

Thank You for Choosing Qudos for FlexDrive Insurance.

This document sets out what is and what is not covered and any special terms that may apply. Please check that it meets **your** needs and that **you** understand it.

If **you** have any questions about this document, please contact **your insurance adviser** who will be pleased to help **you**.

Insurer

You have taken out insurance with **us** (Qudos Insurance A/S). This document gives details of the insurance contract, which is legally binding.

We have agreed to insure **you** under the terms, conditions and exceptions in this document, and any endorsements relating to it.

You must have paid the premium shown in the schedule to be covered under this policy.

The Contract of Insurance

This document forms a legally binding contract of insurance between **you** and **us**.

The contract does not give, or intend to give, rights to anyone else.

No one else has the right to enforce any part of this contract.

We may cancel or change any part of the contract without getting anyone else's permission.

The contract is based on the information **you** provided in **your** proposal for insurance.

The insurance provided by this document is only valid during the period of insurance for which **you** have paid, or agreed to pay the premium.

The insurance is provided under the terms and conditions contained in this document.

This insurance is written in English and all communications about it will be in English. English law will apply to this contract unless otherwise agreed in writing with **us**. If **you** live in Jersey, the law of Jersey will apply to this contract and the Jersey courts will have exclusive jurisdiction over disputes in relation to it.

We are authorised and regulated by the Danish Financial Supervisory Authority (Danish FSA) to carry on the business of general insurance, and **we** are also regulated by the Financial Conduct Authority to carry on **our** business in the UK.

Your Right To Change Your Mind

If **you** are not satisfied with the cover provided by this insurance, please return the document to **your insurance adviser** within 14 days of receiving it. **We** will return any premium **you** have paid as long as **we** have not paid a claim.

Cancellation

If **you** cancel this policy after the initial 14 day period described above, **we** will not return any premium.

This **FlexDrive policy** is issued in conjunction with a **motor insurance policy**. If that policy is cancelled, this **FlexDrive policy** is also cancelled. This **FlexDrive policy** is non-transferable.

Demands & Needs Statement

This policy is suitable for someone who has the **driving other cars benefit** on their own **motor insurance policy** enabling them to use **another person's car** on a third party only basis, who would like to extend the **driving other cars benefit** to include accidental damage, fire and theft cover.

Significant Policy Features

If **you** are insured under **your own motor insurance policy** to drive **another person's car** with third party only cover, this policy will give **you** further insurance protection against accidental damage **you** may cause to **the insured vehicle** whilst **you** are using it. The policy will also cover against theft and fire loss of **the insured vehicle** not normally covered by **your motor insurance policy**.

Important Information about your FlexDrive policy

This **FlexDrive policy** is issued in conjunction with a **motor insurance policy**. If that **motor insurance policy** is cancelled, this **FlexDrive policy** is also cancelled. This **FlexDrive policy** is not transferrable to another insurance policy following cancellation of **your motor insurance policy**.

If **your motor insurance policy** is suspended on a temporary basis, or if cover is reduced either temporarily or permanently, **your driving other cars benefit** is also suspended. This **FlexDrive policy** is suspended until the point where **your motor insurance policy** is reinstated to its original level of cover and the **driving other cars benefit** is reinstated.

Definitions

The words or expressions detailed below will have the meaning shown wherever they appear in this document and will be shown in bold text.

Another person's car – a car not belonging to **you**, or hired or leased to **you**, or by any person who resides at **your** home address.

Certificate of insurance – the certificate issued to **you** by **your** motor insurer allowing **you** to drive **your** vehicle and which shows the **driving other cars benefit**.

Driving other cars benefit – The extension granted to **you** by **your motor insurer** which allows **you** to drive a car not belonging to **you**, or hired or leased to **you**, on a third party only basis. This extension must be shown on the **certificate of insurance** for **your motor insurance policy**.

FlexDrive Policy – This insurance policy.

Insurance adviser – The Insurance adviser who **you** purchased this policy from.

Insured/You/Your – The person who this policy covers and whose details are shown on the **policy schedule**.

Insurer/We/Us/Our – Qudos Insurance A/S.

Motor insurance policy – The insurance policy in place, which this **FlexDrive policy** is issued in conjunction with, that covers **you** for third party risks whilst driving **the insured vehicle**.

Motor insurer – An authorised and regulated insurance company that issued the **motor insurance policy** that covers the vehicle shown in **your policy schedule**.

Owner – the registered owner and keeper of **the insured vehicle**.

Period of Insurance – The term covered by this insurance, which shall not exceed 12 months and will cease at the same time as the **motor insurance policy** covering the vehicle shown in **your FlexDrive policy schedule**.

Policy schedule – The document confirming **your** cover for this policy and **your** details.

Territorial limits – Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

The insured vehicle – the vehicle covered by this policy, which is being driven under the **driving of other cars benefit** that is not owned, hired or leased by **you** or by any person who resides at **your** home address. **The insured vehicle** must also be insured to be driven on the road by its **owner**. **The insured vehicle** must be a car and cannot be any form of van or pickup truck.

Your vehicle – the vehicle that **you** insure that is shown on **your certificate of insurance**.

Third party – another party involved in an incident.

What is Covered

If **you** have the **driving other cars benefit** on **your motor insurance policy** and are using **the insured vehicle** in an emergency or on a momentary basis and one of the following events occurs;

- Accidental Damage to **the insured vehicle**
- Loss by fire of **the insured vehicle**
- Loss by Theft of **the insured vehicle**

We will pay up to £20,000 for the repair/loss of **the insured vehicle**. Claims under this policy are subject to a £500 excess.

What is Not Covered

- 1) We will not pay a claim if;
 - **Your motor Insurance policy** with the **driving other cars benefit** that entitles **you** to use **the insured vehicle** at the time of the loss has been cancelled.
 - **Your current motor Insurance policy** has been suspended, or if cover has been reduced, resulting in the **driving other cars benefit** no longer being active on **your motor insurance policy**.
 - **The insured vehicle** being used is owned and/or registered, hired or leased to any person who at the time of the claim resides at the same home address as **you** .
 - **You** are, at the time of the loss, using **the insured vehicle** for any other purpose than Social, Domestic and Pleasure.
 - **You** do not have the permission of the **owner** to drive **the insured vehicle**.
 - **The insured vehicle** is declared SORN, does not have a valid and current MOT or is not road legal.
 - The **insured vehicle** is not insured by its **owner** for third party risks when not in use by **you**.
 - The loss occurred outside the **territorial limits**.
 - The amount to be claimed does not exceed the £500 policy excess.
 - **You** were driving illegally at the time of the loss.
 - The security devices of **the insured vehicle** were not in fully working order at the time of the loss.
 - **You** do not normally live in the United Kingdom.
 - The loss occurred outside the **period of insurance**.
 - The claim results from any long-term or ongoing physical or mental medical conditions or disabilities that **you** suffer from which have not been disclosed to **your motor insurer**.
 - **You** do not have a valid driving licence at the time of the loss.
- 2) An amount of money to compensate **you** for not being able to use **the insured vehicle** and any other expenses **you** have to pay because of this.
- 3) Any amount above the £20,000 maximum claim limit.
- 4) Damage to tyres caused by braking, punctures, cuts or bursts.
- 5) The cost of repairing or renewing parts of **the insured vehicle** which improve **the insured vehicle** beyond its condition before the loss or damage occurred.
- 6) The cost of repairing or renewing areas which were not damaged in the incident **you** are claiming for.
- 7) Mechanical, electrical, electronic, computer or computer-software breakdowns, failures, faults or breakages.
- 8) Loss or damage arising from theft or attempted theft when **the insured vehicle** is left unattended:
 - If the ignition keys are left in or on **the insured vehicle**
 - Unless all of the doors, windows and other openings of **the insured vehicle** have been closed and locked, or;
 - If an alarm or electric immobiliser is fitted to **the insured vehicle** and has not been set or is not working properly.
- 9) Loss or damage caused intentionally by **you** or **your** family, or loss or damage someone else causes with **your** permission or encouragement.
- 10) Loss or damage caused by using an inappropriate grade of fuel in **the insured vehicle**
- 11) Any trailer, caravan or other vehicle towed by or attached to **the insured vehicle**
- 12) Damage to **the insured vehicle**, including fire and theft, when the damage results in the person in charge of **the insured vehicle** being convicted of an offence involving drink or drugs (other than prescribed drugs taken under medical supervision or to treat drug addiction). The cover **we** provide for an accident is limited to the minimum cover needed to meet the relevant law.
- 13) Any damage to a **third party** or a **third party's** property caused by **you**.

General Conditions

These conditions apply to the whole insurance.

- 1) This insurance runs alongside **your motor insurance policy**. If **you** cancel or do not renew **your motor insurance policy**, all cover under this insurance will end at the same time.
- 2) This policy is not transferable to any other person.
- 3) This policy is not transferable to any other insurance policy and can only be used with the **motor insurance policy** it was taken out in conjunction with.
- 4) **We** will only provide the cover described in this insurance under the following circumstances.
 - Anyone claiming cover under this contract has kept to all the conditions in this document
 - The information **you** gave to **us** and **your motor insurer** on the proposal form, or on the statement of insurance and any declaration, is true and complete. If **we** find that **you** have not given **us** accurate information, **we** may not pay **your** claim or **your** insurance may not be valid.
- 5) This policy is only in force if **your motor insurance policy** is active, includes the **driving other cars benefit** and covers **your vehicle** shown on the **policy schedule**. **Your motor insurance policy** must be issued by an authorised and regulated **motor insurer**. If **your vehicle** is written off, stolen and not recovered or unroadworthy, or if **your motor insurance policy** is suspended or the cover is reduced, the **driving other cars benefit** is removed from **your motor insurance policy** so **you** would not be entitled to drive **another person's car** and this insurance would not be valid and no claims would be paid.
- 6) If **you** or anyone acting on **your** behalf has provided false information, fails to disclose information, or misrepresents or incorrectly describes any material fact, this insurance will be declared entirely void and no cover will apply.
- 7) Fraudulent, false and exaggerated claims increase premiums for **our** policyholders. **We** will not pay a claim if any part of it is fraudulent, false or exaggerated; if **you**, or anyone acting for **you**, make a claim in a fraudulent or false way; or **we** have been given any documents which are false or stolen. **We** will also do everything possible to recover **our** costs in such circumstances. **We** will also cancel **your** policy but will not return any premium.
- 8) Any settlements made for the loss of **the insured vehicle** will be made to the **owner** and registered keeper of the car.
- 9) Salvage - If **the insured vehicle** is totally destroyed or damaged so badly that cost of repairs will be equal to or more than the value of **the insured vehicle**, we will agree with **you** to either:
 - A. Pay the **owner** an amount equal to the agreed value or market value, with the salvage becoming our property; or
 - B. Pay the **owner** an amount equal to 80% of the agreed value or market value, with the salvage remaining the property of the **owner**.

We will only settle a claim under option b if the motor engineer we ask to assess the damage to **the insured vehicle** agrees that it can be repaired in line with the Code of Practice for the Disposal of Motor Vehicles.

- 10) If **you** have an accident, **you** must take all possible steps to protect **the insured vehicle** and its accessories and contents. If the damage to **the insured vehicle** is covered by this insurance, **you** must arrange for **the insured vehicle** to be taken to the nearest competent repairer and **we** will accept the costs as part of **your** claim. **We** will not pay for any further damage **you** cause if **you** try to drive **the insured vehicle** after the accident. When **the insured vehicle** is with the repairer, **you** must arrange for the repairer to send **us** a detailed estimate for the cost of repairs immediately. One of **our** approved assessors must inspect **the insured vehicle** before any repairs are started. **We** will not be responsible for the cost of any new parts or accessories ordered, or repairs carried out, without **our** agreement. If **we** think the estimate for the cost of repairs is unreasonable, **we** may negotiate a lower estimate, pay for any emergency work that has been carried out so the vehicle could be used, or move **the insured vehicle** to another repairer. We have the right to move **the insured vehicle** to a safe storage place without asking **you** or the **owner**.
- 11) If **we** choose, **we** may arrange for the repairer to use suitable parts and accessories that are made by a company other than the manufacturer of **the insured vehicle**.
- 12) If **the insured vehicle** is damaged and a part or accessory cannot be repaired or replaced, we will only pay the amount shown in the manufacturer's last United Kingdom list price. If we know that **the insured vehicle** is an imported vehicle and we have agreed to cover it, and the damaged part or accessory has never been available in the United Kingdom, we will only pay the manufacturer's last list price in the country **the insured vehicle** came from. We will not pay for the cost of importing any part or accessory needed to repair **the insured vehicle**.
- 13) **You** must send us any letters, writ or summons as soon as **you** receive them, together with a filled-in report form. Do not answer any letters – send them straight to us. **You** must also tell **us** if **you** know about any prosecutions involving **you**. If **you** have an accident or loss, **you** must not admit to anyone else that it was **your** fault or negotiate or refuse any claim unless **you** have **our** permission.
- 14) **We** are entitled to take full control of any claim and **we** must be given whatever information and help **we** need. **You** insurance must not do anything that will affect **our** interest in this insurance. **We** can prosecute or defend any claim in **your** name or in the name of any other person covered by this insurance.

- 15) If there is other insurance in force which covers the same loss, damage or liability as our insurance, we will only pay the difference between that provided by the other insurance and the total cost of the loss, damage or liability, if the total cost is more. This condition does not make us responsible for any amount we would not otherwise have paid under any section of this insurance.
- 16) If, under the law of any country which this insurance covers you in, we have to settle a claim which we would not otherwise have paid, you or the person who made the claim must pay this amount back to us.

General Exclusions

These exclusions apply to the whole insurance.

Your insurance does not cover the following:

- 1) Any claim covered by this insurance, when **the insured vehicle** is being used in any of the following ways.
 - Driven by or in the charge of anyone who is not named on the **Policy Schedule**
 - In the charge of anyone who is disqualified from driving, or who has not held a driving licence, or who by law is prevented from holding or getting a driving licence.
 - Being driven in a way not covered by the driver's licence (such as a learner driving without anyone else in the vehicle).
 - Being used outside the **territorial limits**.
 - Being used in restricted areas of airports or airfields (**we** will not pay any claim involving aircraft within the boundary of the airport or airfield).
 - Being driven in an unsafe, unroadworthy or damaged condition or without a valid MOT or Single Vehicle Approval certificate when one is needed. (The Single Vehicle Approval Scheme involves inspecting cars and light-goods vehicles, before registration, which have not been designed or built to British or European safety and environmental standards).
 - Being driven with a load or a number of passengers which makes it unsafe to drive, or which is heavier or greater than the manufacturer's recommendations.
 - Carrying an insecure load (such as a heavy load that is not properly tied down).
 - Towing a trailer which is unsafe or has an insecure load.
 - Being used for a purpose that it is not insured for (As long as **you** do not make a profit, **your** employer can pay an allowance for the number of miles **you** drive, or a passenger can contribute towards the cost of fuel).
 - Being used in any form of competition, rally, trial, track day, performance test, timed lap, race or speed trial whether or not **your** vehicle is on private property, a public road, a private racetrack or a derestricted toll road. (Derestricted toll roads are roads the public can pay to have access to and where speed restrictions are temporarily or permanently suspended).
- 2) Any result of war, revolution or any other similar event. Any loss or damage caused by any government, public or local authority legally taking or damaging **your** property.
- 3) Any claim caused by:
 - An earthquake; or
 - A riot in Northern Ireland or outside England, Scotland, Wales, the Isle of Man and the Channel Islands.
- 4) Any liability **you** have accepted by agreement or contract, unless that liability would have existed without the agreement.
- 5) Any claim made when you are using the **driving other cars benefit** from an insurance policy other than the **motor insurance policy** that this **FlexDrive policy** was taken out in conjunction with.
- 6) Any claim caused directly or indirectly by:
 - Ionising radiation, or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from burning nuclear fuel; or
 - The radioactive, toxic, explosive or other dangerous properties of any explosive nuclear material or any part of it.
- 7) Any claim where the claim is caused by pressure waves from aircraft or flying objects.
- 8) Any claim where the claim is caused by pollution or contamination, however caused, other than cover needed by the Road Traffic Acts or any other laws which apply to motor insurance.
- 9) Any claim where the claim is caused directly or indirectly by terrorism or any similar event.
- 10) Any claim where the incident that causes the claim results in the person in charge of **the insured vehicle** being convicted of an offence involving drink or drugs (other than prescribed drugs taken under medical supervision or to treat drug addiction), or an equivalent offence under the laws of other countries where this insurance provides cover.
- 11) Any damage that **you** cause to a **third party** or **third party's** property.
- 12) Any personal belongings in **the insured vehicle** if they are stolen or damaged.
- 13) **You** are not entitled to a courtesy vehicle while **the insured vehicle** is being repaired, or if **the insured vehicle** has been lost or stolen

Making a Claim

If **you** need to tell us about an incident involving damage to or loss of **the insured vehicle**, please phone us immediately on **0344 381 4599**.

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

If **you** ask us to repair **the insured vehicle**, **we** will do this if the damage is covered by the policy and one of our approved assessors has inspected the damage.

You will need to provide evidence of **your driving other cars benefit** from **your motor insurer**.

Please quote **your** policy number when **you** call.

What to do if you have an accident.

The following is a list of what **you** should and should not do if **you** have to make a claim.

- A. Do not drive away. **You** must stop if any person has been hurt, or if any vehicle or property has been damaged.
- B. Ask for the names and addresses of any other drivers or pedestrians involved. If there is another driver involved, ask for the name of his or her insurer and for their insurance policy or certificate number.
- C. If the accident damaged another vehicle or property, **you** must give **your** name, address and vehicle registration number and show **your** insurance certificate to anyone who needs it. If anyone other than **you** is injured, **you** must show **your certificate of insurance** and **policy schedule** to the police.
- D. Write down the names and addresses of any witnesses.
- E. Draw a diagram of the scene. Show as much detail as possible, including:
 - The position of all the vehicles before and after the accident;
 - The speeds and distances;
 - Road names and layout;
 - Where witnesses were standing;
 - Any obstructions to **your** or other road users' view; and
 - Anything that could be relevant to the accident (such as weather conditions).
- F. Do not admit **you** were at fault in any way or offer to make a payment. If any other person does this, remember to report it to us.
- G. **You** must report all accidents to **us** immediately. **You** can phone if necessary. **You** must also send **us** a report form. **You** need to answer all the questions on the form, then sign and date it and return it to **us**.
- H. If **you** receive any writ, summons or correspondence from anyone else or their representative, send it to **us** immediately. **You** must tell **us** immediately about any prosecution, coroner's inquest or fatal accident enquiry involving **you**.

Customer Care

About our service

We, Qudos Insurance A/S, are licensed to provide general insurance by the Danish FSA. **Our** UK business is also regulated by the Financial Conduct Authority.

We want to provide **you** with a high-quality service at all times. If **you** want to make a complaint about **your** insurance, or **us**, please contact the **insurance adviser** who arranged the insurance for **you**.

If **you** are still not satisfied after contacting **your insurance adviser**, **you** should write to the Customer Services Co-ordinator at:

Qudos Insurance A/S
Kongevejen 371
DK-2840 Holte
Denmark
Telephone: 0045 3126 5550

When **you** do this, please quote **your** insurance document number as it will help **us** deal with **your** complaint quickly.

If **your** complaint is about the way **your** insurance cover is managed, or about the actual policy **you** should contact:

The Financial Ombudsman Service
Customer Contact Division
South Quay Plaza II
183 Marsh Wall
London
E14 9SR

Phone: 0800 023 4567

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

Whilst **we** are bound by the decision of the FOS, **you** are not. Following the complaints procedure does not affect **your** right to take legal action.

Financial Services Compensation Scheme (FSCS)

Qudos Insurance A/S is covered under the Forsikrings Garantifond and this is **your** first point of claim for the provision of financial compensation in the event of any financial failure of the Insurer. Cover also exists under the Financial Services Compensation Scheme in the UK. This provides compensation in case any of its members are unable, in specified circumstances, to meet any valid claims under their policies. Under this scheme 90% of the total claim will be met (100% if the insurance is legally compulsory). Compensation is only available to commercial customers in limited circumstances. Further information can be obtained from the Insurer, or from the Financial Services Compensation Scheme at the following address: Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU. Tel: 0800 678 1100 or 0207 741 4100

We are authorised and regulated by the Danish Financial Services Authority to carry on **our** general insurance business in the UK. Qudos Insurance A/S is registered in Denmark – registration number 53112. Registered office: Qudos Insurance A/S, Kongevejen 371, DK-2840 Holte, Denmark.