car's** manufacturer but which are of a similar standard. If any part or **accessory** is not available, the most **we** will pay for that part will be the cost shown in the manufacturer's last United Kingdom price list (plus reasonable fitting costs).

3 Removing and delivering your car

If **your car** cannot be driven as a result of loss or damage covered under this **policy**, **we** will pay the reasonable cost of taking it to the nearest suitable repairer. **We** will also pay the reasonable cost of delivering **your car** to **you** at the address shown in the **schedule** after it has been repaired. **We** may put **your car** in safe storage, before it is repaired, sold or taken for scrap. **We** will pay the reasonable cost of storage.

Following an accident, **we** will help **you** and **your** passengers make arrangements to get home, to **your** original destination or take **you** to a safe place.

4 Repairs

If **our approved repairers** carry out the repairs, **you** do not need an estimate. Repairs carried out by **our approved repairers** are guaranteed for five years unless **you** sell **your car**.

You can arrange for reasonable and necessary repairs to be carried out at a repairer of **your** choice. However, **you** must give **us** full details of the incident and **we** must approve the detailed repair estimate before the work begins. Unless repairs are carried out by **our approved repairers** they are NOT guaranteed by **us** even though **we** may pay for those repairs directly.

5 Uneconomical repairs

If **your car** is uneconomical to repair (written off) and **we** agree to settle **your** claim on that basis, **you** still owe the full yearly premium as **we** will have met all **our** responsibilities to **you** under the **policy**. Once **we** settle **your** claim, **your car** will become **our** property and **you** must send **us** the registration document.

All cover will then end unless **we** agree differently. **We** will not refund any of **your** premium.

Section E Personal accident

What is covered

We will pay **you** or **your** legal representatives if **you** or **your partner** are accidentally injured while travelling in or getting into or out of any car, and this injury alone results within three calendar months of the date of the accident, in:

- death;
- total irrecoverable loss of sight in one or both eyes; or
- **loss of any limb.**

We will pay the benefit shown in the **schedule**.

What is not covered

We will not cover:

- any injury or death resulting from suicide or attempted suicide;
- anyone who is convicted for driving while under the influence of drink or drugs at the time of the accident; or
- an injured person under this **policy** if **we** insure them against personal accident under any other car insurance policy.

The most **we** will pay in any period of insurance is one benefit shown in the **schedule**.

Section F Other benefits

1 Medical expenses

We will pay medical expenses up to the amount shown in the **schedule** for each person injured if **your car** is in an accident, as long as there is no cover in force under another car insurance policy.

2 Personal belongings

We will pay for loss of, or damage to, clothing and personal belongings caused by fire, theft, attempted theft or accident, while they are in or on **your car**. The most we will pay for any one incident is the amount shown in the **schedule**. If **you** ask **us** to pay someone else, we will have no further responsibility to **you** once we have done so.

What is not covered

We will not cover loss of or damage to:

- money, credit or debit cards, stamps, tickets, vouchers, documents, securities (such as share and Premium Bond certificates), goods or samples carried in connection with any trade or business; or
- property insured under any other policy.

3 Hotel expenses

If **your car** cannot be driven after an accident or loss covered under section B of this **policy**, we will pay up to £40 for the driver (or £80 in total for all the people in the car) towards the cost of hotel expenses for an overnight stay if this is necessary.

4 New car cover

If **your car** is less than one year old and **you** are the first and only registered owner, we will replace it with one of the same make and model if it has:

- been stolen and not found; or
- suffered damage covered by the **policy** and the cost of repairing is more than 60% of the last United Kingdom list price, (including taxes).

We can only do this if a replacement car is available in the UK and anyone else who has an interest in **your car** agrees.

If a suitable replacement car is not available, or **your car** was not supplied as new in the UK, we will pay **you** the **market value** of **your car** at the time of the loss (less any **excess** that may apply). If we settle a claim under this clause, the lost or damaged car becomes **our** property and **you** must send **us** the registration document.

5 Child car seats

If **you** have a child car seat fitted to **your car** and **your car** is involved in an accident, damaged by fire or theft or stolen and not recovered, we will cover **you** for the cost of replacing the child car seat with a new one of a similar standard, even if there is no apparent damage.

Section G Territorial limits and foreign use

1 Territorial limits

This **policy** provides the cover described in **your schedule** in Great Britain, Northern Ireland, the Isle of Man, the Channel Islands and during journeys between these places.

2 Using your car abroad

This **policy** also provides the minimum cover **you** need by law to use **your car** in:

- any country which is a member of the European Union; and
- any country which the Commission of the European Community approves as meeting the requirements of Article 7(2) of the European Community Directive on Insurance of Civil Liabilities arising from using motor vehicles (number 72/166/CEE).

Countries include:

Andorra, Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Italy, Latvia, Iceland, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, Slovakia, Slovenia, Spain, Sweden and Switzerland including Liechtenstein.

3 Extending your policy cover abroad

In return for any extra premium **we** may charge, **we** will extend **your policy** and give **you** the same level of cover as **you** have in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands for the agreed period. **Your car** will also be covered during journeys between those countries by a recognised carrier.

Cover in these countries only applies if **your** main permanent home is in the United Kingdom and **your** visit abroad is for less than 90 days.

4 Customs duty

If **you** have to pay customs duty on **your car** in any of the countries covered in clause 2 because of repairs covered under the **policy**, **we** will pay these costs for **you**.

Section H Churchill Legal Assistance Service

This section only applies if it is shown on your schedule.

This section covers legal expenses insurance.

Definitions

In this section H only, the words below will have the following meanings.

Costs – legal costs reasonably and proportionately incurred by **your solicitor** on the standard basis or in accordance with The Predictable Costs Scheme if applicable. **We** will also pay **costs** which **you** are ordered to pay by a **court** and any other **costs we** agree to in writing.

Court – court, tribunal or other suitable authority.

Solicitor – any suitably qualified person appointed to represent **you** under this section of the **policy**.

Territorial limits – any country which is a member of the European Union and any country which the Commission of the European Community approves as meeting the requirements of Article 7(2) of the European Community Directive on Insurance of Civil Liabilities arising from using motor vehicles (number 72/166/CEE).

Uninsured losses – losses which **you** cannot recover from any insurance policy.

Cover provided

We will pay the **costs** of recovering **uninsured losses** which arise directly from any non-fault road-traffic accident involving **your car** causing:

- **your** death or injury;
- damage to **your car**;
- damage to any property in **your car** which **you** own or are legally responsible for; or
- any other **uninsured losses you** suffer.

The most we will pay is £100,000 for any claim or claims arising from any one incident.

Subject to the exceptions and conditions of this section of the policy we agree to provide this cover if:

- at the time of the incident, **your car** is being driven or used by a person identified in, and for a purpose allowed by, **your certificate of motor insurance**;
- the incident happens within the **territorial limits**, and after cover started;
- any legal proceedings will be carried out within the **territorial limits** by a **court** which **we** agree to; and
- **we** and **your solicitor** agree that it is more likely than not that **you** will be successful with **your** claim for damages.

Section H Churchill Legal Assistance Service continued

General exceptions which apply to Churchill Legal Assistance Service

See also the general exceptions which apply to the whole **policy**.

You are not covered for any claim arising from or relating to:

- **Costs** that relate to a period before **we** have accepted **your** claim
- Fines, penalties, compensation or damages which **you** are ordered to pay by a **court**.
- A dispute with **us** about this section of the **policy**, other than as shown in general condition 5 on page 23.
- **Costs** if **you** stop or settle a claim, or withdraw instructions from the **solicitor**, without good reason. If this applies, **you** will then have to refund any **costs we** have paid during **your** claim.

General conditions which apply to Churchill Legal Assistance Service

See also the general conditions which apply to the whole **policy**

If **you** do not keep to these conditions, **we** may:

- cancel this section;
- refuse or withdraw from any claim
- claim back from **you** **costs** paid by **us**;
- do all of the above.

1 You must do the following

- Send **us** full details of **your** claim in writing as soon as possible and in any event no later than 180 days after the date you knew about or should have known about the incident giving rise to the claim.

- Send **us** any other information that **we** ask for. (**You** must pay any costs involved in providing this information.)
- If **we** ask, **you** must tell the **solicitor** to give **us** any documents, information or advice that they have or know about.
- Fully co-operate with the **solicitor** and **us**, and not take any action that has not been agreed by **your solicitor** or by **us**.
- Keep **us** up to date with the progress of **your** claim.
- Tell **us** if the **solicitor** refuses to continue to act for **you** or if **you** withdraw **your** instructions.
- Tell **us** if anyone makes a payment into **court** or offers to settle **your** claim.
- Tell **your solicitor** to claim back all **costs** that **you** are entitled to and pay to **us** all **costs** that **we** have paid.
- Get **our** agreement to stop, settle, negotiate or withdraw from a claim.

2 Appointing a solicitor

- **We** have chosen a panel of law firms to provide legal services. While **you** are responsible for any **costs** they charge, **your policy** will cover them as long as **you** keep to the **policy** conditions.
- These firms make payments to **us** which depend on the number of personal injury claims **we** refer to them and they may also provide other services to **us** on a reduced cost or no cost basis.
- **You** have the right to choose a **solicitor** to safeguard **your** interests from the time **you** have the right to make a claim under this **policy**. This includes the right to choose the **solicitor** to serve **your** interest in any inquiry or proceedings or if a conflict of interests arises.

- Any **solicitor you** choose will be appointed to act for **you** in line with **our** standard terms of appointment. (**You** can ask **us** for a copy.)
- **You** must not enter into any agreement relating to charges with the **solicitor** without getting **our** permission first.
- If a **solicitor** refuses to continue acting for **you** with good reason, or if **you** dismiss them without good reason, **your** cover will end immediately unless **we** agree to appoint another **solicitor**.

3 You must tell your solicitor to do the following

- Get **our** written permission before instructing a barrister or an expert witness.
- Tell **us** immediately if it is no longer more likely than not that **you** will be successful with **your** claim.

4 We can do the following

- Contact the **solicitor** at any time, and he or she must co-operate fully with **us** at all times.
- Decide to settle **your** claim by paying **you** the compensation **you** are likely to be awarded by a **court** instead of starting or continuing **your** claim or legal proceedings.
- Refuse to pay further **costs** if **you** do not accept an offer or payment into **court** to settle a claim which **we** or **your solicitor** considers should be accepted.
- Refuse to pay further **costs** if it is no longer more likely than not that **you** will be successful with **your** claim.

5 Disputes

You may refer any disagreement between **you** and **us** to the Financial Ombudsman Service, which is a service offered to **you** free of charge. (See page 35 for details of our complaints procedure.)

You also have the right to refer any disagreement between **you** and **us** to arbitration (where an independent person, known as an arbitrator, makes a decision to settle the dispute). The arbitrator will be a solicitor, barrister or other suitably qualified person that **you** and **we** agree on. If we cannot agree, the arbitrator will be chosen by the president of the Law Society (or other similar organisation) for that part of the **territorial limits** whose law governs this section of the **policy**. **We** and **you** must keep to the arbitrator's decision. Whoever loses the arbitration will pay for all the costs and expenses of the arbitration.

General conditions 2 and 3 on page 30 do not apply to Churchill Legal Assistance Service.

Section Ji Replacement Car following a claim

This section only applies if it is shown on **your** motor insurance schedule.

If **you** make a claim under section B or section C of **your policy** and **your car** is repaired by an **approved repairer**, they will give **you** a car whilst **your car** is being repaired. The replacement car is intended to keep **you** mobile whilst the repairs are carried out and is not meant to be equivalent in terms of the size, type, value or status of **your car**.

Your policy will cover **you** to drive a replacement car which an **approved repairer** has provided to **you** under section B or section C. This cover will apply to everyone named on **your certificate of motor insurance** and is restricted to the limits on use and exclusions shown on the **certificate of motor insurance**. The replacement car supplied to **you** cannot be used in any other European country other than the United Kingdom.

The cover provided for a replacement car is subject to the **terms** described in **your policy** and **schedule**. If the cover provided under this **policy** is third party, fire and theft, the cover provided for the replacement car will be comprehensive and **you** will have to pay for the first £250 of any claim under section B for accidental damage, £75 under section D for windscreen replacement and £10 for windscreen repair.

Section Jii Guaranteed Hire Car

This section only applies if it is shown on **your** motor insurance schedule.

Definitions that apply to Guaranteed Hire Car

Hire car – a small hatchback car or similar registered as a private light goods vehicle that is supplied to **you** by the **hire car company**.

Hire car company – the company that **we** instruct to give **you** the **hire car**.

Hire period – the period **we** will pay for the **hire car**, up to 14 days in a row, for any one incident.

What is covered

If **your car** is damaged as a result of an accident, fire or theft, or if it is stolen and not recovered, **we** will arrange for the **hire car company** to provide **you** with a **hire car**, as long as the loss takes place in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands and **we** are dealing with **your** claim under sections B or C of **your policy**. **You** may be charged a refundable deposit, when **you** take delivery of the **hire car**. The deposit will be refunded on return of the **hire car** to the **hire car company**, subject to the **hire car company's** terms and conditions. The **hire car** should keep **you** mobile. It may not be a similar size, type, value or status to **your car**.

The most we will pay

If **we** are unable to find **you** a **hire car**, or **your car** has been professionally adapted or converted to carry a disabled driver or passenger, and a suitable **hire car** is not available, instead of providing **you** with a **hire car** **we** will pay **your** travel costs (up to £15 a day over the 14 days following **your** claim) whilst **you** carry out **your** normal daily routines.

What is not covered

We will not provide **you** with a **hire car** if **you** are only claiming for windscreen or glass damage.

We will not pay for **your hire car** for longer than the shortest of the following periods:

- the **hire period**;
- more than three days after payment has been issued to settle **your** claim; or
- if more than one payment is to be made to settle **your** claim, up to three days after the first payment has been made.

Conditions that apply to this section

1. **You** may only use the **hire car** whilst **your car** remains off the road or whilst **your car** is with an **approved repairer** as a result of an accident, fire or theft covered by this Section Jii.
2. When **you** are driving the **hire car** during the **hire period**, it is insured under **your policy**. This means that any claim for injury, loss or damage that takes place will be made under **your policy**, as long as the driver, or the person last in charge of **your car**, is permitted to drive under **your policy** in accordance with **your certificate of motor insurance**. Any payments **we** have to make under **your policy** for loss or damage to the **hire car** will be made to the **hire car company**. **You** will also have to pay any **excess** that applies as if the claim was made for **your car**.
3. **You** may only use the **hire car** in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands, unless the **hire car company** gives **you** permission and appropriate insurance cover.
4. The terms and conditions of the **hire car company** apply as well as **ours**. **You** will be given a copy of the **hire car company's** terms and conditions when **you** receive the **hire car**. If there is any difference between **our terms** and conditions and the terms and conditions of the **hire car company**, **our terms** and conditions will apply.
5. All requests for the reimbursement of travel costs will need to be reasonable and substantiated with documentary evidence.

Section Jiii Guaranteed Hire Car Plus

This section only applies if it is shown on **your** motor insurance schedule.

Definitions that apply to Guaranteed Hire Car Plus

Hire car – a similar physical size car or van to **your car**, subject to availability, registered as a private light goods vehicle that is supplied to **you** by the **hire car company**.

Hire car company – the company that **we** instruct to give **you** the **hire car**.

Hire period – the period **we** will pay for the **hire car**, up to 21 days in a row, for any one incident.

What is covered

If **your car** is damaged as a result of an accident, fire or theft, or if it is stolen and not recovered, **we** will arrange for the **hire car company** to provide **you** with a **hire car**, as long as the loss takes place in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands and **we** are dealing with **your** claim under sections B or C of **your policy**.

You may be charged a refundable deposit, when **you** take delivery of the **hire car**. The deposit will be refunded on return of the **hire car** to the **hire car company**, subject to the **hire car company's** terms and conditions. **The hire car** should keep **you** mobile. Although **we** will always try to provide **you** with a **hire car** that is a similar physical size to **your car**, it is subject to availability. Therefore, **your hire car** may not be the same as **your car** in terms of its size, type, value or status.

The most we will pay

If **we** are unable to find **you** a **hire car**, or **you** suffer an injury during the accident which prevents **you** from driving, instead of providing **you** with a **hire car** **we** will pay **your** travel costs (up to £50 a day and up to a maximum of £500 over the 21 days following **your** claim), whilst **you** carry out **your** normal daily routines.

What is not covered

We will not provide **you** with a **hire car** if **you** are only claiming for windscreen or glass damage.

We will not pay for **your hire car** for longer than the shortest of the following periods:

- the **hire period**;
- more than three days after payment has been issued to settle **your** claim; or
- if more than one payment is to be made to settle **your** claim, up to three days after the first payment has been made.

Conditions that apply to this section

- 1.** You may only use the **hire car** whilst **your car** remains off the road or whilst **your car** is with an **approved repairer** as a result of an accident, fire or theft covered by this Section Jiii.
- 2.** When **you** are driving the **hire car** during the **hire period**, it is insured under **your policy**. This means that any claim for injury, loss or damage that takes place will be made under **your policy**, as long as the driver, or the person last in charge of **your car**, is permitted to drive under **your policy** in accordance with **your certificate of motor insurance**. Any payments **we** have to make under **your policy** for loss or damage to the **hire car** will be made to the **hire car company**. **You** will also have to pay any excess that applies as if the claim was made for **your car**.
- 3.** You may only use the **hire car** in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands, unless the **hire car company** gives **you** permission and appropriate insurance cover.
- 4.** The terms and conditions of the **hire car company** apply as well as **ours**. **You** will be given a copy of the **hire car company's** terms and conditions when **you** receive the **hire car**. If there is any difference between **our terms** and conditions and the terms and conditions of the **hire car company**, **our terms** and conditions will apply.
- 5.** All requests for the reimbursement of travel costs will need to be reasonable and substantiated with documentary evidence.
- 6.** If the cover provided under this **policy** is third party, fire and theft, the cover provided for the replacement car will be comprehensive and **you** will have to pay the first £250 of any claim under Section B for accidental damage, £75 under Section D for windscreen replacement and £10 for windscreen repair.

General exceptions which apply to sections A to H

You are not covered for any of the following.

1 Who uses your car

We will not cover any injury, loss, damage or liability which takes place while **your car** is being:

- driven by any person not described as entitled to drive by the **certificate of motor insurance** or **schedule**;
- used for any purpose not allowed by the **certificate of motor insurance** or **schedule**;
- driven by someone who does not have a valid driving licence or is disqualified from holding or obtaining such a licence or is breaking the conditions of their driving licence.

This exception does not apply if **your car** is:

- with a member of the motor trade for maintenance or repair;
- stolen or taken away without **your** permission; or
- being parked by an employee of a hotel, restaurant or car-parking service.

2 Contracts

We will not cover any legal liability that arises as a result of **you** entering into any agreement or contract, unless **you** would have been liable even without such an agreement or contract.

3 Radioactivity

We will not cover any loss or damage to property or any direct or indirect loss, expense or liability caused or contributed to by:

- ionising radiation or radioactive contamination from any nuclear fuel or waste; or
- the radioactive, toxic, explosive or other dangerous properties of nuclear equipment or its nuclear parts.

4 War

We will not cover any injury, loss, damage or liability caused by war, invasion, revolution or a similar event except as is strictly required under the **Road Traffic Act**.

5 Riot

We will not cover any loss or damage caused by riot or civil commotion outside Great Britain, the Isle of Man or the Channel Islands. This exception does not apply to section A of this **policy**.

6 Use on airfields

We will not cover any injury, loss, damage or liability caused by using **your car** in any area where aircraft are normally found to be landing, taking off, moving or parked.

7 Pollution

We will not cover any injury, loss, damage or liability caused by pollution or contamination, unless the pollution or contamination is caused by a sudden, identifiable, unexpected and accidental incident which happens during the period of insurance.

8 Recovery of seized cars

We will not cover securing the release of a motor car, other than **your car**, which has been seized by, or on behalf of, any government or public authority.

9 Use on Nürburgring Nordschleif

We will not cover any injury, loss, damage or liability whilst **your car** is being used or driven on the Nürburgring Nordschleif.

General conditions which apply to sections A to H

1 Your duty

We will only provide the cover set out in this **policy** if **you** keep to all the **terms** and conditions of the **policy**.

All information given to us must be, as far as **you** know, correct. It is **your** responsibility to make sure that information relating to all drivers covered by the **policy** is accurate. If **we** discover that **you** or someone acting for **you** knowingly gave false information, **we** will cancel the **policy**, treat it as though it had never existed and **we** will not pay **your** claim.

2 Notification of accidents and losses

You must tell **us** as soon as reasonably possible about any incident which may lead to a claim under this **policy**. If **you** receive any notice of prosecution, inquest or fatal accident inquiry or **you** are sent a writ, summons, claim or letter, **you** must send it to **us**, unanswered, as soon as possible.

3 Claims procedure – Our rights and your obligations

- a **You** must not admit liability for or negotiate to settle any claim without **our** written permission.
- b **We** are entitled to:
 - take over and carry out the negotiation, defence or settlement of any claim in **your** name, or in the name of any other person covered by this **policy**;
 - take proceedings in **your** name, or in the name of any other person covered by this **policy**, to get back any money **we** have paid under this **policy**.
- c **You** must give **us** any information and help **we** need.
This condition does not apply to section H.

4 Administration Fee

If **you** make any temporary or permanent changes to **your policy** during the year or request duplicate documentation, **you** may have to pay an administration fee as well as any additional premium. Please refer to **your schedule** for the administration fees.

An administration fee may apply even though an amendment results in a return of premium to **you**. Please refer to **your schedule** for details of the administration fee.

5a Cancellation by us

We have the right to cancel this **policy** by sending seven days written notice to **your** last known address. If **we** do, **we** will return the premium less an amount for the period the **policy** has been in force. The **certificate of motor insurance** remains **our** property and **you** must surrender it to us within 7 days of the cancellation date.

If **we** have cancelled due to **you** not paying an instalment and **you** have made a claim, or one has been made against **you** during the current period of cover, then the balance of the year's premium shall become payable.

Please note under the **Road Traffic Act** it is an offence not to surrender the **certificate of motor insurance** within 7 days of the cancellation date.

5b Cancellation by you

You can cancel this **policy** at any time by telling **us** either over the phone or in writing. Please return the **certificate of motor insurance**.

Please note under the **Road Traffic Act** it is an offence not to surrender the **certificate of motor insurance** within 7 days of the cancellation date.

Cancelling the direct debit instruction does not mean **you** have cancelled the **policy**.

- If **you** cancel before **your policy** is due to start, **we** will return any premium **you** have paid in full.
- If **you** cancel within 14 days of the **policy** starting or within 14 days of receiving **your** documents (whichever occurs later) **we** will return any premium paid less an administration fee as shown in **your schedule**.
- If **you** cancel after those 14 days have passed, **we** will return any premium paid less:
 - a charge for the number of days for which cover has been given; and
 - an administration fee as shown in **your schedule**.

We will not refund any premium if **you** have made a claim or if one has been made against **you** during the period of cover.

5c Cancellation on renewal

- If **you** cancel before the new period of insurance (renewal) is due to start, **we** will return any premium paid in full.
- If the new period of insurance (renewal) has started and **you** cancel within 14 days of it starting or within 14 days of receiving **your** documents (whichever occurs later), **we** will return any premium paid in full.
- If **you** cancel after those 14 days have passed, **we** will return any premium less a charge for the number of days for which cover has been given and an administration fee as shown in **your schedule**.

We will not refund any premium if **you** have made a claim or if one has been made against **you** during the period of cover.

Please return the **certificate of motor insurance**.

Please note under the **Road Traffic Act** it is an offence not to surrender the **certificate of motor insurance** within 7 days of the cancellation date.

5d Suspensions

You can suspend this **policy** at any time by telling **us** either over the phone or in writing. Please return the **certificate of motor insurance**.

- If **you** suspend cover **we** will retain any premium paid. If **you** are paying by instalments, **you** must continue paying instalments during the period of suspension.
- If cover is suspended for more than 28 days in a row or if the **policy** expiry date passes during the period of suspension, **we** will refund **you** a portion of **your** premium for the suspension period. If cover is suspended for less than 28 days in a row and reinstated before the **policy** expiry date **we** will not refund any premium.

We will not refund any premium if **you** have made a claim or if one has been made against **you** during the period of cover.

6 Taking care of your car

You and any person who is covered by this **policy** must:

- make sure **your car** is roadworthy;
- take all reasonable steps to protect **your car** and its contents from loss or damage;
- make sure **you** keep property left in an open or **convertible** car in a locked boot or locked glove compartment; and
- allow **us** to examine **your car** at any reasonable time if **we** ask **you**.

General conditions which apply to sections A to H continued

7 Car sharing

Your **policy** covers **you** for carrying passengers for social or similar purposes in return for payment. But it does not cover **you** if:

- **your car** is made or adapted to carry more than eight people (including the driver);
- **you** are carrying the passengers as customers of a passenger-carrying business; or
- **you** are making a profit from the passengers' payments.

If **you** are not sure whether a car-sharing arrangement is covered by the **terms** of this **policy**, please contact **us**.

8 Modifications to your car

You must tell **us** what **modifications** **you** intend to make and obtain **our** agreement **prior** to making them. **Modifications** are changes to **your car's** standard specification, including optional extras. These include, but are not restricted to, changes to the appearance and/or the performance of **your car** (including wheels, suspension, bodywork and engine).

If **you** do not tell **us** about any relevant **modifications**, **we** may:

- reject or reduce **your** claim;
- treat the **policy** as void (i.e. as though it has never existed).

9 Fraud

If **you** or anyone acting for **you** make a claim knowing that any part of it is false, **we** will not pay the claim and **we** may cancel **your policy**. **We** may also involve the relevant authorities to bring criminal proceedings.

10 Other insurance

If **you** have other insurance which covers the same loss, damage or liability, **we** will not pay more than **our** share of **your** claim.

This does not apply to personal accident benefit (see section E).

11 If you miss a payment

If **you** are paying **your** premium in instalments and **your** bank has advised **us** that **you** have cancelled **your** direct debit, **we** will contact **you** for payment. If **we** do not receive payment **we** may cancel **your policy**.

Cancelling **your** Direct Debit does not mean that **you** have cancelled the **policy**. If **you** have made a claim or one has been made against **you** in the current period of insurance then the balance of the year's premium shall become payable.

12 If you have not paid your premium

We may refuse **your** claim or deduct any unpaid premiums from any claim payment **we** make to **you**.

13 People involved in this contract

This contract is between **you** and **us**. Nobody else has any rights they can enforce under this contract except those they have under the **Road Traffic Act**.

14 Automatic renewal

We may automatically renew **your policy** on the renewal date. If **we** plan to automatically renew, **we** will let **you** know **we** are planning to do this before **your** cover ends together with sending **you** details of the renewal premium. If **you** do not want to renew this **policy**, **you** should let **us** know before the renewal date.

15 Vehicle registration

To be covered by this **policy** **your car** must be registered in, or be in the process of being registered in, the UK, the Channel Islands or the Isle of Man.

Your information

Who we are

Churchill Car Insurance is underwritten by Churchill Insurance Company Limited.

You are giving your information to Churchill Insurance Company Limited who are members of The Royal Bank of Scotland Group (The Group). In this Information statement 'we' 'us' and 'our' refers to Churchill Insurance Company Limited unless otherwise stated.

For information about **our** group of companies please visit **www.rbs.com** and click on 'About Us', or for similar enquiries please telephone **0131 556 8555** or Textphone **0845 900 5960**.

Your electronic information

If you contact **us** electronically, **we** may collect your electronic identifier e.g. Internet Protocol (IP) address or telephone number supplied by your service provider.

How we use your information and who we share it with

We will use your information to manage your insurance policy, including underwriting and claims handling. This may include disclosing it to other insurers, third party underwriters and reinsurers.

Your information comprises all the details **we** hold about you and your transactions and includes information obtained from third parties.

We may use and share your information with other members of the Group to help **us** and them:

- assess financial and insurance risks;
- recover debt;
- prevent and detect crime;
- develop **our** services, systems and relationships with you;
- understand **our** customers' requirements;
- develop and test products and services.

We do not disclose your information to anyone outside the Group except:

Where **we** have your permission; or where **we** are required or permitted to do so by law; or to credit reference and fraud prevention agencies and other companies that provide a service to **us** or you; or where **we** may transfer rights and obligations under this agreement.

We may transfer your information to other countries on the basis that anyone to whom **we** pass it provides an adequate level of protection. However, such information may be accessed by law enforcement agencies and other authorities to prevent and detect crime and comply with legal obligations. From time to time **we** may change the way **we** use your information. Where **we** believe you may not reasonably expect such a change **we** shall write to you. If you do not object to the change within 60 days, you consent to that change.

We are also required to supply motor insurance policy details to the Motor Insurance Database (MID) run by the Motor Insurers Information Centre (MIIC) to which the Police, DVLA/DVANI (Driver and Vehicle Licensing Agencies) and other insurers have access. Law enforcement agencies may access and use this information.

Sensitive Information

Some of the personal information **we** ask you for may be sensitive personal data, as defined by the Data Protection Act 1998 (such as information about health or criminal convictions). **We** will not use such sensitive personal data about you or others except for the specific purpose for which you provide it and to provide the services described in your policy documents.

Your information continued

You will have been asked to agree to this when you first contacted **us** but please ensure that you only provide **us** with sensitive information about other people with their agreement.

Dealing with other people

It is **our** policy to deal with your spouse or partner who calls **us** on your behalf, provided they are named on the policy. If you would like someone else to deal with your policy on your behalf on a regular basis please let **us** know. In some exceptional cases **we** may also deal with other people who call on your behalf, with your consent. If at any time you would prefer **us** to deal only with you, please let **us** know.

Credit Reference Agencies

To assess your insurance application and the terms on which cover may be offered, **we** may obtain information about you from credit reference agencies to check your credit status and identity. The agencies will record **our** enquiries. This will not affect your credit rating.

Fraud prevention and Protection Agencies

Please take time to read the following as it contains important information relating to the details you have given or should give to **us**. You should show this notice to anyone whose data has been supplied to **us** in connection with your policy.

To prevent and detect fraud **we** may at any time:

Share information with other organisations and public bodies including the police although **we** only do so in compliance with the Data Protection Act 1998.

Check and/or file details with fraud prevention agencies and databases and if **we** are given false or inaccurate information and **we** identify

fraud, **we** will record this. **We** and other organisations may also use and search these agencies and databases from the UK and other countries to:

- help make decisions about the provision and administration of insurance, credit and related services for you and members of your household;
- trace debtors or beneficiaries, recover debt, prevent fraud, and to manage your accounts or insurance policies; or
- check your identity to prevent money laundering, unless **you** provide **us** with other satisfactory proof of identity.

Law enforcement agencies may access and use this information. **We** and other organisations may also access and use this information to prevent fraud, money laundering and terrorist financing, for example when:

Checking applications for, and managing credit and other facilities and recovering debt;

Checking insurance proposals and claims;

Checking details of job applicants and employees.

We, and other organisations that may access and use information recorded by fraud prevention agencies, may do so from other countries.

We can provide the names and addresses of the agencies **we** use if **you** would like a copy of your information held by them. Please contact **us** at the address below. The agencies may charge a fee.

If **you** would like a copy of the information **we** hold about **you**, please write to: The Data Protection Officer, Regulatory Risk Department, Churchill Court, Westmoreland Road, Bromley BR1 1DP quoting **your** reference. A fee may be payable.

Important information about your policy

How to make a claim

To notify us of a claim please telephone **0845 603 3590**.

How to complain

If you need to complain, please call us on **0845 603 3580**.

If we cannot sort out the differences between you and us, you can take the matter to the Financial Ombudsman Service (FOS). It is an independent organisation that operates according to the rules made by the Financial Services Authority.

Their address is: Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR. Phone: **0845 080 1800**. You can visit the FOS website at **www.fos.org.uk**

The FOS will contact us for you. The FOS will tell you its decision direct. Being referred to the FOS will not affect your legal rights.

If you are a business and for any reason your complaint falls outside of the jurisdiction of the FOS then we will still respond to your complaint but if we cannot sort out the differences between us you will not be able to refer the matter to FOS. However, this will not affect your legal rights.

Details about our regulator

We are authorised and regulated by the Financial Services Authority. You can visit the Financial Services Authority website, which includes a register of all regulated firms, at **www.fsa.gov.uk**. Or, you can contact them on **0300 500 5000**. The Financial Services Authority registration number for Churchill Insurance Company Limited is 202727.

Under the Financial Services and Markets Act 2000, should the company be unable to meet all its liabilities to policyholders, compensation may be available. Insurance advising and arranging is covered for 90 % of the claim without any upper limit. For compulsory classes of insurance, Insurance advising and arranging is covered for 100 % of the claim, without any upper limit. Information can be obtained on request, or by visiting the Financial Services Compensation Scheme **www.fscs.org.uk**

Motor Insurance Database

We will add your policy details to the Motor Insurance Database (MID), run by the Motor Insurers' Information Centre (MIIC). The Driver and Vehicle Licensing Agency (DVLA) and the Driver and Vehicle Agency Northern Ireland (DVANI) may use this information for the purpose of electronic vehicle licensing. The police may also use it to see whether a driver is using their car legally or to prevent and detect crime. If you are involved in an accident (in the UK or abroad), other UK insurers, the Motor Insurers' Bureau and MIIC may search databases to gather relevant policy information.

Anyone making a claim for a road traffic accident (including citizens of other countries) may also gather relevant information which is held on the database. You can find out more about this from us, or at **www.miiic.org.uk**

Your consumer credit agreement

Your right to cancel your consumer credit agreement

If you have chosen to pay by instalments, you may cancel the consumer credit agreement within 14 days of receiving it. If you would like to cancel the consumer credit agreement, please call us on **0845 603 3551** or write to us at the address shown on your documents. We will refund, in full, any premium you have paid as long as you have not made a claim. If a claim has been made, we will take any remaining and unpaid premium from the settlement amount.

If you do not cancel the consumer credit agreement, you must continue to pay the instalments for your policy, otherwise we will cancel your cover and end the consumer credit agreement.

If you cancel your consumer credit agreement within 14 days, you can continue cover under your policy as long as you pay the full premium. Otherwise, we will also cancel cover under your policy.

Other important information about your consumer credit agreement

If you have a complaint about your consumer credit agreement, you should refer to the 'How to complain' section on page 35.

You may end your consumer credit agreement at any time. However, if you want cover to continue under the policy, you must pay the outstanding balance in full.

If you decide to cancel cover under your policy, all cover will end from the due date. You must return the certificate of motor insurance within seven days of the cancellation date.

We may end your consumer credit agreement if you fail to pay any instalment by the due date. For full details, please see your consumer credit agreement.

It is possible that other taxes or costs, not paid through us, may apply to your consumer credit agreement.

English law will apply to your consumer credit agreement and any dispute will be dealt with by the English courts. We have supplied your consumer credit agreement and other information in English and we will continue to communicate with you in English.

How to contact us

Customer Care Line

0845 603 3550

Mon–Fri 8am–9pm; w/ends 9am–5pm

Claims Hotline

0845 603 3599

24 hours, 7 days a week

Glass repair & replacement

0845 606 1111

24 hours, 7 days a week

Legal advice

0845 246 2408

24 hours, 7 days a week

Or e-mail us at:

car.customer.service@churchill.com