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www.igo4.com

FULL
POLICY
WORDING

iGO 4
CAR INSURANCE

Welcome to Your iGO4 Car Insurance Policy

Thank **You** for insuring **Your** vehicle through iGO4. This booklet describes **Your Contract** of private car insurance and should be read along with **Your** current **Policy Schedule**, current **Certificate of Motor Insurance** and **Statement of Fact**.

This insurance is a **Contract** of insurance between the **Insurer** and **You**, the insured.

In applying for or renewing this policy **You** confirmed that the information **You** have given for the purpose of entering into the **Contract** is true to the best of **Your** knowledge and belief. The **Contract** will be in force for any **Period of Insurance** for which **You** have paid or agreed to pay and **We** have accepted or agreed to accept the premium.

In return for the premium paid the **Insurer** will insure **You** against those losses and liabilities detailed in the policy documents during the period referred to in the **Schedule** and during any further period for which the **Insurer** may accept premium.

A person or company who was not party to this **Contract** has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect the right or remedy of a **Third Party** which exists or is available apart from that Act.

AUTHORISED SIGNATORY ON BEHALF OF YOUR INSURER



Matt Munro
Chief Executive
iGO4 Limited

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Definitions

These apply to all parts of this Policy except where noted otherwise

Words shown in **bold** have the same meaning wherever they appear in this **Policy**.

CDL

Cheshire Datasystems Ltd which provides software solutions to **Us** and the **Insurer**.

Certificate of Motor Insurance

The proof that **You** have motor insurance needed by law, which shows the vehicle covered, the purposes of use permitted by the insurance and details of the individuals insured, and those who are allowed to drive **Your Car**.

Contract

This insurance is made up of four important documents:

- 1) The **Policy Wording**
- 2) The **Certificate of Motor Insurance**
- 3) The **Schedule**
- 4) The **Statement of Fact**, the document containing information supplied by **You**.

All four documents should be read together as part of the contract.

Cover

The Insurance cover provided by this **Contract**.

Endorsement

Specific terms and/or conditions that apply to **Your Policy** and are shown in the **Schedule**.

Excess

An amount **You** may be obliged to pay in the event of a claim that is shown on **Your Schedule**.

Insurer

The authorised Insurer or Lloyd's syndicate shown at the foot of the **Certificate of Motor Insurance** and/or on the current **Schedule**.

All Insurers are directly or indirectly authorised by either the Prudential Regulation Authority, the Financial Conduct Authority or the Financial Services Commission in Gibraltar. They are regulated by the Financial Conduct Authority and the Prudential Regulation Authority in the UK or the Financial Services Commission in Gibraltar.

- The Financial Conduct Authority website which includes a register of all regulated firms can be visited at www.fca.org.uk/register or they can be contacted on 0300 500 0597.
- The Financial Services Commission website can be visited at www.fsc.gi or they can be contacted on 00350 200 40283.

Market Value

The retail market value based on that listed in a current motor trade publication guide for purchasing, or replacing, the insured vehicle with one of the same make, model, age, trim level, recorded mileage and being in a similar condition. A motor trade publication such as Glasses, CAP (CAP Motor Research Ltd) or Parkers guide will be used as they are recognised and used extensively throughout the motor vehicle industry to value new/used vehicles. When **You** make a claim under this policy **Your Insurers** may be able to provide information on how they have calculated the market value of **Your Car**.

Other Car

A car being driven by **You** (with the owner's consent) which is not owned by **You**, hired to **You**, leased to **You** under a leasing agreement, or provided to **You** as a courtesy car.

Partner

The husband or wife of the **Policyholder** or the domestic or civil partner of the **Policyholder** living at the same address and sharing financial responsibilities. This does not include any business partners or associates.

Period of Insurance

The dates shown on **Your** current **Certificate of Motor Insurance** and **Schedule**.

Policyholder

The person named as the policyholder on **Your** current **Certificate of Motor Insurance**.

Policy Wording

This insurance policy document.

Schedule

The document which shows details of **Your Car**, the level of **Cover** provided, **Endorsements**, and all **Excesses**.

Statement of Fact

The document containing information supplied by **You**.

Third Party

Any person other than **You** or any person for whom **Cover** is provided under this policy or **Us**.

Trailer

Any drawbar trailer, semi-trailer, horsebox, caravan or car which is towed by **Your Car**.

United Kingdom (UK)

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

Voluntary Excess

An amount **You** have volunteered to pay in the event of a claim, for which **You** may receive a reduction in **Your** premium. This may be in addition to other policy **Excesses** and is shown on **Your Schedule**.

We, Our, Us

iGO4 Limited, the intermediary arranging **Cover** on behalf of the **Insurer**. **We** can be contacted at iGO4 Limited, iGO4 House, Staniland Way, Peterborough, PE4 6JT, Email: customerservices@iGO4.com.

Your Car

The vehicle shown on **Your** current **Certificate of Motor Insurance** and **Schedule**.

You, Your, Yourself,

The person named as the Insured in the insurance documents.

How to identify Your cover

Your Schedule says which level of **Cover** and product level **You** have.

You must make sure **You** have the **Cover You** need under this insurance. Please read carefully and contact **Us** immediately if there is anything **You** do not understand or agree with.

Information and changes We need to know about

You must take reasonable care to provide complete and accurate answers to the questions **We** ask when **You** take out, make changes to, and renew **Your** policy.

You must tell **Us** immediately if there are any changes to the information set out in the **Statement of Fact, Certificate of Motor Insurance** or on **Your Schedule**. **You** must also tell **Us** immediately about any of the following changes:

- A change to the people insured, or to be insured.
- Any motoring convictions (driving licence endorsements, fixed penalties or pending prosecutions for any motoring offences) for any of the people insured, or to be insured.
- Any Criminal convictions for any of the people insured, or to be insured.
- Any accidents, claims, losses or damages to any vehicle, whether or not a claim was made and regardless of blame. This includes all types of claims, damages or accidents such as fire, theft or glass damage (windscreen or window).
- A change of **Your Car**.
- Any change affecting ownership of **Your Car**.
- Any change in the way that **Your Car** is used.
- Any modifications to **Your Car** (where the vehicle has been altered from the manufacturer's specification). This includes changes to the:
 - a. Appearance (cosmetic changes), such as alloy wheels or paint.
 - b. Bodywork, such as body kits or spoilers.
 - c. Suspension or brakes.
 - d. Performance of the vehicle, such as the engine management system or exhaust.
 - e. Audio/entertainment system.
- **You** or anyone insured by this policy changing from a provisional to a full driving licence when passing the practical driving test to become a qualified driver or having their licence suspended or revoked.
- **You** or anyone insured by this policy developing a health condition that requires notification to the DVLA, or an existing condition worsens and or results in **Your** licence being restricted.

Note: This list is not exhaustive. If in doubt, please notify **Us** by calling 0844 800 8538

When **We** are notified of a change, **We** will tell **You** if this affects **Your** policy, for example whether **We** are able to accept the change and if so, whether the change will result in revised terms and/or premium being applied to **Your** policy.

Please note that if **You** do not use reasonable care to answer **Our** questions correctly and accurately **We** or the **Insurer** may be entitled to:

- Cancel **Your** policy, refuse to pay any claim and in certain circumstances retain any premiums paid; or
- Refuse all claims but return premiums paid; or
- Revise the terms of the policy; or
- Reduce proportionately the amount to be paid on a claim.

Data Protection

It is a condition of this insurance that **You** and all other people covered by this policy read and accept the terms in this data protection notice. It is the responsibility of the **Policyholder** to ensure all other people covered by this policy have read and accepted these terms and conditions. This notice explains how **We** will hold, process and share **Your** personal data with selected third parties, insurers and reinsurers for insurance administration purposes and to detect and prevent fraud.

You must tell **Us** about any incident (such as an accident, fire or theft), whether or not **You** will make a claim. When **You** tell **Us** about an incident **We** will pass information about it to the **Insurer** and relevant agencies. **We** may search the databases held by those agencies when **You** apply for insurance or make a claim.

We and the **Insurer** may record phone calls **You** make to each of us and use the recordings to prevent fraud, for staff training and for quality-control purposes.

Insurance Administration

We will hold, process and share **Your** personal data with selected third parties, insurers and reinsurers for insurance administration purposes. **We** may transfer and process **Your** personal data in a destination outside the European Economic Area, subject to appropriate data safeguards, and by taking out a policy with **Us** **You** consent to this. **Your** personal data may also be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing **Our** and the **Insurer's** compliance with any regulatory requirements.

In assessing any claims made, the **Insurer** may undertake checks against publicly available information (such as electoral roll, county court judgements, bankruptcy or repossessions). Information may also be shared with other insurers directly or via those acting for the insurers (such as loss adjusters or investigators).

In order to assess **Your** insurance risk or administer claims that arise, **We** and the **Insurer** may need to collect data that the Data Protection Act defines as sensitive (such as medical history or criminal convictions). By purchasing this policy **You** are giving **Your** consent to such information being processed by **Us**, the **Insurer** and their agents. With limited exceptions, **You** have the right to access and if necessary rectify information held about **You**.

At the request of many of **Our** customers, and to make managing **Your** insurance more convenient for **You**, 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 to change this arrangement or would prefer **Us** to deal only with **You**, please call **Us** to let **Us** know.

We use a third party to securely store **Your** card details in accordance with industry standards. Unless **You** have advised otherwise **We** will use these card details to renew **Your** policy, process refunds and additional premiums due following changes to **Your** policy and to collect any charges and outstanding debt. In all cases **We** will advise **You** of **Our** intention to take payment and give **You** the opportunity to make alternative arrangements if necessary.

Motor Insurance Database

Information relating to **Your** insurance policy will be added to the Motor Insurance Database (MID) managed by the Motor Insurers Bureau (MIB). The MID and the data stored on it may be used by certain statutory and/or authorised bodies including the Police, the DVLA, the DVANI, the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including:

- Electronic Licensing;
- Continuous Insurance Enforcement;
- Law enforcement (prevention, detection, apprehension and or prosecution of offenders);

- The provision of government services and or other services aimed at reducing the level and incidence of uninsured driving.

If **You** are involved in a road traffic accident (either in the **UK**, the EEA or certain other territories), **Insurers** and/or the MIB may search the MID to obtain relevant information. Persons (including appointed representatives) pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID. It is vital that the MID holds **Your** correct registration number. If it is incorrectly shown on the MID **You** are at risk of having **Your Car** seized by the police. **You** can check that **Your** correct registration number details are shown on the MID at www.askmid.com. **You** should show this notice to anyone insured to drive **Your Car** covered under the policy.

Credit Searches

To ensure **We**, our **Insurers** and credit providers have the necessary facts to assess **Your** insurance risk, verify **Your** identity, prevent fraud and provide **You** with their best premium and payment options, **We**, the **Insurer** or the credit provider may obtain information from third parties at quotation, renewal and in certain circumstances where policy amendments are requested.

This information includes quotation searches from credit reference agencies who will conduct a credit search including full electoral roll, public information and previous search records. The credit reference agencies keep a record of that search, which may be visible to other credit providers. A search will be carried out on **Our** behalf by **Our** software house Cheshire Datasystems Limited (CDL) and will be recorded on **Your** credit report in CDL's name, however searches completed by **Insurers** or credit providers may show alternative names. **We**, the **Insurer** or the credit provider may also pass to credit reference agencies information **We** hold about **You** and **Your** payment record. Credit reference agencies share information with other organisations, enabling applications for financial products to be assessed or to assist the tracing of debtors, or to prevent fraud. **We**, the **Insurer** or the credit provider may ask credit reference agencies to provide a credit scoring computation. Credit scoring uses a number of factors to work out risks involved in any application. A score is given to each factor and a total score obtained. Where automatic credit scoring computations are used, acceptance or rejection of **Your** application will not depend only on the results of the credit scoring process.

Preventing and Detecting Fraud

Fraudulent claims are a serious problem for insurers and any costs arising from such activity are inevitably passed on to honest policyholders. In order to protect **Your** interests and the interests of the vast majority of **Our** policyholders, the **Insurer** will fully investigate all claims, and where fraud is detected may report to the authorities under the Proceeds of Crime Act 2002(POCA).

In order to prevent and detect fraud **We** or the **Insurer** may at any time:

- Share information about **You** with other organisations and public bodies including the police. It is **Our** practice to co-operate fully with the police authorities in the detection and prosecution of those involved in fraud.
- Pass information to the Claims and Underwriting Exchange Register, run by Insurance Database Services Ltd (IDS Ltd) and the Motor Insurance Anti-Fraud and Theft Register, run by the Association of British Insurers (ABI).
- Check and/or file **Your** details with fraud prevention agencies and databases, and if **You** give false or inaccurate information and **We** suspect fraud, **We** will record this.

The aim is to help Insurers to check the information provided and also to prevent fraudulent claims. When **Your** request for insurance is dealt with, the registers will be searched. Under the conditions of **Your** policy, **We** and the **Insurer** must be told about any incident (such as an accident or theft) that may or may not give rise to a claim. In the event of a claim the information **You** supply together with any other information relating to the claim, will be put on the register and made available to participants.

If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. **We** and other organisations may also access and use this information to prevent fraud and money laundering, for example, when:

- Checking details on applications for credit and credit related or other facilities;
- Managing credit and credit related accounts or facilities & recovering debt;
- Checking details on proposals and claims for all types of insurance;
- Undertaking credit searches and additional fraud searches, such as a driving licence check.

We or the **Insurer** may keep certain documents, such as proof of no claims bonus, while **We** are awaiting payment of outstanding premium or administration charges. **We** will ensure that **You** have the documents **You** are required to have by law.

Please contact **Us** on 0844 800 8538 if **You** want to receive details of the relevant fraud prevention agencies. **We** and other organisations may access and use the information recorded by fraud prevention agencies in other countries.

PART 1

Legal Liability to Third Parties

WHAT IS COVERED

This policy covers **You** for all sums **You** become legally liable to pay for death of or injury to any other person and damage to any other person's property as a result of an accident involving **Your Car** detailed in the current **Certificate of Motor Insurance** and **Schedule**.

Subject to the conditions set out in the paragraph below, where **Your Certificate of Insurance** allows **You** to drive any other car, **Your Insurer** will indemnify **You** for death of or injury to any other person and damage to any other person's property as a result of an accident involving the **Other Car**. Note that there is no cover for loss of or damage to the **Other Car**.

This cover only applies if:

- **You** are the **Policyholder**.
- **You** are still in possession of **Your Car** insured under this policy.
- **You** are not a firm or company.
- The **Other Car** is not owned by **You** or hired or lent to **You** by **Your** employer or business partner.
- The **Other Car** is being used within the "limitations of use" shown in **Your** current **Certificate of Motor Insurance**.
- There is a current and valid policy of insurance in force for the **Other Car** being driven under this section of the policy.
- **You** are not entitled to make a claim for damage under any other insurance policy.
- **You** were driving the **Other Car** at the time of the accident and **You** had the owner's permission to do so.
- The **Other Car** is being driven in the **United Kingdom**.
- The **Other Car** being driven is registered in the **United Kingdom**.
- The **Other Car** has not been seized by, or on behalf of, any government or public authority.

The **Cover** under this part of your insurance applies whilst a **Trailer** or disabled mechanically propelled vehicle is attached to **Your Car**. Note that there is no **Cover** for loss of or damage to that **Trailer** or disabled mechanically propelled vehicle.

The **Insurer** will also give this **Cover** to:

- Any driver covered by **Your Certificate of Motor Insurance** and **Schedule** who is driving **Your Car** with **Your** permission.
- Any person travelling in, on or getting into or out of **Your Car**.
- Any person using, but not driving, **Your Car** with **Your** permission for social, domestic or pleasure purposes.
- The legal, personal representative of any person who has died, but who was covered under this part of the policy.

Legal Costs and Expenses

If the **Insurer** agrees in writing beforehand they will pay:

- Solicitors' fees if anyone they insure is represented at a coroner's inquest or fatal accident inquiry or is defending any proceedings in a high court or above.
- Legal services to defend anyone they insure in the event of proceedings being taken for manslaughter, reckless or dangerous driving causing death.
- Other costs incurred with the **Insurer's** prior written approval.

The **Insurer** will only pay these legal costs if they relate to an incident that is covered under Part 1 of this policy.

If **Your Certificate of Motor Insurance** includes business use, the **Insurer** will cover **Your** employer if an accident happens when **Your Car** is being used on business.

The **Insurer** will pay the NHS their cost in providing **You** with any Emergency Medical Treatment that they are entitled to recover under the Road Traffic Act 1988. If this is the only payment they make, it will not affect **Your** no claim discount.

WHAT IS NOT COVERED

The **Insurer** will not give **Cover**:

- Unless the person driving holds a licence to drive such a car, and held a licence to drive such a car at the time of any incident giving rise to the claim, and is not disqualified from holding or obtaining such a licence except when **Your Car** is being driven and a licence is not required by law.
- To anyone who is not driving **Your Car** if that person knows that the driver has never held a licence to drive it or does not hold a valid licence to drive or is disqualified from holding or obtaining such a licence at the time of an incident giving rise to the claim.
- To any person who is entitled to **Cover** under any other policy.
- To anyone who fails to comply with all of the terms and conditions of this policy in so far as they may apply.
- For death of or injury to any person arising out of and in the course of that person's employment by the person claiming under this part of the policy. The exception being where such liability is required to be covered by the Road Traffic Acts.
- For damage, loss of use or other loss to any car which is covered by this part of the policy or any property which **You** or anyone else driving **Your Car** owns or is responsible for.
- For damage, loss of use or other loss to any **Trailer**, caravan, or vehicle (or the contents thereof) while being towed or attached to **Your Car**.
- To any person involved in an accident if **You**, a driver described on **Your Certificate of Motor Insurance** as an insured driver, or any other person are:
 - Driving with an alcohol level in excess of the legal limit.
 - Driving while unfit through drink or drugs, whether prescribed or otherwise.
 - Driving and fail to provide a blood, urine or breath specimen when required to do so, without lawful reason.

In such circumstances, the **Insurer** will make payments to satisfy their obligations as required under the Road Traffic Acts, but will reserve the right to seek to recover any amounts from **You** or the driver of **Your Car**.

- For any intentional damage to any property or the death of or injury to any person caused by or incurred with the consent or connivance of the insured.
- For any liability whatsoever arising out of the deliberate use of **Your Car**:
 - to cause damage to other vehicles or property.
 - to cause injury to any person and/or to put any person(s) in fear of injury.
- To any person involved in an accident where **Your Car** is used on the Nurburgring Nordschleife, or for racing formally or informally against other motorists, pace-making, competitions, rallies, track days, trials or tests, speed trials or speed tests, either on a road, track, or at an off-road 4x4 event.
- If the event causing the death occurred outside of the policy geographical limits
- To any liability, injury, loss or damage resulting from anything sold, transported or supplied by **You** or on **Your** behalf.
- Unless he/she shall observe, fulfil and be subject to the Terms, Exclusions, Conditions and Endorsements of this Policy in so far as they can apply.
-

Any amount over £20,000,000 for any one claim or series of claims arising from one event that causes loss or damage to property. This limit is inclusive of all costs and expenses up to £5,000,000.

These limits do not apply to claims occurring in other countries where the Territorial Limits part of this policy (Part 9) is operative, if the maximum liability required by law in that country is greater.

PART 2

Your Car - Fire, Theft or Attempted Theft

WHAT IS COVERED

The **Insurer** will pay for loss of or damage to **Your Car** and its accessories and spare parts while they are fixed to or in **Your Car** or in **Your** private garage, caused by fire, theft, or attempted theft. Loss of or damage to **Your Car** under this part of the policy is covered whilst **Your Car** is with a member of the motor trade for its upkeep, overhaul or repair.

If **You** advise **Us**, when reporting an accident to the Claims Helpline, that **Your Car** cannot be driven because of the loss or damage covered under this policy, the **Insurer** will arrange and pay for the cost of protecting **Your Car** and taking it from the scene of the incident to the nearest competent repairer. If **You** use a repairer recommended by the **Insurer**, **You** will be provided with a courtesy car whilst **Your Car** is being repaired. This will be subject to availability and is NOT available if **Your Car** is a total loss or for accidents occurring outside of the **United Kingdom**. After it has been repaired, the **Insurer** will arrange and pay for the cost of delivering it to **Your** address in the **United Kingdom**. **You** are of course permitted to use **Your** own repairer but **You** will need to submit repair estimates to the **Insurer** for authorisation, which may delay the progress of **Your** claim. The **Insurer** will retain the right to the salvage of a vehicle following a total loss for disposal in accordance with the Association of British Insurers code of practice.

The **Insurer** will replace **Your Car** with a new car of the same make, model and specification if:

- **You** are the first registered keeper of the car; and
- **Your Car** is under 12 months old at the time of the loss; and either
- **Your Car** is stolen and not recovered within 28 days of **You** telling the **Insurer** about the theft; or
- The damage estimated by the **Insurer** is more than 60% of the current **Market Value**.

If the **Insurer** does replace **Your Car**, **Your** old car will belong to them. If the exact model of **Your Car** is not available, the **Insurer** will pay **You** instead as shown in Part 4 of this **Policy Wording**, How claims are settled?

The **Insurer** will pay up to £150 for loss or damage to permanently fitted in-car entertainment equipment, after deducting **Your Excess**, which includes radios, tape and CD/DVD playing equipment, satellite navigation systems, telephones, televisions, games consoles and screens. If this equipment forms part of the original vehicle specification and was fitted by the manufacturer of **Your Car**, the amount of **Cover** is unlimited after deducting **Your Excess**. If **Your Schedule** shows that **You** have the iGO4 Essentials product the **Insurer** will not pay for loss of or damage to any audio or radio equipment fitted to **Your Car**.

WHAT IS NOT COVERED

The **Insurer** will not pay for any of the following:

- The **Excess** of each and every claim made under this part unless at the time of the loss or damage, **Your Car** was in a locked garage which has been subjected to forcible and violent entry or exit.
- Loss of use of **Your Car**.
- Loss of or damage to **Your Car** as a result of legal repossession.
- Loss of or damage to **Your Car** or accessories, whilst **Your Car** is left unattended, arising from Theft, attempted Theft, malicious damage or vandalism when:
 - the ignition keys (which include ignition cards, lock transmitters or any other form of vehicle entry device) are left in **Your Car** or on **Your Car**.
 - **Your Car** has not been secured by means of door and boot lock.
 - any window or any form of sliding or removable roof or hood has been left open or unlocked.

- **Your Car** is fitted with a security system and at the time of the loss the security system was not activated and working properly. All keys used to activate/deactivate the alarm/immobiliser fitted to **Your Car** must be submitted to your **Insurer** at their request when making a claim.
- Theft, or attempted theft, that involves somebody using deception or fraud to acquire **Your Car**.
- Any reduction in the value of **Your Car** as a result of it having been repaired.
- Any extra costs caused by the parts or replacements not being available in the **United Kingdom**.
- Confiscation, requisition or destruction by or under order of any Government, Public or Local Authority.
- Loss of or damage to **Your Car** arising from it being taken or driven by a person who was not an insured driver under the policy, but was a member of **Your** family or household, or any other person known to **You** unless **You** can prove that the driver intended to permanently deprive **You** of **Your Car**.
- Any increase in damage as a result of **Your Car** being moved under its own power following an accident, fire or theft, unless **Your Car** is causing an obstruction.
- The cost of any repair or replacement which improves **Your Car** beyond its condition immediately before the loss or damage occurred.
- Loss or damage caused maliciously or deliberately by any person driving **Your Car** with **Your** permission or agreement.
- Any loss or damage whilst **You**, anyone insured under **Your** policy, or anyone **You** give authority to, undertakes any form of repairs or improvements to **Your Car** who is not qualified to do so.
- Loss or damage to any **Trailer** or caravan whether or not it is being towed by or attached to **Your Car**.
- Loss or damage arising whilst **Your Car** is being driven by **You**, a driver described on **Your Certificate of Motor Insurance** as an insured driver, or any other person who is:
 - Driving with an alcohol level in excess of the legal limit.
 - Driving while unfit through drink or drugs, whether prescribed or otherwise.
 - Driving and fail to provide a blood, urine or breath specimen when required to do so, without lawful reason.
- Any loss or damage arising whilst **Your Car** is being parked by an employee of a hotel or restaurant or car parking service.
- Loss of or damage to any accessories and/or spare parts in or on **Your Car** resulting from theft if **Your Car** is not stolen at the same time.
- Any loss or damage if at the time of an incident, regardless of type, be that accident, fire, malicious damage or theft, **Your Car** is in an unsafe condition or is not roadworthy or, where such regulations require, does not have a current M.O.T certificate (**You** may be asked to provide details to show that **Your Car** was regularly maintained and kept in a good condition).
- Any storage charges unless **You** tell the **Insurer** about them and the **Insurer** agrees in writing to pay for them.
- Any loss of any kind directly or indirectly arising from the provision or delay in providing the services to which this policy relates, unless negligence on **Our** or the **Insurer's** part can be demonstrated. An example of this would be the loss of wages as a result of an insured incident.
- Personal belongings.
- Any amount above the cost (or in the case of a vehicle of foreign manufacture the sterling equivalent of the cost) of any parts or any accessories in or on **Your Car** according to the manufacturer's last published list price plus the cost of fitting such parts and/or accessories.
- Loss where property is obtained or attempted to be obtained by any person using any form of payment which proves to be counterfeit, false, fraudulent, invalid, un-collectable, irrecoverable or irredeemable for any reason.

- Any loss or damage to **Your Car** when driven by or in charge of anyone who does not meet all the conditions described in the **Endorsements** in **Your Schedule** and all the general conditions applying to the whole policy and other terms of this policy.

PART 3

Your Car - Accidental Damage

Your Schedule will show if this Part has been chosen

WHAT IS COVERED

The **Insurer** will pay for accidental or malicious damage to **Your Car**, its accessories and spare parts while they are fixed to or in **Your Car**, which is not caused by fire, theft or attempted theft. Loss of or damage to **Your Car** under this part of this policy is covered whilst **Your Car** is with a member of the motor trade for its upkeep, overhaul or repair.

If **You** advise **Us**, when reporting an accident to the Claims Helpline, that **Your Car** cannot be driven because of the loss or damage covered under this policy, the **Insurer** will arrange and pay for the cost of protecting **Your Car** and taking it from the scene of the incident to the nearest competent repairer. If **You** use a repairer recommended by the **Insurer**, **You** will be provided with a courtesy car whilst **Your Car** is being repaired. This will be subject to availability and is NOT available if **Your Car** is written off or for accidents occurring outside of the **United Kingdom**. After it has been repaired, the **Insurer** will arrange and pay for the cost of delivering it to **Your** address in the **United Kingdom**. **You** are of course permitted to use **Your** own repairer but **You** will need to submit repair estimates to the **Insurer** for authorisation, which may delay the progress of **Your** claim. The **Insurer** will retain the right to the salvage of a vehicle following a total loss for disposal in accordance with the Association of British Insurers code of practice.

The **Insurer** will replace **Your Car** with a new car of the same make, model and specification if:

- **You** are the first registered keeper of **Your car**; and
- **Your Car** is under 12 months old at the time of the loss; and either
- The damage estimated by the **Insurer** is more than 60% of the current **Market Value**.

If the **Insurer** does replace **Your Car**, **Your** old car will belong to them. If the exact model of **Your Car** is not available, the **Insurer** will pay **You** instead as shown in in Part 4 of this **Policy Wording**, How claims are settled?

The **Insurer** will pay up to £150 for loss or damage to permanently fitted in-car entertainment equipment, after deducting **Your Excess**, which includes radios, tape and CD/DVD playing equipment, satellite navigation systems, telephones, televisions, games consoles and screens. If this equipment forms part of the original vehicle specification and was fitted by the manufacturer of **Your Car**, the amount of **Cover** is unlimited after deducting **Your Excess**. If **Your Schedule** shows that **You** have the iGO4 Essentials product the **Insurer** will not pay for loss of or damage to any audio or radio equipment fitted to **Your Car**.

WHAT IS NOT COVERED

The **Insurer** will not pay for any of the following:

- The total **Excess** shown on **Your Schedule**.
- Loss of value, wear and tear, mechanical, electrical, electronic or computer failure or breakdown.
- Loss of use of **Your Car**.

- Loss of or damage to **Your Car** or accessories, whilst **Your Car** is left unattended, arising from Theft, attempted Theft, malicious damage or vandalism when:
 - the ignition keys (which include ignition cards, lock transmitters or any other form of vehicle entry device) are left in **Your Car** or on **Your Car**.
 - **Your Car** has not been secured by means of door and boot lock.
 - any window or any form of sliding or removable roof or hood has been left open or unlocked.
 - **Your Car** is fitted with a security system and at the time of the loss was not activated and working properly. All keys used to activate/deactivate the alarm/immobiliser fitted to **Your Car** must be submitted to your **Insurer** at their request when making a claim.
- Damage to tyres by braking, punctures, cuts or bursts.
- Any reduction in the value of **Your Car** as a result of it having been repaired.
- Any extra cost caused by the parts or replacements not being available in the **United Kingdom**.
- Confiscation or requisition or destruction by or under order of any Government or Public or Local Authority.
- Damage caused by frost or freezing.
- Loss of or damage to **Your Car** arising from it being taken by, or driven by, a person who was not an insured driver under the policy, but was a member of **Your** family or household, or any other person known to **You** unless **You** can prove that the driver intended to permanently deprive **You** of **Your Car**.
- Any amount above the cost (or in the case of a vehicle of foreign manufacture the sterling equivalent of the cost) of any parts or any accessories in or on **Your Car** according to the manufacturer's last published list price plus the cost of fitting such parts and/or accessories.
- Any increase in damage as a result of **Your Car** being moved under its own power following an accident, fire or theft, unless **Your Car** is causing an obstruction.
- The part of the cost of any repair or replacement which improves **Your Car** beyond its condition immediately before the loss or damage occurred.
- Loss or damage caused maliciously or deliberately by any person driving **Your Car** with **Your** permission or agreement.
- Any intentional damage to any property or the death of or injury to any person caused by or incurred with the consent or connivance of the insured.
- Any liability whatsoever arising out of the deliberate use of **Your Car**:
 - to cause damage to other vehicles or property.
 - to cause injury to any person and/or to put any person(s) in fear of injury.
- Loss or damage to any **Trailer** or caravan whether or not it is being towed by or attached to **Your Car**.
- Loss or damage arising whilst **Your Car** is being driven by **You**, a driver described on **Your Certificate of Motor Insurance** as an insured driver, or any other person who is:
 - Driving with an alcohol level in excess of the legal limit.
 - Driving while unfit through drink or drugs, whether prescribed or otherwise.
 - Driving and fail to provide a blood, urine or breath specimen when required to do so, without lawful reason.
- Loss or damage caused by an inappropriate type or grade of fuel being used.
- Any loss or damage arising whilst **Your Car** is being parked by an employee of a hotel or restaurant or car parking service.
- Any loss or damage regardless of type, be that accident, fire, malicious damage or theft, if at the time of an incident **Your Car** is in an unsafe condition or is not roadworthy or, where such regulations require, does not have a current M.O.T certificate (**You** may be asked to provide details to show that **Your Car** was regularly maintained and kept in a good condition).
- Loss or damage if **Your Car** is being driven by someone who does not hold a valid, or has a suspended or revoked Driving Licence or someone who is driving outside of the conditions of their licence.
- Any storage charges unless **You** tell the **Insurer** about them and they agree in writing to pay for them.

- Any loss of any kind directly or indirectly arising from the provision or delay in providing the services to which this policy relates, unless negligence on **Our** or the **Insurer's** part can be demonstrated. An example of this would be the loss of wages as a result of an insured incident.
- Personal belongings.
- Any loss or damage up to the amount of the **Excess** that appears in **Your Schedule**.
- Any person involved in an accident where **Your Car** is used on the Nurburgring Nordschleife, or for racing formally or informally against other motorists, pace-making, competitions, rallies, track days, trials or tests, speed trials or speed tests, either on a road, track, or at an off-road 4x4 event.
- Loss where property is obtained or attempted to be obtained by any person using any form of payment which proves to be counterfeit, false, fraudulent, invalid, un-collectable, irrecoverable or irredeemable for any reason.
- Loss or Theft of keys or similar device, remote controls or security devices and the replacement of locks due to the Loss or Theft.
- Any loss or damage to **Your Car** when driven by or in charge of anyone who does not meet all the conditions described in the **Endorsements** in **Your Schedule** and all the general conditions applying to the whole policy and other terms of this policy.

PART 4

How are claims settled?

At the **Insurer's** choice they will pay:

- The cost of repairing **Your Car**; or
- The cost of replacing **Your Car**; or
- The amount of the loss of or damage to **Your Car**.

The most the **Insurer** will pay is the **Market Value** of **Your Car** immediately before the loss or damage.

If **Your Car** is under a hire purchase or leasing agreement, the **Insurer** will pay off all outstanding finance to the owner named in the agreement and for the avoidance of doubt, if the amount of outstanding finance is less than the value of the vehicle, the **Insurer** will not pay **You** the balance.

When the **Insurer** has done this their responsibility under the **Contract** will end.

The **Insurer** will not pay more than the manufacturer's list price for any part or accessory (plus the cost of fitting).

If the **Insurer** settles the claim as a total loss, they can keep what is left of **Your Car** (the salvage).

PART 5

Repair or Replacement of Glass

Your Schedule will show if this Part has been chosen

WHAT IS COVERED

- Damage to **Your Car's** glass.
- Any scratches to the bodywork caused by the glass breaking. This includes damage to all windows, the windscreen and glass sunroofs.

If glass damage is the only damage **You** are claiming for, it will not affect **Your** no-claims discount.

Glass damage

If **You** have comprehensive **Cover**, **You** should call the Accident Action Line on **0800 008 6709**. They will take details and put **You** in touch with the **Insurer's** approved glass repairer. Remember to ask if the glass can be repaired as this can save **You** money.

Glass replacement/repair

If the **Insurer** replaces the glass via their approved glass repairer **Cover** is unlimited and **You** only pay the **Excess** shown in **Your Schedule**. If the **Insurer** repairs the glass via their approved glass repairer, **Cover** is unlimited and **You** do not have to pay any **Excess**. If **You** choose not to use the **Insurer's** approved glass repairer, **Cover** may be limited and **You** may be required to pay an increased **Excess**. Please refer to any endorsements in **Your Schedule** for further details.

WHAT IS NOT COVERED

This section of **Your** policy does not cover damage to any of the following:

- Roof panels.
- Winding mechanisms.
- Lights and/or reflectors, even if they are made of glass.
- Loss or damage as a result of **Your Car** being driven by or in charge of anyone who does not meet all the conditions described in the **Endorsements** in **Your Schedule** and all the general conditions applying to the whole policy and other terms of this policy.

PART 6

Personal Belongings

Your Schedule will show if this Part has been chosen

WHAT IS COVERED

The **Insurer** will pay **You**, or at **Your** request the owner of the property, up to the amount shown in **Your Schedule** for clothing and personal belongings if they are stolen or damaged while they are in **Your Car**.

WHAT IS NOT COVERED

The **Insurer** will not pay for any of the following:

- Money, stamps, tickets, documents or securities.
- Tools, goods, samples or any equipment carried in connection with any trade or business.
- Property insured under any other contract of insurance.
- Theft of items carried in an open or convertible car, unless kept in a locked boot.
- Tapes, cassettes, compact and mini discs, citizen band radios, phones or phone equipment.

- Loss or damage of personal belongings arising from theft whilst **Your Car** is left unattended when:
 - The ignition keys (which include ignition cards, lock transmitters or any other form of vehicle entry device) are left in **Your Car** or on **Your Car**.
 - **Your Car** has not been secured by means of door and boot lock.
 - Any window or any form of sliding or removable roof or hood has been left open or unlocked.
 - **Your Car** is fitted with a security system and at the time of the loss the security system was not activated and working properly. All keys used to activate/deactivate the alarm/immobiliser fitted to **Your Car** must be submitted to your **Insurer** at their request when making a claim.
- Any loss or damage to **Your Car** when driven by or in charge of anyone who does not meet all the conditions described in the **Endorsements** in **Your Schedule** and all the general conditions applying to the whole policy and other terms of this policy.

PART 7

Personal Accident

Your Schedule will show if this Part has been chosen

WHAT IS COVERED

The **Insurer** will pay £5,000 if **You**, **Your Partner**, or both of you are injured as a result of an accident during the **Period of Insurance**, while travelling in or getting into or out of any private motor car and the accident results within three months in:

- Death.
- Loss of any limb.
- Permanent loss of all sight in one or both eyes.

The most the **Insurer** will pay for any one person is £5,000. The **Insurer** will only pay one such claim in any one **Period of Insurance**.

The **Insurer** will also pay £2,500 in respect of any other person who dies as the direct result of an accident while travelling in or getting into or out of **Your Car**.

WHAT IS NOT COVERED

- Anyone who is under the age of 16 or over the age of 75.
- Suicide or a deliberate act likely to cause serious injury or death or from provoked assault or fighting or taking part in civil commotions or riots of any kind.
- Anyone who is under the influence of alcohol or drugs; prescribed or otherwise at the time of the accident.
- Any injury resulting in permanent total disability, permanent disability, or death that results from:
 - Natural causes.
 - Racing, formally or informally.
 - An insured person using the insured vehicle for motor trade or private or public hire, as a courier, haulier, minibus or driving instructor.
 - The insured person committing a criminal offence, whether or not the offence leads to a criminal prosecution.
 - War, whether declared or undeclared or by armed forces duty, service or operations or from terrorist activity of any kind.
 - Medical error or negligence.
 - Radioactive contamination.

- A disability or condition for which medical advice or treatment has been given before the start of this insurance.
- Anyone failing to keep to the law regarding the use of seat belts.
- Any accident when **Your Car** is driven by or in charge of anyone who does not meet all the conditions described in the **Endorsements** in **Your Schedule** and all the general conditions applying to the whole policy and other terms of this policy.

PART 8 Medical Expenses

Your Schedule will show if this Part has been chosen

If there is an accident and anybody in **Your Car** is injured, the **Insurer** will pay medical expenses of up to £200 for each person injured. If this is the only payment the **Insurer** makes it will not affect **Your** no claim discount.

PART 9 Territorial Limits

Where Your Cover applies

The **Cover** shown on the **Schedule** applies throughout the **United Kingdom** and when **Your Car** is in transit within the **United Kingdom** or between ports in the **United Kingdom**. In addition, provided that **Your Car** is taxed, registered and normally kept in the United Kingdom, and You keep a permanent home in the United Kingdom, then this policy gives the minimum **Cover** required by law to use **Your Car** in:

- any country which is a member of the European Union (EU), or;
- any other country which the Commission of the European Union approves as meeting the requirements of Article (8) of the European Union Directive on Insurance and Civil Liabilities arising from the use of motor vehicles (No.72/166/EEC).

Countries include: Andorra, Austria, Belgium, Bulgaria, Croatia, Cyprus, the Czech Republic, Denmark, Estonia, Finland, France (including Monaco), Germany, Gibraltar, Greece, Hungary, Iceland, Italy (including San Marino and the Vatican City), Latvia, Lithuania, Luxembourg, Malta, the Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, Serbia, Slovakia, Slovenia, Spain, Sweden and Switzerland (including Liechtenstein).

Note – The level of cover provided is the minimum level of cover required by law, it is not the same level of cover you receive when driving within the **United Kingdom** under this policy. Please call **Us** on 0844 800 8538 for any clarification needed.

The **Insurer** will also provide **Cover** while **Your Car** is being transported by rail, air, inland waterway, the Channel Tunnel or by a recognised sea route to any country where this insurance operates and the journey time does not normally exceed 65 hours.

If **Your Car** becomes undriveable as a result of loss or damage covered by this policy the **Insurer** will also pay the cost of delivering it to **Your** address in the **United Kingdom**.

The **Insurer** will also pay customs duty if **Your Car** is damaged and the **Insurer** decides not to return it to this country after **You** make a claim on **Your Contract**.

PART 10

Making a Claim

After any accident or incident **You** must call **Our** 24 hour Claims Helpline within 24 hours of the incident, ideally within 1 hour. This is regardless of whether **You** wish to make a claim under the policy or not. Delay in notification of an incident to **Us** may invalidate **Your** right to claim. To make a claim, or to report an incident which may result in a claim, call the 24 hour Customer Claim Line on: 0800 008 6709.

Six important points to help **You** after an accident:

- Make a note of the registration number of any vehicles involved, and any witnesses.
- Do not admit responsibility.
- Ask for the names, addresses and telephone numbers of all people involved including any passengers in the other vehicle and details of any property damaged.
- Take a photograph of the scene of the incident if it is safe to do so and **You** have a camera or a camera-phone.
- If anyone other than **You** is injured in the accident, **You** must show **Your Certificate of Motor Insurance** to the police. If **You** cannot do this at the time of the accident, take it to the police as soon as possible or within 24 hours.
- Draw a diagram of the scene showing the movement of the vehicles to illustrate the direction the vehicles have travelled, and their final positions. Note the road names and position of any witnesses, and any other relevant details to help **You** recall the incident.

Claims Conditions

You must:

- Send the **Insurer** any correspondence **You** receive (including any claim form or summons) without delay and unanswered.
- Tell the **Insurer** about any future prosecution, coroner's inquest or fatal accident inquiry involving anyone covered by this policy.
- Not make any admission, offer, promise or payment without the **Insurer's** written consent. This applies to any person (or on behalf of any person) claiming under this policy.
- Co-operate fully with the **Insurer** on all matters concerning the handling and settlement of any claim.

The **Insurer** shall be entitled to conduct the defence or settlement of any claim and to instruct the solicitors of their choice to act for **You** in any proceedings. In circumstances where it is considered appropriate to do so the **Insurer** will be entitled to admit liability on behalf of **You** or any person claiming under the policy. Such admissions may be made prior to or after the commencement of proceedings in relation to any event likely to give rise to a claim under the policy. The **Insurer** will be entitled to take action, at their expense, to get back any payment **they** have made.

If **Your Car** is not driveable following an insured incident the **Insurer** may, subject to availability provide **You** with the use of a courtesy car.

Arbitration

If a claim has been accepted but there is disagreement over the amount to be paid, the **Insurer** may refer the matter to an arbitrator in accordance with statutory provisions. The arbitrator must decide on the amount before **You** can start legal action against the **Insurer**.

Right of recovery

The law of any country in which this **Contract** applies may make the **Insurer** pay amounts which are not covered by this **Contract**. **You** must repay these amounts.

If any claims or other monies are paid to **You** by mistake for any reason, or a claim has been paid which **Your Insurer** later finds to be fraudulent, false or exaggerated, **You** must repay the amount paid by them. **You** or the person who caused the accident must also repay **Your Insurer** any money they have to pay because of any agreement they have with the Motor Insurers' Bureau.

Fraudulent claims

If **You** or any other person knowingly makes a claim under this **Contract** that is false, fraudulent or exaggerated, the **Insurer** will not pay the claim, all **Cover** will end and no refund of premium will be allowed.

PART 11

No Claim Discount

If no claim has been made against this policy during the **Period of Insurance**, the **Insurer** will give **You** a discount according to the current scale at the time of renewal of this policy; this is sometimes referred to as a no claims bonus.

If the **Insurer** makes a payment in respect of a claim that they cannot recover from a **Third Party**, they will reduce **Your** no claim discount even if **You** were not to blame. **Your** no claim discount will be reduced in accordance with the **Insurer** scale applicable at such a time as shown on **Your Schedule**.

Your no claim discount will not be affected in the following circumstances:

- If **You** only claim for a broken windscreen or windows.
- If the **Insurer** only has to pay an emergency medical treatment fee.

You cannot transfer **Your** no claim discount to someone else.

Protected no claim discount

This will only apply if **You** have selected this option. Please see **Your Schedule** for details.

PART 12

General Conditions

Keeping to the terms of this policy

The **Insurer** will only give **Cover** under this policy if:

- Any person claiming under it has met all the conditions in the **Contract** in so far as they apply; and
- The information given on the **Statement of Fact** is complete and reasonable care has been taken to ensure the answers are correct to the best of **Your** knowledge and belief.

Law applicable to the Contract

The law of England and Wales will apply to this contract unless:

- **We, You** and the **Insurer** agree otherwise; or
- at the date of the **Contract** you are a resident of Scotland, Northern Ireland, Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law of that country will apply.

Use of language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

Other insurance

If **You** have other insurance which would **Cover** a claim made under this policy, the **Insurer** will only pay their share of the claim. This does not apply to Personal Accident under Part 7 of this policy.

If You miss a payment/instalment

If **You** do not pay a premium on the due date **We** reserve the right to cancel **Your** policy giving 7 days' notice. The outstanding balance contained in the default notice must be paid in full.

Provisional licence

When **Your Car** is being driven by a provisional licence holder they must meet all the conditions of the licence.

Changing your car

If **You** replace **Your Car** or get an additional car **You** must tell **Us** immediately because the only car covered by this policy is the one **You** told **Us** about and **We** accepted, as shown in **Your** current **Certificate of Motor Insurance** and **Schedule**.

Legal Proceedings

This insurance does not provide any cover for liability, costs or expenses in respect of any proceedings brought against **You** or judgment passed in any court outside of the **United Kingdom**, unless the proceedings or judgement arise out of **Your Car** being used in a foreign country, which **We** have agreed to extend this insurance to cover and the proceedings are brought and judgment is made in such country.

Governing law

We or the **Insurer** will not be liable for any proceedings or judgment made in any court outside the **United Kingdom**, unless the judgment comes from a court of a foreign country to which the **Insurer** has agreed to extend **Cover**.

Hire Purchase

If to **Our** knowledge, **Your Car** is subject to a hire purchase or leasing agreement, any payment will be made to the owner described in that agreement whose receipt will be a full and final discharge to **Us**.

Car sharing

This **Contract** covers **You** for using **Your Car** to carry passengers when receiving money for social or similar purposes as long as:

- **Your Car** does not carry more than the permitted number of persons for **Your Car** to operate safely; and
- The passengers are not being carried as part of a business; and
- **You** do not make a profit from the total amount paid for the journey.

Imported Vehicles

If **Your Car** is defined by the Department of the Environment, Transport and the Regions (DETR) as a "personal import" or "very low volume" import and was imported from outside the European Union, insurance is provided on the understanding that **Your Car** conforms with the type approval regulations defined by the DETR effective at the time of importation to the **United Kingdom**.

In the event of **Your Car** being damaged beyond economical repair, or following theft where **Your Car** is not recovered, the basis of settlement of any claim under Part 2 or Part 3 of this policy will be **Market Value** of **Your Car** in the **United Kingdom** at the time of the loss or damage. The amount payable will not exceed the amount shown on the purchase receipt for the vehicle or the declared value, whichever is the lower.

Looking after Your Car

Your Car must be covered by a valid Department of Transport Test (MOT) Certificate if **You** need one by law. **You** must do all **You** can to protect **Your Car** and contents and keep **Your Car** in a safe and roadworthy condition. If **We** ask, **You** must let **Us** examine **Your Car** at any time. **You** or any insured driver must take all steps to protect **Your Car** from loss or damage by:

- Ensuring any security system fitted to **Your Car** is fully operational at all times when it is left unattended.
- Removing the ignition key or similar device and ensuring all doors, windows and other openings are closed and locked whilst **Your Car** is left unattended.
- Maintaining **Your Car** in an efficient and roadworthy condition.

If **You** do not do this, the **Insurer** may not pay a claim.

PART 13

Cancellation of Your policy

We reserve the right to cancel **Your Policy** at any time. **We** will provide you with no less than 7 days to re-arrange **Your** insurance and we will notify **You** of termination in writing via e-mail or letter, together with an explanation if appropriate. Valid reasons may include but are not limited to:

- Where **You** are required to send **Us** information in accordance with the terms of **Your** quotation and **You** fail to do so.
- Where **We** reasonably suspect fraud.
- Use of threatening or abusive behaviour or language, or intimidation or bullying of **Our** staff or underwriters
- Where **We**, or **Your** premium finance provider have been unable to collect a premium payment. Where **We** have been unable to collect a premium **We** will contact **You** to request payment. If **We** do not hear from **You** after 7 days **We** will write to **You** again and give **You** 7 days final notice. If payment is not received within this time frame, the policy will be cancelled and **You** will be required to pay the cancellation charge as detailed in **Our** terms and conditions document.

'Cooling off period'

You may cancel this policy within 14 days of the date of purchase or the date **You** received the policy documentation, whichever is later. Please call or write to **Us** and return **Your Certificate of Motor Insurance**. If **You** pay **Your** premium by instalments, cancellation of this policy will also operate to cancel **Your** credit agreement.

Where this happens **You** will receive a proportionate refund of the premium paid for the unexpired portion of the period of **Cover** less any agreed charges detailed in **Our** terms and conditions document, unless a total loss claim has been reported and then the premium in full must be paid.

We will also cancel any additional products **You** may have purchased alongside this policy, such as breakdown cover and legal protection.

Cancellation after the 'cooling off period'

A proportionate refund of any premium paid, less agreed charges detailed in **Our** terms and conditions document will be allowed providing that:

- **You** have not claimed in the current **Period of Insurance**.
- **You** have paid the premium in full.
- **You** have returned the **Certificate of Motor Insurance**.

If **You, We** or the **Insurer** cancel this policy and there has been a claim during the current **Period of Insurance** no refund will be allowed. If the premium is being paid by instalments, the outstanding balance under **Your** credit agreement including any interest charges will become payable by **You**.

PART 14

Exceptions

This policy does not cover:

- Any injury, loss or damage occurring while **Your Car** is being:
 - Driven by any person or used for any purpose not allowed by the **Certificate of Motor Insurance**;
 - Driven by **You** unless **You** hold a valid licence to drive such a car and **You** do not have a revoked / expired licence or are not disqualified from holding or obtaining a licence
 - Driven with **Your** consent by anyone who does not hold a valid licence to drive **Your Car** or does hold a valid licence that has been revoked or has expired.
 - Driven by or in the charge of anyone who does not comply with the conditions of their licence or all the conditions of this policy.
 - Used to carry passengers or goods in a way likely to affect the safe driving and control of **Your Car**.
 - Used by any person to whom **Your Car** has been hired.
 - Used in an unsafe condition or is not roadworthy or, where such regulations require, does not have a current M.O.T. Certificate (**You** may be asked to provide details to show that **Your Car** was regularly maintained and kept in a good condition).
 - Driven by **You**, a driver described on **Your Certificate of Motor Insurance** as an insured driver, or any other person are:
 - Driving with an alcohol level in excess of the legal limit.
 - Driving while unfit through drink or drugs, whether prescribed or otherwise.
 - Driving and fail to provide a blood, urine or breath specimen when required to do so, without lawful reason.In such circumstances, the **Insurer** will make payments to satisfy their obligations as required under the Road Traffic Acts, but will reserve the right to seek to recover any amounts from **You** or the driver of **Your Car**.
 - Used in connection with the motor trade, unless this use is described in the **Certificate of Motor Insurance** (under Limitations As To Use Subject To Exclusions).
 - Driven by or in charge of anyone who does not meet all the conditions described in the **Endorsements in Your Schedule** and all the general conditions applying to the whole policy and other terms of this policy.
- Loss of or damage to **Your Car** caused directly by pressure waves from aircraft or other aerial devices travelling at sonic or supersonic speeds.
- Except to the extent that the **Insurer** is liable under the Road Traffic Acts, this policy does not cover any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory case or event:
 - Earthquake; and/or

- Riot and civil commotion happening outside of the **United Kingdom**; and/or
- War, invasion, act of foreign enemies, hostilities or warlike operations (whether war is declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; and/or
- Any action taken in controlling, preventing, suppressing or in any way relating to the bullet point above.
- Any liability that **You** have accepted under any agreement in relation to any incident that may give rise to a claim, unless the **Insurer** agrees **You** are responsible for that liability without there being an agreement in place.
- Any loss or destruction of or damage to any property or any resulting loss or expense or any legal liability directly or indirectly caused by or contributed to or arising from:
 - Ionising radiations or contamination by radioactivity from irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of it.
 - Any accident, injury, loss or liability of any kind arising from the use of any vehicle in or on any part of an aerodrome or airport, airfield or establishment provided for the take-off and landing of aircraft or the movement of aircraft on the surface; aircraft parking aprons including the associated surface road and ground equipment parking areas, or those parts of passenger terminals of an international airport which come within the Customs examination area. These excluded areas do not include public car parking areas or access roads leading to them which are open to public use.
- Any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any contributory cause or event, except to the extent that the **Insurer** are liable under the Road Traffic Acts:
 - Terrorism.
 - Any action taken in controlling, preventing, suppressing or in any way relating to terrorism.
- Death of or bodily injury to any person or damage to any property which is directly or indirectly caused by pollution or contamination, unless this pollution or contamination is directly caused by an incident which occurs in its entirety at a specific time and place during the **Period of Insurance** and is sudden, identifiable, unintended and unexpected. The **Insurer** will consider the pollution or contamination to have happened at the time the incident took place.
- Racing of any description or **Your Car** being used in any contest, competition, rallies or speed trial (apart from treasure hunts).
- **Your Car** whilst being used on any form of race track, track day or off-road activity.
- Use of any description on footpaths bridleways, or restricted byways and only provides cover to meet the minimum insurance requirements under the Road Traffic Acts for vehicular use on a byway open to traffic.
- Any decision or action of a court which is not within the **United Kingdom** unless the proceedings are brought or a judgment is given in a foreign court because **Your Car** was used in the country and the **Insurer** had agreed to cover it there.
- If **You** or anyone acting on **Your** behalf knowingly commit a fraudulent act or submit a fraudulent document or make a fraudulent statement or exaggerate any claim made under this policy. **We** will not pay the claim and cover under this and all other insurances currently in force with **Us** with which **You** are connected will cease immediately. **You** will not be entitled to any refund of premium under this or any other policy with **Us**.
- any car covered by it that is towing more than one caravan, Trailer or disabled mechanically propelled vehicle at any one time.
- any loss, damage or liability if **Your** permanent place of residence is not within the Territorial Limits.
- any loss, damage or liability if caused maliciously or deliberately by any person driving **Your Car** with **Your** permission, agreement or support.
- incident, injury, damage or loss for any person involved in an accident arising out of the deliberate use of the insured vehicle:
 - To cause damage to other vehicles or property; and/or
 - To cause injury to any person and/or
 - to put any person(s) in fear of injury.

- carrying any dangerous substance or goods.

PART 15

Complaints Procedure

We are proud of **Our** reputation for fairness in the way **We** deal with **Our Policyholders**. However, occasionally disputes or misunderstandings can happen. If **You** have any enquiry or complaint about **Us** or **Your** policy or a claim made under it, **You** should first phone Customer Services on 01733 308235.

Or write to...

The Customer Experience Team
iGO4 Limited
iGO4 House
Staniland Way
Peterborough
PE4 6JT

Email: complaints@iGO4.com

Please include **Your** client reference number, name and address to help **Us** deal quickly with **Your** enquiry. The majority of complaints will be quickly and satisfactorily resolved at this stage, but if **You** are not satisfied, **You** can take the issue further.

If **You** are still dissatisfied with the final response to **Your** complaint, **You** may qualify to contact the Financial Ombudsman Service (FOS) for help and advice.

Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR
Tel: 0800 023 4567 (Landline)
Tel: 0300 123 9123 (Mobile)

Please note that **You** have six months from the date of the final response in which to refer **Your** complaint to the FOS. Referral to the FOS will not affect **Your** right to take legal action against **Us** or the **Insurer**.

For our joint protection, calls may be monitored or recorded.

Financial Services Compensation Scheme (FSCS)

We and the **Insurer** are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **We** or the **Insurer** are unable to meet our obligations. This depends on the type of insurance and the circumstances of a claim. Insurance arranging is covered for 90% of the claim without any upper limit and compulsory classes of insurance such as third party motor insurance are covered for 100% without any upper limit. Further information about compensation scheme arrangements are available from the FSCS on www.FSCS.org.uk or by telephoning 0207 741 4100.

Useful telephone numbers

Customer Service

01733 308235

Renewals

01733 308320

Hours of opening

Monday to Friday 8.00am to 8.00pm

Saturday 9.00am to 5.00pm

Sunday 10.00am to 4.00pm

Bank Holidays 10.00am to 4.00pm
(Excluding Christmas Day)

24 hour claims line open 365 days a year

0800 008 6709

If **You** would like to complete a home insurance or commercial vehicle quotation with one of **Our** agents please call **Us** on **01733 308321**, alternatively **You** can visit our website www.igo4.com.

iGO 4

CAR INSURANCE