

# To report a claim, call:

**ADRIAN FLUX**

**0344 381 4420**

**FLUXDIRECT** 

**0344 381 4461**

 **sterling**

**0344 381 9350**



**Chartwell Insurance**

**0344 381 4463**



**0344 381 4462**

**Lines are open 24 hours a day, 7 days a week, all year round**

UK call centre

## **Important**

You must report all claims, whether or not they are your fault and whether you plan to make a claim or not.

You should call to report your claim as soon as possible and within 12 hours of the incident occurring.

## **Legal cover**

Your policy includes free legal cover up to £100,000 and access to a legal advice helpline.

If you've had an accident that was not your fault, your legal cover could help you with;

- repairs for your vehicle
- arranging a hire car
- compensation for injury  
and
- recovery of other losses, such as loss of earnings

Our claims handlers will discuss your legal cover with you. You can also find more information in the legal cover policy booklet, which is available on our website or through the link provided in your insurance documents.

# PREMIER PICL

## Private Car Policy



**SEE IMPORTANT CARDS INSIDE BACK COVER**  
(detach - keep safely in your car NOW)

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## Definitions

The following key words or phrases, which are listed in alphabetical order, have the same meaning whenever they appear, and will always be shown with an initial capital letter so as to remind You of their importance.

**Certificate of Motor Insurance** – Evidence of the existence of motor insurance as required by law and which forms part of the Motor Policy. It specifies the insured vehicle, who may drive and the purposes for which it may be used.

**Endorsement** – A change to Your policy details which forms part of the Motor Policy.

**Entertainment and Communication Equipment** – Any radio, cassette, compact disc or other audio equipment, phone or communication equipment or visual navigation equipment permanently fitted to Your Car.

**Excess** – The first amount You will have to pay towards the cost of a claim for loss of or damage to Your Car, whether or not the incident giving rise to the claim is Your fault.

**Malicious Damage** – Damage caused to Your Car as a result of an intentional or reckless act.

**Market Value** – The cost, in the reasonable opinion of an independent motor engineer, of replacing Your Car with a car of the same make, model and pre-loss or damage condition, specification, mileage and age.

**Motor Policy** – The documents consisting of Your signed Proposal Form and Declaration or Statement of Fact/Statement of Insurance, Your Premier Motor Policy, Schedule, Your Certificate of Motor Insurance and any Endorsements.

**Period of Insurance** – The period shown in Your Schedule and Certificate of Motor Insurance for which We have agreed to cover You and for which You have paid or agreed to pay a premium.

**Personal Effects** – Property which is worn or used in everyday life and which belongs to You or any passenger in Your Car.

**Proposal Form and Declaration** – The form signed by You which gives details of You and any other drivers, Your Car and all material information relevant to the cover which You have requested.

**Retail Customer** – An individual who is acting for purposes which are outside his or her trade, business or profession.

**Salvage Value** – The value of the Insured Car immediately after the claim incident.

**Schedule** – The document giving details of the Insured, the Insurer, the policy number, the Insured Car, the level of cover and the premium and which forms part of the Motor Policy.

**Statement of Fact/Statement of Insurance** – The document giving details of the Period of Insurance, Your cover, the premium and the policy number. The Statement of Fact/Statement of Insurance includes all the information You provided when Your quotation was prepared and forms the basis of Your contract.

**Total Loss** – When We settle Your claim by paying the Market Value for the Insured Car less applicable Excess and, where appropriate, the Salvage Value (where You are to retain ownership of the Insured Car upon settlement of Your claim).

**Unattended** – When You or any passenger is not present inside Your Car.

**United Kingdom/UK** – England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands (including transit by sea, air, rail or within and between these places).

**We/Us/Our/Premier/the Company/the Underwriters** – Premier Underwriting Limited, registered office: 37 Commercial Road, Poole, Dorset BH14 0HU. Registered in: England No. 3760475, authorised and regulated by the Financial Conduct Authority. For and on behalf of the insurer, Premier Insurance Company Limited, PO Box 1338, First Floor Grand Ocean Plaza, Ocean Village, Gibraltar (registered no. 100875) authorised by the Gibraltar Financial Services Commission and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of Our regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from Us on request.

**You/Your/the Insured** – The person named as the policyholder in both Your Schedule and Your Certificate of Motor Insurance.

**Your Car/the Insured Car** – The vehicle described in Your Schedule, or any replacement vehicle, details of which have been notified to and accepted by Us, and for which You have a Certificate of Motor Insurance showing the registration mark.

## Your Insurance

This document is a legally binding contract of insurance between You and Us and is based on the information You provided in Your signed Proposal Form and Declaration or Statement of Fact/Statement of Insurance.

We have agreed to insure You under the terms, conditions and exclusions contained in this Motor Policy, Schedule, Certificate of Motor Insurance and any Endorsements. The insurance provided by this document covers any liability, loss or damage that occurs during any Period of Insurance for which You have paid or agreed to pay the premium. It is not intended that the Contracts (Rights of Third Parties) Act 1999 should confer any additional rights under this Motor Policy in favour of any third party.

Your cover is effective in the United Kingdom and abroad as specified in the "Driving Abroad" section of Your Premier Motor Policy.

So that You fully understand what You are covered for, please read Your Premier Motor Policy, Schedule, Certificate of Motor Insurance and any Endorsements.

You should pay particular attention to the General Exclusions and General Conditions contained within Your Premier Motor Policy.

You must notify Us as soon as possible of any changes which affect Your Motor Policy and which have occurred either since the cover started or since the last renewal date. If You do not tell Us about relevant changes, Your Motor Policy may not be valid or may not cover You fully.

Examples of changes You must notify to Your Insurance Advisor, or to Us:

In respect of You or any person named as a driver under this Motor Policy:

- A change of Your address or where Your Car is kept overnight
- A change of or additional occupation
- A change to the use of Your Car
- A change to the main driver of Your Car
- Any drivers You wish to add to or remove from Your Motor Policy
- Any convictions not already notified to Us, including fixed penalties or pending prosecutions
- Any accidents, claims, losses or damages to any vehicle, whether or not a claim was made and regardless of blame
- Any physical or mental condition, disability or infirmity requiring notification to the Driving and Vehicle Licensing Agency
- The prescription of permanent medication

In respect of Your Car:

- If You intend to change Your Car, including getting an additional vehicle.
- Any modifications to Your Car (where it has been altered from the manufacturer's specification). This includes changes to the:
  - Appearance (cosmetic changes), such as alloy wheels or paint
  - Bodywork, such as body kits or spoilers
  - Suspension or brakes or engine
  - Performance of the vehicle, such as the engine management system or exhaust
  - Audio/entertainment system

**Note:** The above examples are not exhaustive. If in doubt, please notify Your Insurance Advisor.

Please take care to ensure all questions asked in the preparation of Your quotation and contract have been answered honestly and to the best of Your knowledge. If You haven't answered questions correctly, Your Motor Policy may be invalid, or Your claim rejected or not fully paid.



Paul Gray

Managing Director, Premier Underwriting Limited

registered office: 37 Commercial Road, Poole, Dorset BH14 0HU. Registered in: England No. 3760475, authorised and regulated by the Financial Conduct Authority. For and on behalf of the insurer, Premier Insurance Company Limited, PO Box 1338, First Floor Grand Ocean Plaza, Ocean Village, Gibraltar (registered no. 100875) authorised by the Gibraltar Financial Services Commission and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of Our regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from Us on request.

## How to read Your Premier Motor Policy

This is Your Premier Motor Policy.

### Your Cover

Your Premier Motor Policy, Your Schedule, Your Certificate of Motor Insurance and any Endorsements explain what is and what is not covered.

We must advise You that any Motor Policy, whether cover is Comprehensive, Third Party Fire and Theft or Third Party Only is subject to certain exclusions and conditions. It is therefore essential that You are fully aware of what is and what is not covered by this Motor Policy and what exclusions and conditions apply.

We have designed the Premier Motor Policy to help You understand the cover provided. On many pages, to assist You, We have divided the text under the following headings:-

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#### **“What is covered”**

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This text is printed in black and gives detailed information on the cover provided.

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#### **“What is not covered”**

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*This text is printed in green opposite “What is covered” to draw Your attention to what is not covered.*

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#### **“What is the most We will pay”**

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*This text is also printed in green opposite “What is covered” and indicates the maximum amount We will pay for the cover described.*

*The General Exclusions to Your Premier Motor Policy are also printed in green as these also indicate “What is not covered”.*

### Policy Sections which apply to You

The level of cover which applies to You, whether Comprehensive, Third Party Fire and Theft or Third Party Only, is shown on Your Schedule.

If You have **Comprehensive** cover, refer to Sections 1, 3, 4 and the General Conditions and General Exclusions.

If You have **Third Party Fire and Theft** cover, refer to Sections 2, 3, 4 and the General Conditions and General Exclusions.

If You have **Third Party Only** cover, refer to Section 4 and the General Conditions and General Exclusions.

**Please read Your Premier Motor Policy, Schedule, Certificate of Motor Insurance and any Endorsements carefully to ensure that Your cover meets Your requirements and the details are correct.**

**Your Premier Motor Policy, Schedule, Certificate of Motor Insurance and any Endorsements are legal documents – please keep them in a safe place.**

### Use of Your Car

Your Car will only be covered if You are using it in a way agreed on Your Certificate of Motor Insurance, or any Endorsements.

## SECTION 1 – COMPREHENSIVE COVER

### A - LOSS OR DAMAGE

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#### What is covered

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##### Loss of or damage to Your Car

We will pay for loss of or damage to Your Car.

We will also pay for loss of or damage to Your Car's spare parts and accessories as long as they are kept in or on Your Car or in Your own private garage and fall within the maximum amount We will pay.

##### Windscreen Cover

We will pay for:

- the breakage of glass in the windscreen or windows of Your Car
- scratching of its bodywork caused solely by this breakage

If this is the only damage You claim for and the cost of the claim is equal to or less than the maximum amount We will pay, Your No Claim Discount will not be affected.

##### Entertainment and Communication Equipment

We will pay up to £250 for loss of or damage to Your Car's permanently fitted Entertainment and Communication Equipment.

#### LOSS OR DAMAGE

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##### What is the most We will pay

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##### Loss of or damage to Your Car

We will not pay:

- more than the Market Value of Your Car at the time of the loss or damage or the amount which You insured it for, whichever is the less;
- the amount of any repair or replacement which improves Your Car beyond its condition before the loss or damage;
- more than the last list or quoted price for any parts or accessories which have become unobtainable or are no longer manufactured;
- for the cost of any fuel kept in Your Car or in Your own private garage.

We may use warranted parts or recycled parts which are not supplied by the manufacturer of the vehicle but will be of a similar standard. If suitable replacement parts are not available We will pay the manufacturer's last list price, together with reasonable fitting costs.

##### Windscreen Cover

We will not pay:

- more than £175 after the deduction of Your Excess, if the repair or replacement of the windscreen or window(s) is not arranged by Us using the Premier 24 Hour Glass Service (see page 18);
- more than the Market Value of Your Car at the time of the loss or damage, or the amount which You insured it for; whichever is the less (minus applicable Excess).

If this is the only damage You claim for, Your No Claim Discount will not be affected.

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##### What is not covered

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1. Excess – You will have to pay the applicable Excess as shown on Your Schedule and/or Certificate of Motor Insurance for any claim for the repair or replacement of any windscreen or window(s).
2. Sun roofs, roof panels, lights and/or reflectors even if they are made of glass.

##### Entertainment and Communication Equipment

We will not pay more than the value of the Entertainment and Communication Equipment at the time of the loss or damage, after making a reasonable deduction for wear and tear.

YOU MUST ALSO REFER TO THE GENERAL CONDITIONS AND THE GENERAL EXCLUSIONS ON PAGES 11-15 OF YOUR PREMIER MOTOR POLICY

## Personal Effects

We will pay for loss of or damage to Personal Effects whilst in or on Your Car.

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### What is covered

#### Replacement Car

We will replace Your Car if it is less than one year old from the date of first registration from new and You have been the sole owner and it is:

- damaged to the extent that repairs will cost more than 60% of the manufacturer's current new car list price (including tax and delivery) at the time the damage occurred, or
- stolen and not recovered.

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### Payment of Claims for Loss or Damage

We will, at Our reasonable option:

- pay the cost of repairs or pay You in cash the amount of any loss or damage where repair can be economically made; or
- replace Your Car with a car of the same Market Value or pay You in cash for the loss or damage where Your Car is stolen and not recovered or damaged beyond economical repair. The stolen or damaged car will then belong to Us.

If to Our knowledge Your Car belongs to someone else or is the subject of a hire purchase or leasing agreement, payment for the Total Loss or destruction of Your Car will normally be made to the legal owner whose receipt will be a full and final discharge to Us.

If Your Car is disabled due to damage covered by this Section, We will pay:

- the reasonable cost of protecting and removing Your Car to the nearest repairer
- the reasonable cost of delivery following repair to Your address in the United Kingdom

## Personal Effects

*The maximum amount We will pay for loss of or damage to Personal Effects whilst in or on Your Car is £100.*

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### What is the most We will pay

#### Replacement Car

*We will replace Your Car with a new car of the exact make, model and specification, provided such a car is available, or a car of the nearest equivalent. The maximum We will pay is the cost of the new replacement of the exact model and specification of Your Car. The damaged or stolen car will then belong to Us.*

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### What is not covered

1. *Excess – You will have to pay a minimum of the amount shown below in respect of each claim for loss of or damage to Your Car.*

<i>Driver Age</i>	<i>Amount You Pay</i>
<i>17-20</i>	<i>£400</i>
<i>21-24</i>	<i>£300</i>
<i>25 or over and inexperienced</i>	<i>£300</i>
<i>25 or over and experienced</i>	<i>£100</i>

*Inexperienced applies to any driver who has not held a full UK licence for at least one year.*

2. *Loss of use of Your Car.*
3. *Depreciation, wear and tear.*
4. *Mechanical, electrical and electronic faults, breakdown, malfunction, failure or breakage.*
5. *Damage to tyres caused by the application of brakes or by punctures, cuts or bursts.*
6. *Loss of value of Your Car following repair.*
7. *Loss of or damage to Your Car caused directly or indirectly through theft by deception.*
8. *Loss of or damage to Your Car arising from theft, when it is left Unattended and the ignition keys are left in or on Your Car.*

YOU MUST ALSO REFER TO THE GENERAL CONDITIONS AND THE GENERAL EXCLUSIONS ON PAGES 11-15 OF YOUR PREMIER MOTOR POLICY



9. *Loss of or damage to Your Car arising from confiscation or requisition or destruction by or under order of any Government or Public or Local Authority.*
10. *Loss of or damage to:*
  - *telephones, television equipment or two-way radio transmitters or receivers.*
  - *money, stamps, tickets, documents, securities, lottery tickets, raffle tickets, promotional vouchers or Air Miles vouchers.*
  - *goods, tools or samples carried in connection with any trade or business.*
  - *property that is covered under any other policy.*
  - *portable satellite navigation equipment arising from theft or attempted theft from the Insured Car when it is left Unattended, unless the equipment has been placed in a locked covered boot or glove compartment.*
11. *Theft of items carried in an open or convertible car, unless kept in a locked boot.*
12. *Loss of or damage caused by an inappropriate type or grade of fuel being used, or from the use of substandard lubricants or parts.*
13. *Loss of or damage caused by chewing, scratching, tearing or fouling by domestic pets, or caused by vermin, insects, mildew or fungus.*
14. *Loss of or damage caused intentionally by You or any member of Your family, or loss or damage someone else causes with Your permission or encouragement.*
15. *Loss of or damage to Your Car arising from or as a result of water freezing in the cooling circulation system of Your Car.*
16. *Loss or damage if any approved security or tracking device, which either We have required You to fit to Your Car as a condition of issuing this Motor Policy and which You have told Us is, or will be, fitted to Your Car has not been set or is not in full working order, or if the network subscription for the maintenance or air time contract of any tracking device is not current at the time of loss.*
17. *Loss or damage caused to the vehicle, if at the time of the incident, it was under the custody or control of anyone with Your permission who is not covered under this Motor Policy.*
18. *Loss or damage to Your Car by Malicious Damage, theft or attempted theft unless this has been reported to the police and a crime reference number obtained.*
19. *Any damage to Your Car caused by frost unless You took reasonable precautions.*

YOU MUST ALSO REFER TO THE GENERAL CONDITIONS AND THE GENERAL EXCLUSIONS ON PAGES 11-15 OF YOUR PREMIER MOTOR POLICY

## B - ADDITIONAL BENEFITS

### What is covered

#### Medical Expenses

If You or Your passengers are injured as a direct result of an accident involving Your Car, We will pay medical expenses for each person injured.

#### Personal Accident Benefit

If You or Your husband or wife or Your civil partner (as defined in the Civil Partnership Act 2004) are injured solely and directly as the result of an accident involving Your Car or whilst getting into, travelling as a passenger in or getting out of any private car, We will pay the following amount if, within ninety days of the accident, the injury results in:

Death .....	£2000
Total and irrecoverable loss of all sight in one or both eyes.....	£1000
Loss of use of one or more limbs.....	£1000

#### Service or Repair

The cover You have under this Motor Policy applies to You while Your Car is in the custody of the Motor Trade for service, repair, maintenance or testing. While Your Car is in the custody of the Motor Trade We will ignore any limitations as to driving or use as shown in Your Certificate of Motor Insurance.

## SECTION 2 – THIRD PARTY FIRE AND THEFT COVER

### A - LOSS OR DAMAGE

#### What is covered

#### Loss of or damage to Your Car

We will pay for loss of or damage to Your Car caused by:

20. Any increase in damage as a result of the vehicle being moved under its own power following an accident.
21. Any storage charges unless You tell Us about them and We agree in writing to pay for them.
22. The unauthorised taking away of Your Car by a family member.
23. Loss or damage arising from theft or attempted theft while any window or sunroof is left opened or if any door is not locked.

### ADDITIONAL BENEFITS

#### What is the most We will pay

#### Medical Expenses

We will pay medical expenses up to £100 for each person injured as a direct result of an accident involving Your Car.

#### Personal Accident Benefit

The maximum We will pay is £2000 per person following any one accident. Payment will be made direct to the Insured or to their legal representative.

#### What is not covered

We will not pay the Personal Accident Benefit for death or injury:

- if the injured person is aged 70 years or more at the time of the accident.
- if caused by deliberate self-injury, suicide or attempted suicide or any injury arising wholly or in part from natural disease or weakness in any form.
- if at the time of the accident, the injured person has any alcohol or drug content in the blood/urine in excess of the legal limit.
- under more than one Motor Policy.

### LOSS OR DAMAGE

#### What is the most We will pay

#### Loss of or damage to Your Car

We will not pay:

YOU MUST ALSO REFER TO THE GENERAL CONDITIONS AND THE GENERAL EXCLUSIONS ON PAGES 11-15 OF YOUR PREMIER MOTOR POLICY

- Fire
- Theft

We will also cover Your Car's spare parts and accessories in the same way as long as they are kept in or on Your Car or in Your own private garage and fall within the maximum amount We will pay.

## Entertainment and Communication Equipment

We will pay up to £100 for loss of or damage to Your Car's permanently fitted Entertainment and Communication Equipment caused by fire or theft.

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### Payment of Claims for Loss or Damage

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We will, at Our reasonable option:

- pay the cost of repairs or pay You in cash the amount of any loss or damage where repair can be economically made; or
- replace Your Car with a car of the same Market Value or pay You in cash for the loss or damage where Your Car is stolen and not recovered or damaged beyond economical repair. The stolen or damaged car will then belong to Us.

If to Our knowledge Your Car belongs to someone else or is the subject of a hire purchase or leasing agreement, payment for the Total Loss or destruction of Your Car will normally be made to the legal owner whose receipt will be a full and final discharge to Us.

If Your Car is disabled due to damage covered by this Section, We will pay:

- the reasonable cost of protecting and removing Your Car to the nearest repairer
- the reasonable cost of delivery following repair to Your address in the United Kingdom

- *more than the Market Value of Your Car at the time of the loss or damage or the amount which You insured it for, whichever is the less;*
- *the amount of any repair or replacement which improves Your Car beyond its condition before the loss or damage;*
- *more than the last list or quoted price for any parts or accessories which have become unobtainable or are no longer manufactured;*
- *for the cost of any fuel kept in Your Car or in Your own private garage.*

## Entertainment and Communication Equipment

*We will not pay more than the value of the Entertainment and Communication Equipment at the time of the loss or damage, after making a reasonable deduction for wear and tear.*

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### What is not covered

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- 1. Excess – You will have to pay a minimum of £100 in respect of each claim for loss of or damage to Your Car.*
- 2. Loss of use of Your Car.*
- 3. Depreciation, wear and tear.*
- 4. Mechanical, electrical and electronic faults, breakdowns, malfunction, failure or breakage.*
- 5. Loss of value of Your Car following repair.*
- 6. Loss of or damage to Your Car caused directly or indirectly through theft by deception.*
- 7. Loss of or damage to Your Car arising from theft when it is left Unattended and the ignition keys are left in or on Your Car.*
- 8. Loss of or damage to:*
  - *telephones, television equipment or two-way radio transmitters or receivers.*
  - *money, stamps, tickets, documents, securities, lottery tickets, raffle tickets, promotional vouchers or Air Miles Vouchers.*
  - *goods, tools or samples carried in connection with any trade or business.*
  - *property that is covered under any other policy.*

YOU MUST ALSO REFER TO THE GENERAL CONDITIONS AND THE GENERAL EXCLUSIONS ON PAGES 11-15 OF YOUR PREMIER MOTOR POLICY

- portable satellite navigation equipment arising from theft or attempted theft from the Insured Car when it is left Unattended, unless the equipment has been placed in a locked covered boot or glove compartment.
- 9. Loss of or damage to Your Car arising from confiscation or requisition or destruction by or under order of any Government or Public or Local Authority.
- 10. Theft of items carried in an open or convertible car, unless kept in a locked boot.
- 11. The unauthorised taking away of Your Car by a family member.
- 12. Loss or damage if any approved security or tracking device, which either We have required You to fit to Your Car as a condition of issuing this Motor Policy and which You have told Us is, or will be, fitted to Your Car has not been set or is not in full working order, or if the network subscription for the maintenance or air time contract of any tracking device is not current at the time of loss.
- 13. Loss or damage caused to the vehicle, if at the time of the incident, it was under the custody or control of anyone with Your permission who is not covered under this Motor Policy.
- 14. Loss or damage to Your Car by theft or attempted theft unless this has been reported to the police and a crime reference number obtained.
- 15. Any storage charges unless You tell Us about them and We agree in writing to pay for them.

### **SECTION 3 – THEFT OF KEYS**

If the keys or key fob for Your Car are stolen, We will pay the cost of replacing:

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

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

### **THEFT OF KEYS**

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#### ***What is the most We will pay***

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*The most We will pay under Section 3 is £500 for any one incident.*

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#### ***What is not covered***

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*We will not pay any claim where the keys or key fob are:*

- left in or on the Insured Car at the time of the loss;
- taken without Your permission by a member of Your immediate family or person living in Your home.

**YOU MUST ALSO REFER TO THE GENERAL CONDITIONS AND THE GENERAL EXCLUSIONS ON PAGES 11-15 OF YOUR PREMIER MOTOR POLICY**

## SECTION 4 – ALL TYPES OF COVER

### A - LEGAL LIABILITY TO OTHERS

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#### What is covered

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#### Your legal liability to other people

We will pay all amounts that You are legally liable for in respect of:

- death of or bodily injury to any other person;
- damage to the property of any other person;

arising from any one incident involving the use on a road, or other public place in the United Kingdom of:

- Your Car
- any trailer or one mechanically propelled vehicle which is not driveable whilst attached to Your Car in accordance with the manufacturer’s recommendation or if accidentally detached during the course of a journey.

We will also cover the following people for their legal liabilities to others in the same way as We cover You:

- any person permitted by Your Certificate of Motor Insurance to drive Your Car.
- any person using, but not driving Your Car with Your permission for social, domestic or pleasure purposes.
- any passenger travelling in or getting into or out of Your Car.
- Your employer or business partner while You are driving or using Your Car on their business, provided this is permitted by Your Certificate of Motor Insurance.
- Your spouse’s employer or business partner while Your spouse is driving or using Your Car on their business, provided this is permitted by Your Certificate of Motor Insurance.
- the legal representative(s) of any deceased person We cover under this Motor Policy in respect of legal liability incurred by the deceased person.

#### Emergency Treatment Fees

We will pay any charges as required by the Road Traffic Acts for emergency medical assistance following an accident involving a car which We cover.

### LEGAL LIABILITY TO OTHERS

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#### What is not covered

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#### Your legal liability to other people

1. *We will not provide cover for the legal liability of any person We insure under this Motor Policy if there is any other insurance in force that covers the same liability.*
2. *Death of or bodily injury to any person arising out of that person’s employment except where it is necessary to meet the requirements of the Road Traffic Acts or any other laws that may apply to motor insurance.*
3. *Loss of or damage to Your Car, trailer, disabled vehicle or any other property belonging to or in the care of any person We cover under this Motor Policy.*
4. *Anyone who is not driving, but who makes a claim, if they knew the driver did not hold a valid driving licence.*

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#### What is the most We will pay

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We will not pay:

- *more than £20million (including legal costs) in respect of any claim or series of claims for loss of or damage to property and any other indirect loss arising out of damage to property caused by one event.*

YOU MUST ALSO REFER TO THE GENERAL CONDITIONS AND THE GENERAL EXCLUSIONS ON PAGES 11-15 OF YOUR PREMIER MOTOR POLICY

## **DRIVING ABROAD**

We will extend Your cover in the United Kingdom to apply to any country which is a member of the European Union and any other country which agrees to follow European Union Directives on motor insurance and is approved by the Commission of the European Union, provided that:

- Your permanent home is in the United Kingdom.
- Your visit(s) is/are of a temporary nature; i.e. for a maximum period of 90 days in any one Period of Insurance.
- You are using Your Car for social, domestic or pleasure purposes only.

If You exceed the 90 day period without Our permission, cover is reduced to the minimum You need under European Union Directives on motor insurance while Your Car is in the countries as above.

If We agree beforehand and You pay any extra premium We need, You may extend Your insurance to apply while You are using Your Car abroad for business purposes.

Cover includes transit between countries within the territorial limits by air, rail or recognised sea routes which take 65 hours or less under normal circumstances.

We will cover the reasonable cost of the return of Your Car to Your address in the United Kingdom in the event of loss or damage covered by this Motor Policy if:

- it is not possible to economically repair Your Car prior to Your intended return to the United Kingdom.
- following its loss, Your Car is recovered after Your return to the United Kingdom.

Contact Your insurance advisor if a named driver wishes to take Your Car abroad without You (or Your spouse if insured on this Motor Policy).

### **Spanish Bail Bond**

Our representatives (in Spain) can act to release You or Your Car if You or Your Car are held after an accident.

Our representatives can pay up to £1,000 to do this, but You must refund to Us any monies paid under this Section.

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

A tal efecto, la Oficina de Aseguradores de Automóviles de Madrid o sus representantes designados queda autorizada por el presente para establecer garantías o depósitos hasta £1,000 o €1500 en concepto de fianza penal. (La finalidad de esta garantía no es aplicable en casos de multas).

### **Northern Ireland**

If You are permanently resident in Northern Ireland, cover is extended to include temporary use of Your Car in the Republic of Ireland provided this is permitted by Your Certificate of Motor Insurance.

### **Customs Duty**

We will pay any Customs Duty for which You are legally liable in respect of Your Car after it has been imported into any country which is a member of the European Union or which agrees to follow European Union Directives on motor insurance as a direct result of any loss or damage covered by this Motor Policy.

**YOU MUST ALSO REFER TO THE GENERAL CONDITIONS AND THE GENERAL EXCLUSIONS ON PAGES 11-15 OF YOUR PREMIER MOTOR POLICY**

## **NO CLAIM DISCOUNT**

We will allow a discount against Your renewal premium if no claim has been made or arisen or if no claim is likely to be made under this Motor Policy during the previous 12 month Period of Insurance.

The amount of the discount You will receive will be in accordance with Our scale of No Claim Discount applicable at the time of renewal.

If We have to make a payment which We have not yet been able to recover or which We cannot recover from any other party involved in the incident, a claim will count against Your No Claim Discount, even if You are not at fault.

### **Claims which do not affect Your No Claim Discount:**

- any claim for payment of Emergency Treatment Fees as required by the Road Traffic Acts
- any claim where We have obtained a full recovery of any costs
- any windscreen claim paid in accordance with the Windscreen Cover under Section 1 of this Motor Policy

## **NO CLAIM DISCOUNT PROTECTION**

If No Claim Discount Protection is included in Your Motor Policy, Your No Claim Discount will not be reduced provided not more than one claim is made under Your Motor Policy in any two successive years. If You make a claim during the Period of Insurance, No Claim Discount Protection may not be available to You at renewal. No Claim Discount Protection does not protect the overall price of Your Motor Policy. The price of Your Motor Policy may increase following an accident even if You were not at fault.

## **CAR SHARING**

If You receive a contribution for carrying passengers in Your Car as part of a car sharing arrangement for social or other similar purposes, We will not regard this as using Your Car for hiring, provided that:

- Your car is not constructed or adapted to carry more than seven passengers (excluding the driver)
- the passengers are not being carried in the course of a business of carrying passengers
- the total contributions received for the journey concerned do not include an element of profit

## **ENDORSEMENTS APPLICABLE TO YOUR MOTOR POLICY**

The following Endorsements will only apply if referred to in Your Schedule and are subject otherwise to the terms, exceptions and conditions of this Motor Policy.

### **Endorsement 1 – Indemnifying the Police Authority – premises only**

We will provide indemnity under Section 4 of this Motor Policy to the Police Authority You and/or Your spouse are employed by whilst Your Car is entering, leaving or standing in or about any premises under Your and/or Your spouse's employer's authority, provided that Your and/or Your spouse's employer is not entitled to indemnity under any other policy and complies with the provisions of this Motor Policy as applicable.

**Endorsement 3 – See special attached Endorsements.**

YOU MUST ALSO REFER TO THE GENERAL CONDITIONS AND THE GENERAL EXCLUSIONS ON PAGES 11-15 OF YOUR PREMIER MOTOR POLICY

## **GENERAL CONDITIONS: The General Conditions apply to Your whole Motor Policy**

This insurance does not give rights to any person other than You unless We say differently elsewhere in this document. Anyone claiming cover under this Motor Policy must abide by all the conditions in this document and any Endorsements. We will only provide cover if You have paid the premium.

### **1. ACCIDENT AND CLAIMS PROCEDURE**

If any accident, injury, loss or damage occurs, You must:

- inform Premier Claims Service by telephone, giving full details, as soon as is reasonably possible
- send every communication You receive in connection with the claim to Premier Claims Service, unanswered as soon as possible after You receive it
- notify Premier Claims Service as soon as You become aware of any pending prosecution, Coroner's inquest, or fatal accident inquiry involving any person covered by this Motor Policy
- not admit to, negotiate on, promise to pay or refuse any claim unless You have written permission from Us or Premier Claims Service
- not act in any way to prejudice Our interests
- provide Us and/or Premier Claims Service with all reasonable assistance We may need

### **2. HANDLING THE CLAIM ON YOUR BEHALF**

We or Premier Claims Service can take over and conduct in Your name or in the name of any other person covered by this Motor Policy:

- the defence or settlement of any claim
  - legal proceedings in Your name at Our expense and for Our benefit to recover any payments made under this Motor Policy
- You or the person whose name We use must co-operate with Us on any matter affecting this insurance.

### **3. MAKING A CLAIM**

Information on how to make a claim is given on page 16.

In the event of a claim covered by this Motor Policy, You must still pay the premium. If payment is not made, We or Our authorised insurance advisors:

- may cancel this Motor Policy in accordance with General Condition 11 and seek payment of the outstanding balance of premium;
- may refuse to pay any claim arising from an occurrence on or after the due date of the premium;
- reserve the right to deduct any outstanding premium from the claim payment, if the claim is for loss of or damage to Your Car which is covered by this Motor Policy;
- may recover from You the outstanding balance of premium or seek reimbursement from You of any claim payment which has already been made.

### **4. RIGHT OF RECOVERY**

- (a) If the law of any country in which this Motor Policy operates obliges Us to pay a claim which We would not otherwise have paid in the United Kingdom, We reserve the right to recover this amount from You or from the person who incurred the liability.
- (b) Subject to paragraph 4(c) below You agree to indemnify Us in full in relation to any amount We pay to a third party (whether by agreement, operation of the Road Traffic Act 1988, or similar enactment including article 75 of the Articles of Association of the Motor Insurance Bureau) in satisfaction of a loss, or claimed loss arising out of the use of Your Car.
- (c) You are not required to indemnify Us where We have made a payment to a third party pursuant to an agreement if the liability or alleged liability giving rise to the agreement is one covered by the terms of this Motor Policy.

### **5. FRAUDULENT CLAIMS**

If a claim is made which You or anyone acting for You knows to be false, or if You give Us incorrect information or fraudulent documents, We will not pay the claim, cover under this insurance will not be valid and You will lose any premium You have paid.

**YOU MUST ALSO REFER TO THE GENERAL CONDITIONS ON PAGES 12-13 AND THE GENERAL EXCLUSIONS ON PAGES 14-15 OF YOUR PREMIER MOTOR POLICY**



## **6. OTHER INSURANCE**

If, at the time You make a valid claim under this Motor Policy, there is any other insurance covering the same loss, damage or liability, We will only pay any amount above that provided by the other insurance. This condition does not make Us responsible for any amount We would not otherwise have paid under any section of this Motor Policy.

## **7. CARE OF YOUR CAR**

You or any other person covered by this Motor Policy must take all reasonable steps to keep Your Car in a roadworthy condition at all times and protect it from loss or damage. You must lock and secure Your Car when You leave it. We can examine Your Car at any reasonable time.

## **8. CHANGES TO INFORMATION RELEVANT TO YOUR COVER**

You must notify Us as soon as possible of any changes which affect Your Motor Policy and which have occurred either since the cover started or since the last renewal date. If You do not tell Us about relevant changes, Your Motor Policy may not be valid or may not cover You fully.

## **9. CANCELLATION DURING THE INITIAL PERIOD OF COVER - RETAIL CUSTOMERS ONLY**

If You are a Retail Customer You have a right to cancel the insurance policy evidenced by Your Certificate of Motor Insurance. In order to exercise this right of cancellation You must advise Us or Your insurance advisor within 14 days of the start date of Your Motor Policy or (if later) the day on which You receive the policy documentation and supporting information.

If You exercise Your right to cancel the insurance policy, provided no claims have been made in the current Period of Insurance You will be charged 'pro rata' rates for the period of time You have had insurance cover. If any claims have been made in the current Period of Insurance any refund of the premium due will be retained by Us unless We have been able to make a full recovery of costs incurred. Additional charges may include a proportion of any commission paid to Your insurance advisor and a proportion of any fees charged by Your insurance advisor, sufficient to cover Your insurance advisor's costs.

Details of motor insurance policies are held on the Motor Insurance Database (MID) and the MID entry for Your policy will be deleted upon cancellation of the policy. You are reminded that it is an offence to keep a vehicle without insurance unless it is formally declared to the Driver and Vehicle Licensing Agency (DVLA) as being off the road via a Statutory Off Road Notification (SORN). The DVLA have access to the MID and now issue fixed penalty notices to registered keepers who do not have insurance or who have not declared their vehicle with a SORN.

## **10. MID-TERM CANCELLATION OF EXISTING POLICIES**

Where agreed by Us, any 'mid-term' cancellation of the insurance policy evidenced by Your Certificate of Motor Insurance will operate only from the date You tell Us or Your insurance advisor You want the policy to be cancelled from or (if later) the date on which We or Your insurance advisor receive Your notice of cancellation. Details of motor insurance policies are held on the Motor Insurance Database (MID) and the MID entry for Your policy will be deleted upon cancellation of the policy. You are reminded that it is an offence to keep a vehicle without insurance unless it is formally declared to the Driver and Vehicle Licensing Agency (DVLA) as being off the road via a Statutory Off Road Notification (SORN). The DVLA have access to the MID and now issue fixed penalty notices to registered keepers who do not have insurance or who have not declared their vehicle with a SORN.

YOU MUST ALSO REFER TO THE GENERAL CONDITIONS ON PAGES 11 AND 13 AND THE GENERAL EXCLUSIONS ON PAGES 14-15 OF YOUR PREMIER MOTOR POLICY

Provided no claims have been made in the current Period of Insurance You will be charged 'pro rata' rates for the period of time You have had insurance cover. If any claims have been made in the current Period of Insurance any refund of the premium due will be retained by Us unless We have been able to make a full recovery of costs incurred. Additional charges may include a proportion of any commission paid to Your insurance advisor and a proportion of any fees charged by Your insurance advisor, sufficient to cover Your insurance advisor's costs.

#### **11. THIS MOTOR POLICY MAY ALSO BE CANCELLED:**

- i) by Us or Our authorised insurance advisors by giving You seven days notice in writing where there is a valid reason for doing so. We will send Our cancellation letter to Your last known address and will set out the reason for cancellation in Our letter. If We do cancel Your Motor Policy, You will be entitled to a refund of the unexpired portion of Your premium. Valid reasons for cancellation may include but are not limited to:
- Where You have failed to answer honestly and to the best of Your knowledge all questions asked in the preparation of Your quotation and contract.
  - Where You fail to supply requested validation documentation (i.e. proof of No Claims Discount, proof of address, copy driving licence etc).
  - Where You are required in accordance with the terms of this Policy Booklet to co-operate with Us, or send Us information or documentation and You fail to do so in a way that materially affects Our ability to process a claim, or Our ability to defend Our interests.
  - Where We reasonably suspect fraud.
  - Use of threatening or abusive behaviour or language, or intimidation or bullying of Our staff or suppliers.
- ii) by Us or Our authorised insurance advisors by giving You seven days notice in writing if You do not pay the premium or any instalment of the premium. We will send Our cancellation letter to Your last known address and will set out the reason for cancellation in Our letter. If We do cancel Your Motor Policy for this reason, We will not refund any instalments You have already paid.

Details of motor insurance policies are held on the Motor Insurance Database (MID) and the MID entry for Your policy will be deleted upon cancellation of the policy. You are reminded that it is an offence to keep a vehicle without insurance unless it is formally declared to the Driver and Vehicle Licensing Agency (DVLA) as being off the road via a Statutory Off Road Notification (SORN). The DVLA have access to the MID and now issue fixed penalty notices to registered keepers who do not have insurance or who have not declared their vehicle with a SORN.

**YOU MUST ALSO REFER TO THE GENERAL CONDITIONS ON PAGES 11-12 AND THE GENERAL EXCLUSIONS ON PAGES 14-15 OF YOUR PREMIER MOTOR POLICY**

## GENERAL EXCLUSIONS: The General Exclusions apply to Your whole Motor Policy

### *What is not covered*

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#### **1. USE AND DRIVING WHICH WE DO NOT COVER**

*Your Motor Policy does not cover any accident, injury, loss, damage or liability when any vehicle covered by this Motor Policy is:*

- being used for any purpose that Your Certificate of Motor Insurance does not permit.*
- in the charge of or being driven by any person who is not described in Your Certificate of Motor Insurance as a person entitled to drive.*
- in the charge of anyone who is disqualified from driving, or who has not held, or who by law is prevented from holding or getting a driving licence.*
- being driven by any person who does not comply with the terms and conditions of the driving licence held.*
- in an unsafe or unroadworthy condition or, where such regulations require, does not have a current M.O.T. certificate.*
- in or on that part of any airport, aerodrome, airfield or military base which is used for the take off and landing of aircraft, including the movement of aircraft on the ground and aircraft parking aprons and the associated service roads, refuelling areas and ground equipment parking areas.*
- towing a trailer which is unsafe or has an insecure load.*
- being used for a purpose for which it is not insured (as long as You do not make a profit, Your employer can pay an allowance for the number of miles You drive, or a passenger can contribute towards the cost of fuel).*
- being driven with a load or a number of passengers which is unsafe or greater than the manufacturer's specifications.*
- being used for any competition, rally, trial, track day, performance test, race or speed trial (whether between motor vehicles or otherwise). This exclusion applies even if the event is not on a public road and regardless of whether it is authorised by the police or another relevant authority.*

#### **2. NOTIFICATION OF A CHANGE OF CAR**

*This Motor Policy does not cover a car unless:*

- We already have details of the car; or*
- details are given to Us if You change Your Car before or on the date You acquire the car and We accept them*

#### **3. LIABILITY WHICH RESULTS FROM AN AGREEMENT**

*This Motor Policy does not cover any liability You have accepted by agreement or contract, unless that liability would have existed without the agreement.*

#### **4. WAR RISKS, RIOT AND CIVIL COMMOTIONS, ACTS OF TERRORISM AND EARTHQUAKE**

*This Motor Policy does not cover any consequence of:*

- war, revolution, or similar event.*
- riot or civil commotion happening in Northern Ireland or outside the United Kingdom.*
- Any loss, damage, injury or legal liability caused directly or indirectly by terrorism or any similar event. This exclusion does not apply to cover We must provide under the Road Traffic Acts or any other laws which apply to motor insurance. This exclusion does not apply to sections 1, 2 or 3 of this Motor Policy.*
- earthquake.*

YOU MUST ALSO REFER TO THE GENERAL CONDITIONS ON PAGES 11-13 AND THE GENERAL EXCLUSIONS ON PAGE 15 OF YOUR PREMIER MOTOR POLICY

## **5. RADIOACTIVE CONTAMINATION AND SONIC BANGS**

*This Motor Policy does not cover loss or damage caused directly or indirectly by:*

- ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel.
- the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component.
- pressure waves from aircraft or flying objects.

## **6. POLLUTION**

*This Motor Policy does not cover loss or damage by pollution or contamination, however caused, other than cover needed by the Road Traffic Acts or any other laws which apply to motor insurance.*

## **7. CARRYING OF HAZARDOUS MATERIALS**

*This Motor Policy shall not apply in respect of claims arising out of the ownership, operation, maintenance or use of any vehicle the principle use of which is:*

- the transportation of high explosives such as nitro-glycerine, dynamite or any other similar explosive.
- the bulk transportation of liquefied petroleum or gasoline (use of a tank truck for the transportation of fuel for the original Insured's own use is not excluded).
- the transportation of chemicals or gases in liquid, compressed or gaseous forms.

## **8. DELIBERATE ACTS**

*This Motor Policy does not cover loss of, destruction or damage to any property or any resulting loss or expense arising from any deliberate act by You or any person using or driving Your Car.*

## **9. DRINK AND DRUGS**

*This Motor Policy does not cover any accident, injury, loss, damage or liability if an accident happens whilst You or any person named as a driver under this Motor Policy:*

- is found to be over the prescribed limit for alcohol
- is driving whilst unfit through drink or drugs, whether prescribed or otherwise
- fails to provide a sample of breath, blood or urine when required to do so, without lawful reason

YOU MUST ALSO REFER TO THE GENERAL CONDITIONS ON PAGES 11-13 AND THE GENERAL EXCLUSIONS ON PAGE 14 OF YOUR PREMIER MOTOR POLICY

## ADVICE FROM PREMIER ON HOW TO MAKE A CLAIM

The information on pages 16-18 does not form part of Your Motor Policy. It is intended as a guide in the event that You need to make a claim.

**Important Notice** - All accidents and claims **MUST** be reported within 24 hours, whether You want to make a claim or not, and whether Your fault or not. Failing to report an accident or claim can expose You to charges and expenses for which You are personally liable, and could result in Your insurance being invalid.

### Who will deal with Your claim?

We have authorised Premier Claims Service (see page 18 for contact details) to deal with Your claim on Our behalf. You should therefore refer all correspondence and telephone enquiries to them.

### What to do after an accident

- a) You must stop – it is a serious offence not to do so.
- b) You must give Your name and address to anyone involved in the incident, together with details of Your Car and Us.
- c) If You are unable to notify the police at the scene of the accident, You must report it to them as soon as possible, and in any case within 24 hours.
- d) Obtain the details of all witnesses.
- e) Note the details of the third party, including the registration number of the vehicle, the name of their insurance company and their policy number.
- f) Take pictures of the accident scene with Your mobile phone.
- g) Sketch a rough diagram of the accident scene.
- h) Do not admit liability, seek settlement or offer to negotiate.
- i) Report the accident to Premier Claims Service as soon as possible (see contact details below).

### How do You notify Premier of Your claim?

You must notify all accidents/incidents to Premier within 24 hours using the telephone numbers listed below (their address is also shown on page 18).

### Damage to Your Car

If Your Motor Policy covers You for the cost of repairs to Your Car as the result of an accident, a fire or a theft, You should do one of the following:

#### 1. If Your cover is Comprehensive

Contact Premier Claims Service on Freephone **0800 096 9629** and the claims staff will advise You on what course of action to take.

Premier have a repair service which consists of a select nationwide network of repairers who will:

- arrange for Your damaged car to be collected.
- repair Your Car and re-deliver it to You.
- guarantee all repair work for three years.

#### Please note:

The Premier Repair Service is not available if:

- Your Car has been stolen and has not been recovered; or
- Your Car has been damaged beyond economical repair; or
- Your Car was damaged whilst Your Motor Policy was extended for use abroad

If Your Car has been stolen, it will be necessary to send a copy of Your driving licence to Premier Claims Service (see page 18 for contact details).

Send any communication You receive in connection with Your claim to Premier Claims Service at the address on page 18. You must not admit liability or deal with any correspondence Yourself.

If You do not wish to use the Premier Repair Service still telephone the above number and You will receive advice on what to do next.

If Your Car is potentially beyond economical repair, it is probable that it will have to be inspected. Premier Claims Service will take the action necessary.

## 2. If Your cover is Third Party Fire and Theft

Contact Premier Claims Service on Freephone **0800 096 9629** and the claims staff will advise You on what course of action to take.

If Your Car has been stolen, it will be necessary to send a copy of Your driving licence to Premier Claims Service (see page 18 for contact details).

Send any communication You receive in connection with Your claim to Premier Claims Service at the address on page 18. You must not admit liability or deal with any correspondence Yourself.

**Please note:** Even if You are not covered for damage to Your Car, You should still advise Premier Claims Service of the incident and You must confirm whether anyone else was involved in the incident who may have suffered any injury or damage to their property.

## 3. If Your cover is Third Party Only

Contact Premier Claims Service on Freephone **0800 096 9629** and the claims staff will advise You on what course of action to take.

Send any communication You receive in connection with Your claim to Premier Claims Service at the address on page 18. You must not admit liability or deal with any correspondence Yourself.

**Please note:** You should still advise Premier Claims Service of the incident and You must confirm whether anyone else was involved in the incident who may have suffered any injury or damage to their property.

**IMPORTANT NOTICE** - ALL ACCIDENTS AND CLAIMS **MUST** BE REPORTED WITHIN 24 HOURS, WHETHER YOU WANT TO MAKE A CLAIM OR NOT, AND WHETHER YOUR FAULT OR NOT. FAILING TO REPORT AN ACCIDENT OR CLAIM CAN EXPOSE YOU TO CHARGES AND EXPENSES FOR WHICH YOU ARE PERSONALLY LIABLE, AND COULD RESULT IN YOUR INSURANCE BEING INVALID.

## **Windscreen or Window Claims**

If the windscreen or window(s) of Your Car are damaged, You should:

- a) telephone Premier's 24 Hour Glass Service Centre direct on the number shown below. You will need Your current Certificate of Motor Insurance and Your Schedule ready to confirm that You are covered for this damage.

### **PREMIER 24 HOUR GLASS SERVICE – 0345 075 1966**

(Calls to this number cost no more than Your standard local or national landline rate.)

- b) You will be given advice on whether Your windscreen can be repaired rather than replaced. If it is possible to have Your windscreen repaired, Premier will be invoiced directly up to the amount You are covered for. You will be required to pay the Excess stated on Your Schedule and/or Certificate of Motor Insurance for the repair of the windscreen.
- c) If it is not possible to repair Your windscreen or if the damage is to the windows of Your Car, Premier Glass Service will instead arrange for it to be replaced. Premier will be invoiced directly up to the amount You are covered for. You will be required to pay the Excess stated on Your Schedule and/or Certificate of Motor Insurance for the replacement of the windscreen or body glass.

**Please note:** If You are not covered for windscreen damage, You can still use the Premier Glass Service and receive a substantial discount on any standard stock item, provided payment is received at the time of the replacement.

### **Premier Claims Service**

**PO Box 119**

**Cheltenham**

**GL51 4YD**

## **DATA PROTECTION NOTICE**

We are required to send You this information to comply with the Data Protection Act 1998 and/or the Gibraltar Data Protection Act 2004. It explains how We may use Your details and tells You about the systems We have in place that allow Us to detect and prevent fraudulent applications and claims. The savings that We make help Us to keep premiums and products competitive.

Please take care to ensure all questions asked in the preparation of Your quotation and contract have been answered honestly and to the best of Your knowledge. If You haven't answered questions correctly, Your Motor Policy may be invalid, or Your claim rejected or not fully paid.

You have a right to access personal information held about You by Us or by other organisations We have agreements with. For details relating to information held about You on Our records, or held by credit referencing agencies We use or fraud prevention agencies We use, please contact Us at Premier Underwriting Limited, 37 Commercial Road, Poole, Dorset, BH14 0HU. For details relating to information held about You on the Claims and Underwriting Exchange (CUE) and the Motor Insurance Anti-Fraud and Theft Register (MIAFTR) please visit [www.insurancedatabases.co.uk](http://www.insurancedatabases.co.uk). For details relating to information held about You by the Driver and Vehicle Licensing Agency (DVLA) please visit [www.dvla.gov.uk](http://www.dvla.gov.uk).

## **HOW WE WILL USE YOUR DATA**

This notice explains how We may use the details You provide Us with. You should always show this Data Protection Notice to anyone covered or proposed to be covered under this Motor Policy. In taking this policy out, You are consenting for Your data to be used in the ways We describe. You are also confirming that You have sought consent from any named drivers included under the policy to have their data used in the same ways.

### **Insurance underwriting purposes**

To examine the potential risk in relation to Your (and/or a third party's) prospective policy, so that We can:

- consider whether to accept the relevant risk and determine the premium and terms You will be quoted;
- make decisions about the provision and administration of insurance and related services for You (and members of Your household);
- validate Your (or any person or property likely to be involved in the policy or claim) claims history (at any time including upon application for insurance), in the event of an accident or a claim, or at a time of renewal;
- provide Your (or any person included on the Proposal Form/Statement of Fact/Statement of Insurance) Driving Licence Number (DLN) to the DVLA to confirm Your (or the relevant person included on the Proposal Form/Statement of Fact/Statement of Insurance) licence status, entitlement and relevant restriction information and endorsement/conviction data. Searches may be carried out prior to the date of the insurance policy and at any point throughout the duration of Your Motor Policy including at the mid-term adjustment and renewal stage. A search of the DLN with the DVLA should not show a footprint against Your (or another relevant person included on the Proposal Form/Statement of Fact/Statement of Insurance) driving licence;
- search Your (or any person included on the Proposal Form/Statement of Fact/Statement of Insurance) 'No Claims Discount' (NCD) details against a NCD database to obtain information in relation to Your NCD entitlement. Such searches may be carried out against Your (or the relevant person included on the Proposal Form/Statement of Fact/Statement of Insurance) DLN, name, date of birth, Vehicle Registration Mark (VRM) and/or postcode. A search of the DLN against the NCD database should not show a footprint against Your (or another relevant person included on the Proposal Form/Statement of Fact/Statement of Insurance) driving licence. Searches may be carried out at point of quote and if an insurance policy is accepted at the renewal stage.

### **Management information purposes**

To analyse insurance and other markets for the purposes of:

- portfolio assessment;
- risk assessment;
- performance reporting;
- management reporting;

### **Anti-fraud purposes**

To detect and prevent fraudulent claims and/or activities:

- We will check Your details with fraud prevention agencies.
- If You provide false or inaccurate information and We suspect fraud, We will record this.
- Law enforcement agencies may access and use this information.
- We pass information to external companies and agencies, for example, (but not limited to) the Claims and Underwriting Exchange (CUE), run by Insurance Database Services Ltd (IDSL) and the Motor Insurance Anti-Fraud and Theft Register (MIAFTR), also run by IDSL. The aim is to help Us to check information provided and also to prevent fraudulent claims. When We deal with Your request for insurance We may search these registers.



- When We pass information to external companies and fraud prevention agencies they will record this information. They may check it against similar applications made to other organisations and share Your data with other organisations. Those organisations may use this information when making decisions about You.
- Under the conditions of Your policy, You must tell Us about any incident (such as an accident or theft) which may or may not give rise to a claim. We will pass information relating to this incident to those external companies and agencies.
- We conduct searches to credit reference agencies, including checking voters roll information. We may also ask credit reference agencies to provide a credit score computation. Where automatic credit scoring is used, acceptance or rejection of Your application/renewal will not solely depend on these results.
- We may use Your details for the purposes of tracing debtors or beneficiaries, recovering debt, managing Your accounts and/or insurance policies.
- We may undertake searches against Your (or any person included on the Proposal Form/Statement of Fact/Statement of Insurance) DLN against details held by the DVLA to confirm Your licence status, entitlement and restriction information and endorsement/conviction data. This helps insurers check information to prevent fraud and reduce incidences of negligent misrepresentation and non-disclosure. A search of the DLN with the DVLA should not show a footprint against Your (or another relevant person included on the Proposal Form/Statement of Fact/Statement of Insurance) driving licence.
- We may search Your (or any person included on the Proposal Form/Statement of Fact/Statement of Insurance) NCD details against a NCD database to obtain information in relation to Your NCD. Such searches may be carried out against Your (or the relevant person included on the Proposal Form/Statement of Fact/Statement of Insurance) DLN, name, date of birth, VRM and/or postcode. A search of the DLN against the NCD database should not show a footprint against Your (or another relevant person included on the Proposal Form/Statement of Fact/Statement of Insurance) driving licence.
- We may share Your (or any person included on the Proposal Form/Statement of Fact/Statement of Insurance) details with other insurers to validate the accuracy of information and to help prevent fraud. Examples of data We may share are, for example (but not limited to), NCD details and claims history.

#### **Compliance with legal obligations and responsibilities:**

- Claims management – In the event of a claim We may need to disclose information with any other party involved in that claim such as third parties involved in the incident, their insurer, solicitor or representative and medical teams, the police or other investigators. We also may have to investigate Your claims and conviction history;
- Motor Insurance Database (MID) - Information relating to Your insurance policy will be added to the MID, managed by the Motor Insurers' Bureau (MIB). MID and the data stored on it may be used by certain statutory and/or authorised bodies including the police, the DVLA, the Driver and Vehicle Agency (DVA) Northern Ireland, 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 European Economic Area or certain other territories), insurers and/or the MIB may search the MID to obtain relevant information.
- Persons (including his or her appointed representatives) pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID. It is vital that the MID holds Your correct registration number. If it is incorrectly shown on the MID You are at risk of having Your vehicle seized by the Police. You can check that Your correct registration number details are shown on the MID at [www.askmid.com](http://www.askmid.com);
- Complaints management - If You make a complaint about the service We have provided, We may be obliged to forward details about Your complaint, including Your personal information, to the relevant ombudsman.

#### **HOW YOUR DATA WILL BE PROCESSED**

- Information which is supplied to IDSL and MID can include details such as Your name, address and date of birth together with details of any injury arising from a claim.
- Your data may be transferred to any country, including countries outside of the European Economic Area, for any of the purposes mentioned above.
- Under the conditions of Your Motor Policy, You must tell Us about any incident (such as an accident or theft) which may or may not give rise to a claim. When You tell Us about an incident, We will pass information relating to it to IDSL.
- If You require Your data please write to the Data Controller, at the address shown above.
- Your personal data will not be used for marketing. It will only be shared within organisations involved with the administration of Your insurance policy or as otherwise set out in this Data Protection Notice.
- We will pass details of Your NCD to certain organisations to be recorded on a NCD database. This will occur if information requires updating or correcting at any stage, and also at the renewal stage of Your Motor Policy and upon or after the cancellation of Your Motor Policy prior to the expiry date.

DETACH HERE

## TO BE HANDED TO THE OTHER PARTY IN THE EVENT OF AN INCIDENT

### PREMIER CLAIMS SERVICE OFFER YOU:

FAST, EFFICIENT CLAIMS SERVICE

FREE COURTESY CAR

FULLY GUARANTEED REPAIRS

HELP IF NEEDED WITH OTHER ASPECTS OF  
YOUR CLAIM

JUST FREEPHONE **0800 096 9629**

PLEASE QUOTE OUR POLICY NUMBER WHEN  
CALLING.

IF YOU HAVE BEEN INVOLVED IN AN  
ACCIDENT WITH A PREMIER CUSTOMER,  
WHICH WAS NOT YOUR FAULT, WE WILL  
AUTHORISE YOUR REPAIR TO ONE OF OUR  
APPROVED REPAIR NETWORK, AND PROVIDE  
A COURTESY CAR FOR THE DURATION OF  
THE REPAIRS. FOR MORE INFORMATION,  
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## IF YOU HAVE AN ACCIDENT

### 24 HOUR HELPLINE

### PREMIER CLAIMS SERVICE

What to do after an accident:

- You must stop - it is a serious offence not to.
- Give Your name and address to anyone involved in the incident, together with details of Your Vehicle and pass them one of the cards on the left.
- Notify the police either at the scene or within 24 hours.
- Show Your Certificate of Motor Insurance to the police if they need to see it.
- You must notify Premier on the number shown below immediately.
- Do not admit to, negotiate on, promise to pay or refuse any claim unless You have written permission from Us.

**IMPORTANT NOTICE** - ALL ACCIDENTS AND CLAIMS **MUST** BE REPORTED TO THE POLICE/PREMIER WITHIN 24 HOURS, WHETHER YOU WANT TO MAKE A CLAIM OR NOT, AND WHETHER YOUR FAULT OR NOT. FAILING TO REPORT AN ACCIDENT OR CLAIM CAN EXPOSE YOU TO CHARGES AND EXPENSES FOR WHICH YOU ARE PERSONALLY LIABLE, AND COULD RESULT IN YOUR INSURANCE BEING INVALID.

If Your cover is **Comprehensive** -  
Freephone **0800 096 9629**.

If Your cover is **Third Party Only or Fire & Theft** -  
Freephone **0800 096 9629**

For windscreen or window repair/replacement  
(see Policy for details of cover) -  
Telephone **0345 075 1966**

Calls to this number cost no more than Your standard  
local or national landline rate.

**KEEP THESE CARDS IN  
YOUR VEHICLE - THEY MAY  
SAVE YOU MONEY**





## **OUR COMMITMENT TO YOU ABOUT OUR SERVICES - RESOLUTION OF COMPLAINTS**

We are committed to providing You with a high quality service and We want to make sure that We maintain this at all times. If You feel that We have not provided a first class service and Your complaint relates to the terms and/or conditions of Your Motor Policy or to a claim under Your Motor Policy, please write to Us, quoting the policy number shown in Your Schedule, at the following address:

The Managing Director  
Premier Underwriting Limited  
37 Commercial Road  
Poole  
Dorset  
BH14 0HU

We will either acknowledge Your complaint within five working days of receipt, or offer You Our final response if We have concluded Our investigations within this period.

If We acknowledge Your complaint, We will advise You who is dealing with it and when We expect to respond. We aim to respond fully within eight weeks. However, if We are unable to provide a final response within this period We will write to You before this time and advise why We have not been able to offer a final response and how long We expect Our investigations to take.

If You remain unhappy with Our final response, or We have not managed to provide a final response within eight weeks of Your complaint, You may refer Your complaint to the Financial Ombudsman Service for help and advice.

There are several ways You can contact them:

Phone: 0800 023 4567 or 0300 123 9123

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Post: The Financial Ombudsman Service

Exchange Tower

London

E14 9SR

**Please always quote Your Motor Policy number as it will help Us to deal with Your enquiry or complaint promptly.**

Contacting the Financial Ombudsman Service will not affect Your right to take legal action against Us.

### **Law applicable to this Motor Policy**

Unless We have agreed otherwise with You, this insurance is governed by the law applying in the particular country in the United Kingdom You live in. If there is any dispute over which law is to apply to this insurance it will be English law. We will not cover any payments that are awarded by a court in a country outside of the United Kingdom unless Your cover has been extended to that country under the Driving Abroad section of this Motor Policy (see page 9).

**Premier Underwriting Limited**  
**Registered Office: 37 Commercial Road,**  
**Poole, Dorset BH14 0HU**  
**Registered No. 3760475**

Premier Underwriting Limited is authorised and regulated by the Financial Conduct Authority.

**Premier Insurance Company Limited**  
**PO Box 1338**  
**First Floor Grand Ocean Plaza**  
**Ocean Village, Gibraltar**

Premier Insurance Company Limited is authorised by the Gibraltar Financial Services Commission and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority.

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