



My policy...



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Private car policy summary

This policy summary contains important information. It does not contain the full terms and conditions of your **1ST CENTRAL** policy, which you can find in the policy wording that follows.

The policy is arranged by First Central Insurance Management Ltd on behalf of the insurer (or insurers) named on your Certificate of Insurance. (However, the Key Assist and Legal Expenses benefits are insured by Evolution Insurance Company Ltd.) This is a yearly policy, which we may automatically renew at the end of each policy year unless you tell us otherwise. To make a claim, call **0333 043 2011**.

Contracts

This insurance policy document is a legally binding contract. It explains the products on offer, the terms and conditions, and any fees which apply. This does not affect the rights you normally have by law. We will hold all money as an agent of the insurer. We will not pay interest to you from the account used. You can find more details in the policy wording that follows.

Conditions relating to your insurance

- All the information that you provided is shown in the Statement of Fact and must be true and complete as it forms the basis of the insurance contract.
- You must do all you can to protect your car from loss or damage and make sure it is legally roadworthy.
- You must make sure that you check your Schedule for any other endorsements which may restrict cover beyond the exclusions shown below.
- If you fail to keep to any conditions, the insurers may reject your claim. If you fail to pay any instalments when due, we may cancel the policy.

Cancellation within 14 days

From the start of your policy, you have a 14-day period to change your mind. Your insurer will return any premium paid (including your deposit), less:

- a charge for the number of days for which the insurers have provided cover; and
- any fees which may apply as shown in the Important customer information section.

Your insurer will not refund any credit-finance charges. Your insurer will not refund any premium if you have made a claim or have been involved in an incident which might give rise to a claim under the policy. For details of cancelling the policy after the 14 days has passed, please see the General conditions section.

Features, benefits and exclusions

✓ Applies

✗ Does not apply

Comp: Comprehensive

TPFT: Third party, fire and theft

	Features and benefits (what is covered)	Significant or unusual exclusions or limits
Section 1 – Accidental damage ✓ Comp ✗ TPFT	<ul style="list-style-type: none"> Replacement or repair if your car, spare parts or accessories are lost, stolen or damaged. New car replacement if, within 12 months of buying it from new, your car is considered by the insurers as a total loss. 	<ul style="list-style-type: none"> Loss of value after repair, and loss through deception or fraud (page 15). Loss if ignition keys are left in or on the car while unattended or the car is not secured (page 15). Loss or damage caused by a member of the family or household of a permitted driver taking the car without your permission (page 15).
Section 2 – Fire and theft ✓ Comp ✓ TPFT	<ul style="list-style-type: none"> Replacement or repair if your car, spare parts or accessories suffer loss or damage by fire, lightning, explosion, theft or attempted theft. New car replacement if, within 12 months of buying it from new, your car is stolen and not recovered. 	<ul style="list-style-type: none"> New car replacement will only be if the car is not leased or on contract hire (page 14) New car replacement depends on a suitable replacement car being available in the UK (page 15). The excess shown on your Schedule. Loss of or damage to the car if it is not covered by a valid Department of Transport test certificate (MOT), if one is needed by law.
Section 3 – Windscreen ✓ Comp ✗ TPFT	<ul style="list-style-type: none"> Replacement or repair of windscreens and windows (including scratching of paintwork caused by broken glass). No effect on your no-claims discount. 	<ul style="list-style-type: none"> Windscreens or windows not made of glass (page 16). Any hood if your car is a cabriolet or convertible (page 16). Any amount over £150 unless the insurers' approved glass supplier is used (page 16). The excess shown on your Schedule if your windscreen needs repairing or replacing (page 16). Claims for multiple breakages of glass will be limited to one piece of glass only under this section of cover (page 16).
Section 4 – Liability to others ✓ Comp ✓ TPFT	<ul style="list-style-type: none"> Cover for amounts you are legally responsible for if someone else is injured or killed, or their property damaged, resulting from an accident in your car. However, the following limits will apply. <ul style="list-style-type: none"> Death or injury – unlimited Property damage – up to £20,000,000 Legal fees and expenses (with insurer's written permission) – up to £5,000,000 Driving other cars (DOC) cover for the policyholder (comprehensive policies only) 	<ul style="list-style-type: none"> Driving other cars (DOC) cover only applies for comprehensive policies if it is shown on the Certificate of Motor Insurance, and is restricted to the policyholder who must be 25 or over at the start or renewal of the policy. This cover also applies as long as the private motor car is registered, driven and insured elsewhere within the UK. This cover is limited to third party liability only (page 18). If you or anyone named on the Certificate of Motor Insurance is convicted of driving while under the influence of alcohol or drugs, the most the insurer will pay will be the cover required under the Road Traffic Act. The insurer may recover from you any amount that they have to pay (page 18).
Section 5 – No-claims discount ✓ Comp ✓ TPFT	<ul style="list-style-type: none"> No-claims discount can be earned for each year of driving without making a claim under the policy. No-claims discount protection is available. This will keep your no-claims discount intact no matter how many claims you make under the policy. 	<ul style="list-style-type: none"> The no-claims discount protection will not prevent your premium from increasing at renewal. However, the premium calculation will include the no-claims discount you are entitled to (page 19).
Section 6 – Travelling abroad ✓ Comp ✓ TPFT	<ul style="list-style-type: none"> Cover is extended for 90 days in any one period of insurance within any member country of the European Union and Croatia, Iceland, Norway, Switzerland, Liechtenstein and Andorra. You can also buy cover for longer than the 90 days. 	<ul style="list-style-type: none"> Contact us on 0333 043 2066 if you would like to upgrade from minimum cover (page 20). If you do not tell us about any period beyond 90 days in a row, cover is reduced to the minimum cover in law.
Section 7 – Extra	<ul style="list-style-type: none"> Personal accident – up to £5,000 if an accident in your car results in your death, permanent loss of sight, or total loss of one or more limbs. 	<ul style="list-style-type: none"> Personal accident – cover not provided if you are over the age of 80 at the time of the accident (page 21). Personal belongings, medical expenses and hotel

benefits  Comp  TPFT	<ul style="list-style-type: none"> Personal belongings in or on your car – up to £250 cover for loss or damage caused by accident, fire or theft. Medical expenses – up to £100 for each person injured in your car if it is involved in an accident. Courtesy car – if your vehicle is being repaired by one of the insurers' approved repairers. Up to £100 for any necessary overnight accommodation if you cannot continue your journey after an accident or loss. 	<p>expenses – cover is provided only if there is no cover in force under any other policy (page 21).</p> <ul style="list-style-type: none"> Courtesy car – this is not guaranteed to be the same size or model as your own car and depends on what is available (page 22).
Section 8 – Key Assist  Comp  TPFT	<ul style="list-style-type: none"> Up to £1,500 cover each year. No effect on your no-claims discount. Replacement locks, keys and locksmiths charges covered. No excess to pay. Up to 3 days' car hire when stranded due to loss or theft of keys. 	<ul style="list-style-type: none"> Any amount over the cover limit in the same period of insurance (page 23). An insured event not reported to us within 30 days (page 23). Vehicle hire charges if the hired vehicle has an engine size over 1600cc engine size and charges over £40 per day (page 23). Any claim made within the first 14 days of the start of the policy (page 23).
Section 9 – Legal Expenses and Breakdown Cover  Comp  TPFT	<ul style="list-style-type: none"> Cover of up to £100,000 to help reclaim your insurance excess and other uninsured losses in the event of a non-fault claim where there is a reasonable chance of success. Includes Damage to your car or to any personal belongings in or on your car, death or bodily injury to an insured person whilst travelling in, or getting into or out of your car, and any other uninsured losses you suffer Callout and assistance charges paid by the insurer for repair or assistance in a breakdown Assistance with transportation to a chosen destination within 10 miles of breakdown spot if repair not possible 	<ul style="list-style-type: none"> Claims where there is not a reasonable chance of success (page 27) If the other driver cannot be traced or identified, or is not insured (page 27) If you appoint a solicitor without first obtaining our agreement (page 27) If you incur costs before we agree to appoint a representative for you (page 27) Breakdown must occur in the UK and outside one mile radius of the home address Transportation for up to 7 passengers is provided to a destination within 10 miles
Section 10 – General exceptions  Comp  TPFT	<ul style="list-style-type: none"> If parts that need replacing are no longer available in the UK, the most the insurer will pay is the cost shown in the manufacturer's latest price guide plus an amount for fitting. The insurers will not pay extra costs as a result of parts or replacements not being available in the UK (page 14). All excesses as shown in your Schedule (page 15). Track days and off-road events (page 37). Seized, clamped or recovered vehicles where legally taken by a government, public or local authorities (page 37). 	
Section 11 – General conditions  Comp  TPFT	<ul style="list-style-type: none"> If you or anyone acting for you deliberately misrepresents or fails to reveal facts asked on behalf of the insurer that would affect either the terms and conditions or the decision to provide insurance, we may make your policy void (treat it as if it never existed). We may also make any other policies you have with us void. We will aim to recover any costs we have paid or have an obligation to pay, including claims costs, and will not return any premium you have already paid (page 41). If you or anyone acting for you misrepresents or carelessly fails to reveal facts asked on behalf of the insurer that would affect either the terms and conditions or the decision to provide insurance, we may charge you an extra premium or cancel your policy. We may also aim to recover any costs we have had to pay, including claims costs (page 41). The insurer will not pay a claim that is in any way fraudulent, false, or exaggerated or if you or anyone acting for you makes a claim in a fraudulent or false way. In these cases, we may cancel your policy or declare it void and any other 1ST CENTRAL policies that you may have. We may also recover any costs we have had to pay, including claims costs and will not return any premium you have already paid (page 41). 	

Complaints

If you want to make a complaint, you can contact us:

by email customerrelations@1stcentral.co.uk

in writing First Central Insurance Management Ltd, Central House, 25-27 Perry Mount Road, Haywards Heath, West Sussex, RH16 3TP.

by phone 0333 043 2077.

If we cannot settle your complaint, you may be able to refer it to the Financial Ombudsman Service.

Compensation scheme

Your insurers are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if they cannot pay what they owe under the policy. You can find out more about the Financial Services Compensation Scheme by visiting www.fscs.org.uk.



Private car policy wording

Your car insurance contract

Thank you for choosing **1ST CENTRAL** for your car insurance. We are delighted to welcome you as a valued customer.

This is your policy wording. Please read it together with your Schedule, Certificate of Motor Insurance, Statement of Fact and endorsements, as together these documents form the contract between you and the insurer. This contract is based on the information you provided when you applied for this insurance, which is shown on the Statement of Fact that you have declared to be correct. **Please take time to check the information shown. If any of this information is incorrect, please call the Customer Services team immediately on 0333 043 2066. You can also call this number if you have any questions about your policy.**

You will also find information about changes which may affect your policy and how you must tell us straight away about any changes you make (page 11) as well as how to tell us about any claim (page 8).

If your policy does not meet your needs, please return all documents, including the Certificate of Motor Insurance, within 14 days, to First Central Insurance Management Ltd at Central House, 25-27 Perrymount Road, Haywards Heath, West Sussex, RH16 3TP. As long as you have not made a claim and you have not been involved in an incident that might give rise to a claim under the policy, your insurer will refund the premium paid less a charge for the number of days covered by the policy. We can take off set-up and cancellation fees as shown in the important customer information section.

This is a legally-binding contract of insurance between you (the policyholder) and the insurer (as shown on your current Certificate of Motor Insurance) and the insurers shown in Section 8 Key Assist and Section 9 Legal Expenses and Breakdown Cover. The parties to this contract are you and the insurers. Your insurers have agreed to provide cover for you (under the terms, conditions, limits and exclusions in this document and within the geographical limits (defined in section 6)) against your liability (legal responsibility) for loss, destruction, accidental injury, or damage that may happen during any period of insurance in connection with your car.

Unless otherwise stated in this policy, nothing in this contract will create any rights to anyone else under the Contracts (Rights of Third Parties) Act 1999 and no change to this contract, nor any extra agreement, will create these rights unless we say so in the policy. This does not affect any right or remedy of someone else that they may have aside from this act. If there is more than one insurer providing this insurance, they are each acting alone and not jointly. If one of the insurers does not for any reason meet all or part of their responsibilities under the policy, the other insurers will have no responsibility for those obligations.

So that this document may be signed and issued as evidence of the contract of insurance, the insurer has entered into an agreement with us to allow our Chief Executive Officer the right to sign and issue this document.

Andy James, CEO

First Central Insurance Management Ltd, Central House, 25-27 Perrymount Road, Haywards Heath, West Sussex, RH16 3TP.

Registered in England and Wales (number: 6489797). Authorised and regulated by the Financial Conduct Authority (firm reference number: 483296).

The insurance contract will be governed by English Law unless you have agreed otherwise with your insurer. The insurance contract is written in English and any associated communications will be in English.



Definition of terms

The following words or phrases have the same meaning wherever they appear in this policy. Please note, unless specified otherwise, words denoting singular may also include plural, and vice versa.

1ST CENTRAL

Brand name used by **First Central Insurance Management Ltd.**

Certificate of Motor Insurance

The **Certificate of Motor Insurance** provides evidence that **you** have taken out the insurance that **you** must have by law. It shows who may drive **your car** and what it may be used for.

Endorsement

An **endorsement** is a clause that alters **your** cover. Any **endorsement** that applies is shown on **your Schedule**.

Excess

The amount of any **claim you** will have to pay if **your car** is lost, stolen or damaged. When **you** set up your **policy** you may also choose to add a voluntary **excess**, and this amount is set by you. All **excesses** that apply are shown on **your Schedule**. If you need to make a claim, you are responsible for paying all **excesses** applying to the **policy**, even if the incident is not **your** fault.

Fire

Fire, self-ignition, lightning and explosion.

Insurer

For all parts of this **policy**, apart from Section 8 Key Assist and Section 9 Legal Expenses and Breakdown Cover, the **insurer** is defined as the insurance company (or companies) which cover **you** and whose name is shown on your Certificate of Motor Insurance. Under Section 8 Key Assist and Section 9 Legal Expenses and Breakdown Cover, other definitions apply (as shown in section 8 and 9 respectively).

Key

Any key, device or code used to secure, gain access to, and allow **your car** to be started or driven.

Malicious damage

Damage that is a result of a deliberate act, including vandalism.

Market value

The cost of replacing **your car** with one of a similar make, model, age, mileage and condition based on market prices at the time of the accident or loss. This may not be the same price **you** originally paid for **your car** or the value **you** declared on the **Statement of Fact**.

Partner

Your husband, wife, civil partner or someone you are living with at the same address as if you were married to them.

Period of insurance

The length of time covered by this **policy**. This is usually a one-year period from either the start of **your** insurance **policy** or the date we renew it.

Policy

This document, the **Schedule**, **Statement of Fact** and **Certificate of Motor Insurance** and **endorsements**.

Private motor car

A **private motor car** made to carry up to eight passengers which is designed only for private use and has not been built or adapted to carry goods or loads. This also includes motor cars that have been professionally adapted or converted to carry a disabled driver or disabled passengers.

Schedule

The document that confirms details of **you**, **your car** and the insurance protection provided by the **insurer** to **you** or anyone covered by this **policy** to drive **your car**.

SORN

Statutory Off Road Notification. Notice given to the DVLA or DVLNI that **you** don't use or keep **your car** on a public road (for example, you keep it in a garage, on a drive or on private land and do not drive it).

Statement of Fact

The document containing the statements made by **you**, the information provided by **you** and declared as correct when **you** applied for, renewed or adjusted your cover.

Terms

All **terms**, exceptions, conditions and limits which apply to the **policy**.

Terrorism

Using or threatening force or violence to try to influence the government or any organisation, or to intimidate the public, or section of the public for a political, religious, racial or ideological reason. It can involve:

- serious violence against a person or people;
- serious damage to any form of property;
- a threat to a person's life;
- a serious risk to the health and safety of the public; or serious interference with or disruption to an electronic system; and
- using firearms, explosives, biological, chemical, nuclear or other weapons or actions designed to cause mass destruction or damage.

Theft

Any **theft** or attempted **theft** that **you** have reported to the police and which you have a crime reference number for.

Total loss

When the insurer considers the car to be beyond economic repair.

Unpaid premium

Any part of **your** premium that **you** have not paid to **us** including any unpaid instalments.

We, our, us

For all parts of this **policy**, this is **First Central Insurance Management Ltd** acting on behalf of the **insurer** named in the **Certificate of Motor Insurance**. Under Section 8 Key Assist and Section 9 Legal Expenses and Breakdown Cover, there are separate definitions of **insurers** which apply.

You, your

For all parts of this **policy** apart from Section 8 Key Assist and Section 9 Legal Expenses and Breakdown Cover, **you and your** is defined as the person named as the policyholder in the **Schedule**. Under Section 8 Key Assist and Section 9 Legal Expenses and Breakdown Cover, other definitions apply (as shown in Section 8 and Section 9 respectively).

Your car

Any **private motor car** stated on **your** current **Certificate of Motor Insurance** and **Schedule**, including a courtesy car provided by one of the approved repairers under this insurance.



What to do if you have an accident



24-hour claims helpline number: 0333 043 2011 (or +44 (0) 333 043 2011 from overseas)

If **you**, or **your car**, are involved in any type of accident or loss, you must tell **us** within 48 hours of the incident by phoning the number above. **You** must do this whether or not **you** are at fault and even if **you** do not plan to claim. Our team will help you to arrange fast and efficient repairs (if **your** cover is appropriate) through the **insurer's** extensive approved repairer network. Using the **insurers'** approved repairer network has several benefits.

- **You** will not need to get estimates.
- **You** will be given a courtesy car, free of charge, while **your car** is repaired. (This depends on what is available, and the insurer cannot guarantee that this will be the same size or model as **your car**.)
- The bill will be settled directly with them. **You** only need to pay the excess and any other amount that **you** will have been told about.
- **You** can arrange for **your car** to be collected from **your** home or place of work and they will also deliver it back.
- The **insurer's** approved repairer's work is guaranteed for five years.
- **Your car** will be washed and cleaned before being returned to **you**.

If you choose not to use the insurer's approved repairer network, this may lead to delays in arranging repairs to **your** vehicle. You will also have to pay an extra excess as well as any other excesses under this policy. **We** will not guarantee the repairs and **we** will not provide a courtesy car.

The **insurer** may move **your car** to safe and free storage. You should remove any personal possessions from the car as soon as you are able.

Strict timescales have been set for dealing with claims, in particular those involving bodily injury. A delay may affect **your insurer's** ability to provide the best defence on your behalf. This kind of delay can result in high costs for **your insurer** which may go against **your** driving record or, in extreme cases, may result in **your** cover being refused.

Please remember

- When reporting a claim, please have **your policy** number ready (it is shown on **your Schedule** and **Certificate of Motor Insurance**).
- **We** may monitor or record calls, emails, text messages or other communications in line with UK law (for example, but not limited to, for business purposes such as quality control and training).

As long as they are named on the **policy**, **we will** deal with **your husband, wife or partner** who may call **us** on **your** behalf. If **you** would like someone else to deal with **your policy** on **your** behalf on a regular basis, please let **us** know. In some exceptional cases **we** may also deal with other people who call on **your** behalf, with **your** permission. If at any time **you** would prefer **us** to deal only with **you**, please let **us** know.

Windscreen claims



24-hour windscreen claims helpline number: 0333 043 2012

Call the windscreen helpline within 48 hours of discovering the damage to organise a repair or to replace **your** windscreen or other windows in **your car**.

Key Assist or Legal Expenses claims



24-hour claims helpline number: 0333 043 2011

Important customer information

Demands and needs

This product meets the demands and needs of those who want to make sure that, if they are involved in a motor accident, claims against them by anyone else for personal injury or damage to property during the **period of insurance** will be met. Cover may be extended to include **fire, theft** and accidental damage to the insured vehicle.

Products offered by 1ST CENTRAL

Products are only offered to you from:

- the insurer named on your **certificate of insurance** (you can ask **us** for the name of your insurer);
- Evolution Insurance Company Ltd for motor legal expenses insurance and Key assist cover;
- Call Assist Ltd on behalf of AmTrust International Underwriters Ltd for breakdown insurance;
- Zenith Insurance plc for personal-accident cover and hire-car cover; and
- AmTrust International Underwriters Limited for excess protection cover.

Fees

Arrangement fees

To set up your policy (non-refundable)	£50
To renew your policy (non-refundable)	£50

Cancellation fees

Cancellation before the policy start date	No Fee	
For failure to provide the documents when asked, for example, proof of a declared no-claims discount or driving licence	£75	
For not giving us relevant information (non-disclosure) or misrepresentation	£75	
For any other reason	Within 14 days of the policy start date: £0	More than 14 days after the policy start date: £50

Amendment fees

Resulting from accepting an incorrect no-claims discount	£50
Resulting from accepting incorrect information or not receiving relevant information	£50
For any other reason	£30

Other fees

Direct debit amendments and failed payments	£30
Changing your Direct Debit preferred payment date	£10

What service does 1ST CENTRAL provide?

You will not receive advice or a recommendation from 1ST CENTRAL for car insurance and optional extras. Some questions may be asked to narrow down the selection of products. You will then need to make your own choice about how to go ahead.

Automatic renewal

We may automatically renew **your** insurance contract at the end of **your** 12-month **period of insurance** by using the personal and payment details **you** originally supplied or have since updated. **We** will contact **you** before **your** renewal date to give **you** information about the insurance contract so that **you** can make an informed decision about **your policy** and let us know if **you** do not want to renew. Whether or not **you** receive a renewal reminder, it is still **your** responsibility to make sure **your** insurance is valid and in force. If **you** pay by instalments and have received a default notice in **your policy** term, **we** may not be able to offer the monthly payment option when **you** are due to renew. If **we** cannot collect **your** first monthly payment when **your policy** has renewed, **we** will assume **you'd** prefer to not continue **your** insurance and **we** will cancel **your policy** from **your** renewal date.

Supporting documents

We may ask to see a copy of **your** driving licence and proof of your no-claims discount. If you fail to provide these when **we** ask, **we** may cancel **your policy**.

Electronic documents

Your policy documents and **Certificate of Motor Insurance** are available online, and only in limited circumstances will **we** write to **you** by post. Because of this, you must give **us** a valid email address.

Giving us all the facts

When asked, if **you** do not reveal all relevant facts **your** insurance may not be valid and will not protect you if you need to make a claim. In particular, **you** should tell **us** about any incidents (whether **your** fault or not, and whether **you** claimed or not). It is an offence to make false statements or withhold information to get motor insurance. The **insurers** may charge the correct premium, cancel **your policy** or make it void from the start date (inception) if **you** misrepresent or deliberately fail to reveal facts that would affect either the terms and conditions of the **policy** or the decision to provide insurance. In this case, the insurer may aim to recover any costs they have had to pay and may not return any premium **you** have paid.

Motor Insurance Database

Information relating to **your** insurance **policy** will be added to the Motor Insurance Database (MID) managed by the Motor Insurers' Bureau (MIB). MID and the data stored on it may be used by certain government and other organisations including the police, the DVLA, the DVLNI, the Insurance Fraud Bureau and other organisations allowed by law for purposes including:

- I. electronic licensing
- II. continuous insurance enforcement
- III. law enforcement (prevention, detection and catching or prosecuting offenders)
- IV. providing government services 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), the **insurer**, the MIB or someone making a claim (including their appointed representatives) may search the MID to get relevant information.

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** may check your correct registration number details are shown on the MID at www.askmid.com. Insurers have up to seven days to give the MID your details. Please contact **us** immediately if **you** find your registration number does not appear correctly.

Who can drive your car?

Only the individuals listed on the **Certificate of Motor Insurance** may drive **your car**. If **you** would like to add, change or remove any drivers, please contact **us** on **0333 043 2066**.

Increasing your policy cover



0333 043 2066

We offer a range of options which allow **you** to extend **your** cover. Please contact **us** if **you** would like details of the cover available.

Keeping your policy up to date



0333 043 2066

Changes which may affect your cover

As some changes will affect **your** cover, **you** should tell **us** immediately about any change to the details **you** have previously declared on **your Statement of Fact**, for example:

- a change of **car**;
- if you sell or get rid of **your car**;
- what you use **your car** for;
- where **your car** is kept;
- if you are taking **your car** abroad;
- a modification to **your car** which improves its performance, handling or value or increases the chances of it being stolen or someone breaking into it to steal what is inside;
- if **you** or anyone covered by this **policy** change jobs, move or change your name;
- if **you** or anyone covered by this **policy** no longer live in the UK.
- if **you** or anyone covered by this policy has been disqualified from driving or has had their licence revoked or the status of the driving licence has changed, for example, if **you** or any driver has passed their driving test; or
- if **you** or anyone covered by this **policy** has an accident or claims under another motor insurance policy.

If the insurer accepts a change to your policy, you may have to pay an administration fee and an extra premium. Or, you may be due a refund of your premium. You can find details of fees in the important customer information section of this document.

For us to make any changes to the policy all payments must be up-to-date and you must not owe us any money under any part of the policy.



Section 1 – Accidental damage

✓ What is covered

If shown on **your Schedule**, the **insurer** will cover **you** under this section for accidental damage or **malicious damage** to **your car**, its accessories and spare parts while in or on **your car**.

The **insurer** will also cover **your** navigational equipment, radio and any other audio and visual equipment which is permanently fitted to **your car**, up to £1,000 or 15% of the value of **your car**, whichever is less.

The **insurer** will cover loss or damage to the car while it is with a member of the motor trade for servicing or repair.



Section 2 – Fire and theft

✓ What is covered

The **insurer** will cover **you** under this section for loss or damage to **your car**, its accessories and spare parts while in or on **your car** caused by **fire**, lightning or explosion, **theft** or attempted **theft**.

The **insurer** will also cover loss or damage caused by **fire**, lightning or explosion, **theft** or attempted **theft** to **your** navigational equipment, radio and any other audio and visual equipment which is permanently fitted to **your car**, up to £1,000 or 15% of the value of **your car**, whichever is less.

The **insurer** will cover loss or damage to the car caused by **fire**, lightning or explosion, **theft** or attempted **theft** while it is with a member of the motor trade for servicing or repair.

Settling your claim – sections 1 and 2

The **insurer** will do one of the following.

- If **your car** is damaged, the **insurer** will repair the damage.
- Replace **your car** if it is a **total loss**
- Settle **your** claim by paying you money if your car is a **total loss**

The **insurer** will not pay more than the **market value** of **your car** at the time of the loss or damage, less the total **excesses** and any **unpaid premium**. If **your car** is considered to be a **total loss** and is under a hire-purchase or leasing agreement, the **insurer** will pay the claim money direct to the hire-purchase or leasing company. The balance, if any, will be paid to **you**.

The **insurer** may use parts which are not made by the manufacturer of your vehicle, but are of equivalent type and quality to the parts replaced. This may include recycled parts or parts made from recycled materials. If any parts that need replacing are no longer available in the UK, the most the **insurer** will pay is the cost shown in the manufacturer's latest price guide plus an amount for fitting. The **insurer** will not pay extra costs as a result of parts or replacements not being available in the UK.

New car replacement

If **your car** is less than one year old, the **insurer** will replace it with a new car of the same make and model if:

- **you** or **your partner** have been the first and only owner and registered keeper; and
- it is not leased or on contract hire; and
- it has suffered damage covered by this section; and

- the cost of repairing it will be more than 59% of the last UK list price (including taxes).

The **insurer** will only do this if a replacement car is available in the UK and anyone else who has an interest in **your car** agrees. If a suitable replacement car is not available, the **insurer** will settle the claim using one of the methods shown above.

X What is not covered under Sections 1 and 2

- The **excesses** shown on the **Schedule** for each section. All **excesses** (including voluntary **excesses**) are cumulative.
- The extra excess shown on your Schedule for claims if you do not use the insurer's approved repairer. All excesses are added together.
- Loss through deception or fraud.
- Loss of or damage to the car if it is not covered by a valid Department of Transport test certificate (MOT), if one is needed by law.
- Any damage to **your car** caused by it being driven after an accident.
- Any damage to the car caused deliberately by **you** or any person driving it with **your** permission.
- Any damage to **your car** as a result of racing formally or informally against another motorist, 'road rage' or any other deliberate act caused by **you** or any driver insured to drive **your car**.
- Loss of use of the car including hire costs or any other loss **you** suffer as a direct or indirect result of being unable to use the car, for example. loss of earnings.
- Wear and tear, loss in value, electronic, electrical, mechanical or computer breakdowns, breakages or failures.
- Damage to tyres caused by punctures, bursts, cuts, braking or normal use.
- Any reduction in value following repairs.
- Loss of or damage to the **car** caused by a member of **your** immediate family, or a person living in **your** home taking **your car** without permission unless **you** report the person to the Police for taking **your car** without **your** permission and assist the Police in prosecution. This includes, **your partner**, **your** boyfriend, girlfriend, **your** children (including step and foster children), and domestic staff in **your** employment or anyone who normally lives with **you**.
- Any government, public or local authority legally taking or destroying your car.
- Loss or damage caused by **theft** or attempted **theft** if the keys, keyless device or any other vehicle locking devices are left in or on **your car** while unattended, or left unattended with the engine running.
- Loss or damage caused by **theft** or attempted **theft** if the car is unattended without being properly secured, including windows, roof openings, removable roof panels or hood.
- Loss or damage in section 2 if any security device fitted and declared in the **Statement of Fact** is not set and in full working order or the network subscription or maintenance contract is not current.
- Replacing any audio or visual equipment if **your insurer** has paid **you** a cash amount to replace **your car**.
- Claims arising as a result of **your** failure to take reasonable steps to protect your **key**.
- Any payment over £1,000 or 15% of the value of **your car** (whichever is less) for loss or damage to **your** car phone, navigational equipment, radio and any other audio or visual equipment permanently fitted to **your car**.
- Loss or damage to navigational equipment, radio, and any other audio or visual equipment not permanently fitted to **your car**.

- Any modifications unless they are standard fittings or manufacturer's optional extras.
- If, following an accident, **you** or anyone named in the **Certificate of Motor Insurance** is convicted of driving while under the influence of alcohol or drugs, the **insurer** will not pay more than the cover needed under the Road Traffic Act and they can ask you to repay them this amount.



Section 3 – Windscreen cover



0333 043 2012

✓ What is covered

If shown on your **Schedule**, the **insurer** will repair the damage to restore the broken or damaged glass in **your car's** windscreen and windows and any scratching to the paintwork caused by the broken glass, as long as there has been no other loss or damage.

To make a claim, contact the **insurer's** windscreen helpline on **0333 043 2012**.

✗ What is not covered

- The **excess** shown in **your Schedule**
- Electrical or mechanical items associated with the window mechanisms.
- Repairing or replacing any windscreens or windows which are not made of glass.
- Damage to any hood if **your car** is a cabriolet or convertible.
- Any amount over £150, unless you use the approved glass supplier.
- Claims for damage to sunroofs, roof panels, lights or reflectors even if they are made of glass.
- We limit claims for multiple breakages of glass to one piece of glass only under this section of cover.



Section 4 – Liability to others

a) Your liability to others

✓ What is covered

4.1 The **insurer** will cover **you** if there is an accident involving **your car**, for all amounts **you** legally have to pay if someone else is injured or killed or their property is damaged.

Cover also applies to any accident involving injury or damage caused by a trailer, vehicle or caravan towed by **your car**.

4.2 If it is shown on **your Certificate of Motor Insurance**, and while you are driving any other car, the **insurer** will cover you for any accident involving that car, for all amounts **you** are legally responsible for if someone else is injured or killed or their property is damaged. You must meet the following conditions for this cover to apply.

- **You** have permission from the owner of the car before using it.
- **You** still have **your car**, and it has not been a **total loss** nor stolen.
- The other car is not owned by **you** and is covered by another insurance policy (and is not a rental car, or hired to you under a hire-purchase or leasing agreement).
- **You** are not named as a driver of the other car on any **Certificate of Motor Insurance**
- **You** are not using this cover to remove the car if it has been seized by, or on behalf of, any government or public authority.
- No greater level of cover is in force to cover **you** to drive the car under any other policy.

Cover also applies to any accident involving injury or damage caused by a trailer, vehicle or caravan towed by this **car**.

b) Liability cover for other people

✓ What is covered

The insurer will also provide cover under 4.1 above for:

- drivers named in the **Certificate of Motor Insurance** as insured to drive if **your car** has been involved in an accident as long as they have **your** permission, hold a valid driving licence, are driving in line with the terms and conditions of that licence and are not disqualified from driving;
- anyone getting into or out of **your car**;
- anyone **you** allow to use (but not drive) **your car** for social, domestic or pleasure purposes;
- the legal personal representative of anyone covered under this section if that person dies; or
- **your** or **your partner's** employer or business partner while **your car** is being used for business purposes, as long as **your Certificate of Motor Insurance** allows this use.

c) Legal costs

✓ What is covered

If the **insurer** agrees in writing beforehand, cover is provided for the following legal costs if they arise as a result of an incident covered by this **policy**.

- The reasonable legal fees of solicitors the **insurer** has approved to represent anyone insured under this **policy** at a coroner's inquest or fatal accident enquiry.

- The reasonable fees for legal services, which the **insurer** will arrange, for defending a charge of manslaughter or causing death by dangerous, careless or reckless driving if the prospect of success is more than 50 percent.

d) Emergency medical treatment

✓ What is covered

The **insurer** will pay for emergency treatment fees in line with the Road Traffic Act resulting from an accident covered by this **policy**.

If anyone insured by this section dies, the **insurer** will extend the cover they were entitled to so that it covers their personal representative.

✗ What is not covered

- Amounts over £20,000,000 for any claim or series of claims for loss of or damage to property including any indirect loss or damage caused by one event, plus any amount over £5,000,000 for all costs and expenses.
- Loss of or damage to any trailer, caravan, vehicle (or goods or items in them) towed by **your car**.
- Anyone who has other insurance covering the same liability.
- Death or injury to anyone while they are working with or for the driver of the car except as set out in the Road Traffic Act.
- Damage to any property owned by any driver insured by this **policy**, or for which they are responsible, if caused by any driver named in the **Certificate of Motor Insurance**
- Legal costs or expenses relating to charges connected with speeding, driving under the influence of alcohol or drugs, or for parking offences.
- If, following an accident, **you** or anyone named in the **Certificate of Motor Insurance** are convicted of driving while under the influence of alcohol or drugs, the **insurer** can recover any amount from **you** that they have to pay.
- Anyone who is not driving, but who makes a claim, if they knew the driver did not hold a valid driving licence.

£% Section 5 – No-claims discount

If you make a claim or one arises under this **policy**, we will **reduce your** no-claims discount at renewal in line with **our** scale shown here.

The effect of claims on your no-claims discount (NCD)

Number of years' NCD when you renew	NCD at next renewal without protection		NCD at next renewal with protection
	One claim where you are at fault in the next 12 months	Two or more fault claims in the next 12 months	One or more fault claims in the next 12 months
1 year	0	0	1 year
2 years	0	0	2 years
3 years	1 year	0	3 years
4 years	2 years	0	4 years
5 to 7 years	3 years	0	5 to 7 years
8 or more years	4 years	0	8 or more years (see below)

This is equal to the amount of NCD you have at the beginning of your policy.

- If **you** make two or more claims in any **period of insurance**, we will reduce **your** no-claims discount to zero years.
- The following will not reduce **your** no-claims discount.
 - Any payment made under section 3 – Windscreen cover.
 - Any payment for emergency treatment fees under section 4d – Emergency medical treatment.
 - Claims where **you** are not at fault, as long as the **insurer** has recovered all the money they have paid from those who are responsible.
 - Any payment made under section 8 – Key Assist

Protected no-claims discount

If **you** have bought our protected no-claims discount:

- the **insurer** will not reduce **your** no-claims discount if you make a claim or claims under the **policy**;
- the **insurer** will not cancel **your policy** as a result of the number of claims made under the **policy**; and
- **your** no-claims discount protection may end if **we** are told about a change in **your** circumstances that makes **you** ineligible or if the **policy** ends or is cancelled under General condition 10.7a or 10.7b.

Your no-claims discount protection does not protect **your** premium from increasing when you renew your policy. However, the **insurer's** calculation of your premium will include the no-claims discount **you** are entitled to.

Important

- If **you** make a claim during any **period of insurance**, **you** will not earn any no-claims discount entitlement for that insurance period.
- If **you** make a claim and we have already worked out **your** renewal premium, **we** can change or remove **your** no-claims discount entitlement and change **your** renewal premium.

Uninsured driver promise

If **you** have an accident with an uninsured driver and it was not **your** fault, we will not reduce **your** no-claims discount. However, **you** may temporarily lose **your** no-claims discount until we are satisfied that the accident was not **your** fault and the other driver was uninsured. We will then reinstate **your** no-claims discount depending on the following conditions.

- You give us the vehicle make and model and registration number of the other car that caused the damage.
- The name and address of the other driver.

Section 6 – Geographical limits and travelling abroad

Geographical limits

Your policy provides the cover, described in **your** current **Schedule** in Great Britain, Northern Ireland, the Isle of Man, Channel Islands and the Republic of Ireland and during travel between these places. For Key Assist, these geographical limits are extended to include any country in the European Union. For Legal Expenses, geographical limit is United Kingdom, Gibraltar, Guernsey and Northern Ireland. For Breakdown, geographical limit is United Kingdom.

Driving abroad

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

- any country which is a member of the European Union; and
- any country which the Commission of the Economic Community approves as meeting the requirements of Article 8(1) of the EC Directive 2009/103/EC, or as amended.

Countries include:

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

Extending full cover driving abroad

The geographical limits shown are automatically extended for a maximum of 90 days free of charge in any one **period of insurance**. During these times, **your policy** will provide the same level of cover as within Great Britain, Northern Ireland, the Isle of Man, Channel Islands and the Republic of Ireland within the following countries, including the journey between those countries by a recognised carrier

Please call **us** if **you** think **you** may exceed this limit. **We** may be able to arrange additional cover subject to our Underwriting criteria and a charge. Should **you** exceed the 90 days **we** will not provide cover under this policy and **we** will recover any costs **we** may incur from **you** or the person who is liable.

Countries

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

Conditions which apply to this extension

- If you are going to use **your car** for periods of more than 90 days, you must tell us beforehand and **your insurer** may decide to allow this if you pay an extra premium.
- **You** must live in the UK and the visit abroad must be temporary.
- Cover will apply to social, domestic and pleasure use only.
- You must tell us beforehand about visits to any country not listed above. If **your insurer accepts**, they will send you a green card and may charge an extra premium.

If you do not keep to these conditions, we may refuse your claim or the insurance may not be valid.

Customs duty

If **you** pay customs duty on **your car** in any of the countries listed above because of repairs covered under the **policy**, the **insurer** will meet these costs.

Section 7 – Extra benefits

The **insurer** will cover **you** under this section if shown on **your Schedule**.

7.1 Personal accident

✓ What is covered

The **insurer** will pay **you** or **your** legal representatives up to £5000 in one period of insurance if **you** are involved in an accident in **your car** and suffer injuries which within 90 days result in:

- your death;
- totally losing one or more limbs; or
- you permanently losing the sight in one or both eyes.

✗ What is not covered

- Any of the above benefits if **you** are over the age of 80 at the time of the accident.
- Any injury or death caused **by** suicide or attempted suicide.
- Any deliberate injury caused by **you** or any driver insured to drive **your car**.
- Any injury suffered while driving under the influence of alcohol or drugs.

7.2 Personal belongings

✓ What is covered

The **insurer** will pay for loss of, or damage to, personal belongings in or on **your car** caused by accidental damage, **fire** or **theft**. The most the **insurer** will pay is £250 for any one incident.

Christmas cover – the limit is increased to £500 for a **theft** that happens between 1 December and 5 January.

✗ What is not covered

- Money, credit or debit cards, stamps, premium bonds, documents, share certificates and other securities, tickets, and vouchers.
- Goods, tools or samples carried in connection with any business.
- Any items stolen from a convertible car unless they are secured in a locked luggage or glove compartment.
- Property insured under any other policy.
- **Theft** of property from the car if at any time:
 - the keys or other access locking devices are left in or on **your car** while it is unattended; or
 - the car is unattended without being properly secured, including windows, roof openings, removable roof panels or hood.

7.3 Medical expenses

The **insurer** will pay medical expenses up to £100 for each person injured in **your car** if it is involved in an accident, as long as there is no other cover in force under any other policy.

7.4 Courtesy car

✓ What is covered

If following an accident or after sustaining **fire or theft** damage **your car** is being repaired by an approved repairer, we will provide you with an alternative car for the duration of repair. If the alternative car supplied is a courtesy car, it will be insured under this **policy** on the same terms and conditions as **your car**. A courtesy car is typically a small vehicle.

✗ What is not covered

- A courtesy car will not be provided if **your car** has been stolen, is a total loss, falls under our new car replacement scheme or if you choose a repairer not on the **insurer's** approval panel.
- The **insurer** cannot guarantee a courtesy car if you own a car originally produced for sale outside the European Union.
- The **insurer** cannot guarantee a courtesy car adapted for someone with special needs or a disability.

7.5 Child car-seat cover

If **your car** is involved in an accident, damaged by fire, theft, or stolen and not recovered, the **insurer** will also cover the cost of replacing children's car seats and booster seats up to £150 per seat (even if there is no apparent damage), as long as **you** can provide reasonable proof of buying the seat.

7.6 Hotel expenses

The **insurer** will pay hotel expenses up to £200 for any necessary overnight accommodation if you cannot continue your journey after an accident or loss covered by this policy. The most we will pay for any one event is £200.



Section 8 – Key Assist

Key Assist is included with **your car** insurance **policy** to give **you** extra protection against expensive costs if **your** keys are lost or stolen. It provides **you** with up to £1,500 cover that can be used for locksmith charges, the cost of new locks or car-hire charges.

If **you** need to claim under **your** Key Assist cover, please call our Claims Department to register **your** claim. It will not affect **your** no-claims discount.



0333 043 2011

Definition of terms for Key Assist

Key Assist is an insurance contract between **you** and the **insurer** under the terms, conditions, claims procedure, **cover limit** and exclusions contained in section 8, for an **insured event** which takes place within the **geographical limits** and during the **period of insurance**, for which **you** have paid or agreed to pay the premium.

Certain words have specific meanings in this section of **your policy** and they have been printed in bold to help **you** identify them. Where a word appears in bold and does not have a definition in this section, you can find it in the definition of terms section of the main policy. You can see the information on data protection in the main policy.

Call-out limit

There is no limit to the number of separate claims that **you** can make within the **period of insurance**, as long as the total amount paid in each **period of insurance** is not more than the **cover limit**.

Cover limit

The most the insurer will pay in each **period of insurance** is £1,500.

Geographical Limit

Great Britain, Northern Ireland, the Isle of Man, Channel Islands and any country in the European Union.

Insurer

Evolution Insurance Company Ltd is the insurance company that covers **you under** this section of the policy and is registered in Gibraltar, company number 88737, registered office 5/5 Crutchett's Ramp, Gibraltar, GX11 1AA. Evolution Insurance Company Ltd is authorised by the Gibraltar Financial Services Commission and is subject to limited regulation by the Financial Conduct Authority (FCA) and the Prudential Regulation Authority (PRA), firm reference number 227649. You can ask us for details about how the insurer is regulated by the FCA and PRA.

Insured event

The loss or theft of any insured key, or any insured key locked inside **your** home or vehicle during the **period of insurance**.

Insured key

Any keys that relate to the named vehicle (or vehicles) insured under the car insurance policy or which relate to the home of you or an immediate member of your family who normally lives there or any other key on the same key ring as the insured vehicle key.

Period of insurance

The **Key Assist** policy runs for the same period as the main policy. It does not last for more than a 12-month period.

You, your

The **policyholder** and any immediate member of your family living at the same address as the **policyholder** during the **period of insurance**.

✓ What is covered

If during the **period of insurance** and within the **geographical limits** an **insured key** is lost, stolen or locked inside **your** home or vehicle, **we** will:

- pay up to the **cover limit**, for locksmith charges, new locks (if a security risk has arisen), replacement keys (including any immobiliser, infra-red handset or alarm which is part of any **insured key** if it cannot be reprogrammed) and car hire; and
- provide an emergency helpline 24 hours a day, 365 days a year to help **you** make **your** claim.

✗ What is not covered

- Any amount over the total **cover limit** in one **period of insurance**.
- For **insured keys** that are lost, we will not pay for the first 24 hours after the loss was reported to **us** (unless **we** are satisfied that a delay would cause undue hardship or significant expense).
- Any claim made within the first 14 days after taking out this **policy**.
- **Insured keys** that are lost or stolen from someone other than **you** or locked inside someone else's vehicle or home.
- Any associated costs (other than the cost of replacing the **insured key**) if duplicate keys are available.
- The cost of more than three replacement keys per lock.
- Any **insured event** not reported to **us** within 30 days.
- Wear and tear of, general maintenance of, or damage to locks and keys.
- Replacement locks or keys of a higher standard or specification than those replaced.

- Vehicle hire charges where the hired vehicle has an engine capacity above 1600cc.
- Vehicle hire charges above £40 a day.
- Vehicle hire charges after the third day of hire.
- Charges or costs paid or agreed if **we** arrange for a locksmith or other tradesperson, agent or representative to come to a particular location and **you** fail to meet them there.
- Charges or costs paid or agreed if **you** make other arrangements with someone else once **we** have arranged for a locksmith or other tradesperson, agent or representative to go to a particular location.
- Onward transport, continuation of journey, accommodation or costs connected with the journey or accommodation.
- Loss of any property other than an **insured key** and its associated lock or ignition system, and any immobiliser, infra-red handset or alarm (or both) attached to the **insured key**.
- Loss caused by radiation, radioactive contamination or the dangerous properties of any explosive, corrosive, invasive or toxic substance or material.
- Loss caused by war, riot, revolution or any similar event or the actions of any government, or public or local authority.
- Any loss of earnings, profits or resulting loss which **you** suffer as a result of the loss or **theft** of an **insured key**.
- Claims arising from any deliberate or criminal act (or failure to act) by **you**.
- Loss or **theft** of an **insured key** which happens outside the **period of insurance**.
- Claims arising as a result of **your** failure to take reasonable steps to protect an **insured key**.
- Any loss of market value as a result of loss or **theft** of the **insured keys**.

Claims procedure and conditions

To make a claim, please call 0333 043 2011. **You** must report any claim to **us** as soon as reasonably possible and within 30 days of the **insured event**. **You** agree to supply all the relevant information or documents we need in preparing any claim under this **policy**. You must pay any costs involved in doing this.

If an **insured key** has been stolen, you must report it to the police immediately.

If any claim is in any way fraudulent, or if any fraudulent methods are used to gain a benefit by **you** or anybody acting on **your** behalf (including exaggerating the claim or sending us forged or falsified documents), **you** will not be entitled to any benefit under this **policy** and criminal proceedings may be taken against you.

When **you** make a claim, we will need evidence that you own the vehicle or premises to which the stolen or lost keys relate.

General conditions

The Key Assist cover described in this section will only apply if **you** have kept to all the terms and conditions, and have taken all reasonable steps to protect the **insured key** and have reduced the cost of any claim as far as possible.

Key Assist is automatically included within **your** private car insurance **policy** and can only be cancelled if the main **policy** is cancelled at the same time.

Complaints procedure

We realise there may be times when we do not meet your expectations and we want you to let us know immediately if you are unhappy with the service you have received. Please see page 37 for more information on our complaints procedure. We will pass your complaint to Evolution Insurance Company. If you are not satisfied with the way we have handled your complaint, you may refer your concerns direct to Evolution Insurance Company at Level 2, Ocean Village Centre, 23 Ocean Village Promenade, Gibraltar.

Section 9 – Legal Expenses and Breakdown Cover



Legal Expenses



0333 043 2011

9.1 Definition of terms for legal expenses

Certain words have specific meanings in this section of your policy and they have been printed in bold to help you identify them. Where a word appears in bold and does not have a definition in this section the definition can be found in the definition of terms section of the main policy.

Appointed representative

A consultant, solicitor or barrister or other appropriately qualified person appointed to act for you in accordance with the terms of this policy.

Claim

The pursuit of your legal rights under civil law and appeals against judgement following a road traffic accident involving your car.

Costs and expenses

These include:

- professional fees, expenses and costs reasonably incurred by the appointed representative and agreed by us; and
- legal costs which an insured person has been ordered to pay by a court or other body which we have agreed to or have authorised.

Geographical limit

United Kingdom, Gibraltar, Guernsey and Northern Ireland.

Insurer

Evolution Insurance Company Ltd. is the insurance company that covers you in respect of this policy and is registered in Gibraltar, Company Number 88737, registered office 5/5 Crutchett's Ramp, Gibraltar, GX11 1AA. Evolution Insurance Company Ltd is authorised by the Gibraltar Financial Services Commission and subject to limited regulation by the Financial Conduct Authority (FCA) and the Prudential Regulation Authority (PRA), Firm Reference Number 227649. Details about the extent of regulation by the FCA and PRA are available from us on request.

Legal advice line

Help line for seeking up to 30 minutes of legal advice from a lawyer on a personal legal matter. The time includes the lawyer obtaining the required information from you.

Personal line insurance

Personal insurance for non-commercial needs.

Policy period

The period of insurance cover not exceeding 12 months.

Reasonable chance

Prospects greater than 50%

Uninsured loss

A loss arising from a road traffic accident for damage to the vehicle, personal property in or on the vehicle, or any injury to **you** whilst **you** are in or on the vehicle, as long as the loss is not covered by any other insurance policy.

We, our, us

1ST CENTRAL is the brand name for First Central Insurance Management Ltd, who is acting on behalf of Evolution Insurance Company Ltd (the **Insurer**).

You/your/insured person

- The person named as the policyholder on **your** 1ST CENTRAL car insurance schedule;
- Any person entitled to drive as described in the 1ST CENTRAL policy document, schedule or Certificate of Motor Insurance;
- Any passenger carried in **your car**.

Your car

Any private motor car specified on **your** current Certificate of Motor Insurance and Schedule, including a courtesy car provided by one of the approved repairers under this insurance.

Making a claim

To report an incident which may result in a **claim**, call the 24 hour claims helpline immediately on;

0333 043 2011 Or **+44 (0)333 043 2011** from overseas.

The UK based claims helpline is available 24 hours a day, 365 days a year.

9.2 What is covered

We will pay for the **costs and expenses** of recovering **your uninsured losses** directly arising from a road traffic accident involving **your car** within the **geographical limit**, which causes:

- damage to **your car** or to any personal belongings in or on **your car**;
- death or bodily injury to an **insured person** whilst travelling in, or getting into or out of **your car**;
- any other uninsured losses you suffer

Cover is provided where **we** or, where applicable, the **appointed representative** consider that **your claim** for damages has a reasonable chance of success.

If at any time **we** or the **appointed representative** consider that **you** do not have a reasonable chance of success in the action **you** are proposing to take or are taking, **we** may decline support or any further support or may propose settlement on a shared liability basis.

In making a decision the following may be taken into account:

- the financial amount of the **claim**

- that a reasonable person without legal expenses cover would not pursue the matter
- poor prospects of enforcing a judgment
- the circumstances of the accident

Cover only applies if, at the time of the accident, **your car** is being driven or used for a purpose allowed and by a person identified in **your** Certificate of Motor Insurance.

✗ 9.3 What is not covered

We will not indemnify the **insured person** in respect of:

- Any loss where the terms and conditions of this policy are not adhered to.
- Any accident for which a claim is made occurs outside the policy period.
- Any **costs and expenses** incurred prior to **our** written acceptance of a **claim**.
- Any legal action an **insured person** takes which **we** have not agreed to or where the **insured person** does anything to hinder **us** or the **appointed representative**.
- Any fines, penalties compensation or damages which the **insured person** is ordered to pay a court or other authority.
- Any **claim** deliberately or intentionally caused by an **insured person**.
- Prosecutions relating to an **insured person's** alleged dishonesty or violent conduct.
- Prosecutions resulting from drink or drug related offences.
- A dispute with **us** in respect of the policy terms and conditions other than as catered for in Conditions 8 and 9 of this policy.
- An application for judicial review.
- Any **claim** relating to any non-contracting party's rights to enforce all or any part of this policy. The Contracts (Rights of Third Parties) Act 1999 does not apply to this policy.
- Any **claim** where an **insured person** can claim under another policy.
- Any **claim** where the third party cannot be traced or identified or is not insured.

9.4 Motor prosecution defence

✓ What is covered

We will pay the **costs and expenses** incurred for claims that arise from **your** defence against a motoring prosecution, including appeal, in respect of **your** use of the car within the **geographical limit**.

Cover is provided where **we** or, where applicable, the **appointed representative** consider that **your** defence has a reasonable chance of success.

✗ What is not covered:

Claims arising from:

- Motoring offences where **you** did not hold or were disqualified from holding a licence to drive.
- Motoring offences where **you** are being prosecuted for driving under the influence of drink or non-prescribed drugs or for the use of hand-held phones or similar devices.
- **Costs and expenses** where **you** are entitled to a grant of legal aid from the Legal Services Commission, or where funding is available from another public body, employer, trade union or any other insurance company.

- Parking offences for which **you** do not receive penalty point endorsements on **your** licence.
- Costs and expenses exceeding £10,000 in total per claim.

9.5 Other benefits

Legal advice line

Your cover includes access to Legal advice line for advice on personal legal matters; open Monday to Friday from 9am to 5pm. **We** may record calls for **yours** and our mutual protection and our training purposes. The advice **you** get will be according to the laws of Great Britain and Northern Ireland.

Legal advice line number: 0333 043 2028

When **you** call the legal advice line please state that **you** are a 1ST CENTRAL policyholder and have **your** policy reference number to hand. **You** will then be asked for a brief summary of the problem and these details will be passed on to an adviser who will return your call.

Complete legal

We are able to provide **you** access to preferential rate legal services in Great Britain and Northern Ireland. Our experienced panel solicitors possess expertise in all areas where assistance is likely to be required, including:

- The purchase or sale of your home.
- Divorce or child custody issues.
- Wills and probate.

If **you** would like to make use of this service please telephone 0333 043 2028 for a free of charge consultation. Our panel solicitors will provide **you** with a quote (with a minimum of 15% discount to their standard rate) and it will then be **your** decision whether **you** appoint them to act on **your** behalf.

9.6 Motor insurance database disputes

✓ What is covered

We will pay the costs and expenses for representation of **your** legal rights in a dispute with the Police and/or other government agency in the event that **your** car is seized following a failure in the communications between **your motor** insurer and the Motor Insurance Database resulting in incorrect information about **you** or **your car** being recorded in the database.

9.7 General conditions

The following conditions apply to this policy.

1. Your duty

An incident must be reported to **us** within 180 days after the date the **insured person** knew or should have known about the incident.

2. Legal representation

- a. On receipt of the **claim**, if appropriate and unless you object, **we** will choose an **appointed representative**.
- b. **You** may choose an alternative **appointed representative** by advising **us** in writing of the name and address of a suitably qualified person. This right may be exercised only after proceedings have been issued in the **claim**.
- c. If **we** do not agree **your** choice of **appointed representative**, **you** may choose another suitably qualified person.
- d. If there is still a disagreement with regard to the **appointed representative**, **we** will ask the Law Society to choose a suitably qualified person to represent **you**. **We** and **you** must accept such choice.
- e. Any **appointed representative** appointed on **your** behalf will act either in accordance with **our** standard terms of appointment.
- f. The **appointed representative** will be entitled to a reasonable level of remuneration which may or may not be the same as the fees he would charge a client who did not have legal expenses insurance. Not all legal representatives are prepared to act on that basis. **We** confirm that **we** are obliged to offer a reasonable level of remuneration.

3. Our rights and your obligations

- a. **We** will have direct access to the **appointed representative** who can provide **us** with any information or opinion on **your claim**.
- b. **You** must co-operate fully with **us** and the **appointed representative** and must keep **us** advised of the progress of the **claim**.
- c. **You** must give the **appointed representative** any instructions that **we** require.
- d. **You** must notify **us** immediately if anyone offers to settle a **claim** or makes a payment into court.
- e. If **you** do not accept the recommendation of the **appointed representative** to accept a reasonable offer or payment into court to settle a **claim**, **we** may refuse to pay further **costs and expenses**.
- f. Any offer to settle on the basis of both parties paying their own costs is to be referred to **us** for **our** prior approval.
- g. The total legal **costs and expenses** payable for both sides in any **policy period** is limited to £100,000.

4. Duration

The period of the motor insurance policy which runs concurrent with this policy and does not exceed 12 months.

5. Cancellation

Legal Expenses is automatically included within your private car insurance policy and can only be cancelled if the main policy is cancelled at the same time.

6. Discontinuance of a claim

If **you**

- i. settle a **claim** or withdraw a **claim** without **our** prior agreement;
- ii. do not give suitable instructions to the **appointed representative**; or
- iii. dismiss an **appointed representative** without **our** prior consent

all cover will end immediately and **we** will be entitled to reclaim from **you** any **costs and expenses we** or **our appointed representatives** have incurred.

7. Recoveries

An **insured person** must make every effort to recover **costs and expenses** that **we** have to pay and must pass to **us** any **costs and expenses** that are recovered.

8. Disputes

Any disputes arising between **you** and **us** will be referred to an arbitrator.

9. Arbitration

You have the right to refer any difference that arises between **us** and an **insured person** in respect of the acceptance, refusal, control or handling of any **claim** under this section to arbitration, which will be decided by counsel chosen jointly by **us** and an **insured person**.

10. If there is a disagreement with regard to the choice of counsel, **we** will ask the President of the Law Society to choose a suitably qualified person. The decision shall be final and binding on both parties. All costs for resolving the disputes will be met by the party against whom the decision is made.



Breakdown Cover

If you **breakdown** within the **UK** we will send help and pay callout and mileage charges needed to repair or assist with the vehicle.

If the **recovery operator** is unable to repair the **vehicle** at the roadside **we** will arrange and pay for the **vehicle**, driver, and up to 7 passengers to be recovered to the nearest garage able to undertake the repair, or to **your** home address or original destination up to 10 miles from the scene of the **breakdown**.



0333 043 2005

9.8 Definition of Terms for Breakdown

Breakdown is an Insurance contract between **you** and the **insurer** subject to the terms, conditions, claims procedure, and exclusions contained in Section 9, in respect of a **breakdown** which occurs within the **UK** and during the **period of cover**.

Certain words have specific meanings in this section of **your policy** and they have been printed in bold to help **you** identify them. Where a word appears in bold and does not have a definition in this section the definition can be found on pages 7 and 8 of the main policy.

Accident

A collision in the **UK** that immediately makes the specified **vehicle** immobile or unsafe to drive and that has been reported to **1ST CENTRAL**.

Breakdown

An electrical or mechanical failure, lack of fuel, misfuel, puncture, flat battery, **accident**, vandalism, fire, theft, or attempted theft to the **vehicle**, which immediately renders the **vehicle** immobilised.

Callout

Where **we** send a **recovery operator** to **your vehicle**.

Geographical Limit

United Kingdom

Home Address

The address last notified to **us** by **1ST CENTRAL** where **your vehicle** is ordinarily kept.

Insurer

AmTrust International Underwriters Ltd. This policy is underwritten by AmTrust International Underwriters Ltd (authorised and regulated by the Central Bank of Ireland and licensed to operate in the United Kingdom by the Financial Conduct Authority, Firm Reference Number 203014. Registered Office: 40 Westland Row, Dublin 2, Ireland, Registered in Ireland number 169384).

Period of Cover

The duration of this policy as indicated on **your** policy **schedule**.

Recovery Operator

The independent technician **we** appoint to attend **your breakdown**.

Rescue Controller

The telephone Operator employed by **us**.

Schedule

Details of the specified **vehicle**, **period of cover** and sections of this policy that are covered.

Specialist Equipment

Non-standard apparatus or recovery vehicles which in the professional view of the **recovery operator** after assessing the situation are required to recover the **vehicle**. **Specialist equipment** includes but is not limited to winching, skates, sliders, dolly wheels, donor wheels and a crane lift.

Suitable Garage

Any appropriately qualified mechanic or garage which is suitable for the type of repair required and where the remedial work undertaken can be evidenced in writing.

UK

Great Britain, Northern Ireland, Isle of Man, and (for residents only) Jersey and Guernsey.

Vehicle

Your car specified on the **schedule** which must be no more than:

- 25 years of age at the policy start date or date of last renewal
- 3,500kg (3.5 tonnes) when laden
- 5.18 metres (17 feet) long
- 1.905 metres (6 feet 3 inches) wide
- 2.44 metres (8 feet) high.

We will also recover with **your vehicle**, at no extra cost, a caravan or trailer that is attached to **your vehicle** at the time of the **breakdown** provided:

- It is fitted with a standard towing hitch
- It does not exceed 7 metres (23 feet) in length (not including the length of the A-frame and hitch).

We/our/us

Call Assist Ltd and/or AmTrust International Underwriters Ltd.

You, your, driver

The policyholder or any person driving with **your** permission.

9.9 What is covered

Roadside Assistance & Local Recovery

In the event of a breakdown within the **UK** which occurs more than a one-mile radius from **your home address**, **we** will send help to the scene of the **breakdown** and pay **callout** and mileage charges needed to repair or assist with the **vehicle**. If, in the opinion of the **recovery operator**, they are unable to repair the vehicle at the **roadside** **we** will assist in the following way:

Either:

- Arrange and pay for the **vehicle**, **driver**, and up to 7 passengers to be transported to the nearest garage which is able to undertake the repair, within 10 miles from the scene of the **breakdown**.

Or:

- If the above is not possible at the time or the repair cannot be made within the same working day, **we** will arrange and pay for the **vehicle**, **driver**, and up to 7 passengers to be transported to **your** chosen destination up to 10 miles from the scene of the **breakdown**.
- Any recovery must take place at the same time as the initial **callout** otherwise **you** will have to pay for subsequent **callout** charges.
- If **your vehicle** requires recovery, **you** must immediately inform **our rescue controller** of the address **you** would like the **vehicle** taken to. Once the **vehicle** has been delivered to the nominated address, the **vehicle** will be left at **your** own risk.

Keys

If **you** break, lose or lock **your** keys within **your vehicle**, **we** will pay the **callout** and mileage charges back to the **recovery operator's** base or **your home address** if closer. All other costs incurred, including any **specialist equipment** needed to move the **vehicle**, will be at **your** expense.

Message Service

If **you** ask, **we** will pass on up to 2 messages to let others know of **your** predicament.

9.10 What is not covered

- **Breakdowns** within a one-mile radius of **your home address**
- Recovery to a location more than 10 miles from the place of **breakdown**
- **Breakdowns** or **accidents** to the caravan or trailer itself
- Any vehicle which is not listed on **your schedule** as being eligible for **breakdown** cover with **us**
- The cost of any parts, components or materials used to repair the **vehicle**
- Repair and labour costs other than half an hour roadside labour provided at the scene
- Any costs or expenses not authorised by **our rescue controllers**
- The cost of food (other than breakfast when overnight accommodation is provided) drinks, telephone calls or other incidentals
- The cost of alternative transport other than to **your** destination and a return trip to collect **your** repaired **vehicle** unless otherwise agreed by the **rescue controller**

- The cost of fuel, oil, insurance and other incidentals for a hire vehicle
- The recovery of the **vehicle** and passengers if repairs can be carried out at or near the scene of **breakdown** within the same working day. We will only recover to one address per **breakdown**
- Emergency Overnight Accommodation or Alternative Transport if repairs can be carried out near the scene of the **breakdown** within the same working day
- **Breakdowns** caused by failure to maintain the **vehicle** in a roadworthy condition including maintenance as well as proper levels of oil and water
- Costs incurred in addition to a standard **callout** where service cannot be undertaken at the roadside because the **vehicle** does not carry a serviceable spare wheel, aerosol repair kit, appropriate jack, or the locking mechanisms for the wheels are not immediately available to remove the wheels
- **Specialist equipment**, additional manpower and/or recovery vehicles, or a recovery further than 10 miles from the scene of the **breakdown** if **your vehicle** is immobilised due to snow, mud, sand, water, ice, or a flood
- Service where **your vehicle** is not accessible or cannot be transported safely and legally using a standard recovery vehicle
- Any request for service if the **vehicle** is being used for motor racing, rallies, rental, hire, public hire, private hire, courier services or any contest or speed trial or practice for any of these activities
- Overloading of the **vehicle** or carrying more passengers than it is designed to carry
- Claims not notified and authorised prior to expenses being incurred
- Any costs or expenses not authorised by **our rescue controllers**
- Any damage or loss to **your vehicle** or its contents caused by the **recovery operator**. It is **your** responsibility to ensure personal possessions are removed prior to **your vehicle** being recovered.
- Nothing in this policy limits **our** liability for death or personal injury caused by the negligence of **us** or **our** employees or for any liability which may not lawfully be limited or excluded. This policy is not a motor liability insurance policy within the meaning of Part VI of the Road Traffic Act 1988.
- **We** will not pay for any losses that are not directly covered by the terms of this policy. For example, **we** will not pay for **you** to collect **your vehicle** from a repairer or for any time that has to be taken off work as a result of a **breakdown**
- Any false or fraudulent claims
- Failure to comply with requests by **us** or the **recovery operator** concerning the assistance being provided
- Fines and penalties imposed by courts
- Any charges where **you** or the Emergency Services arrange recovery or repairs by other means unless **we** have agreed to reimburse **you**
- Any subsequent **callouts** for any symptoms related to a claim which has been made within the last 28 days, unless **your vehicle** has been fully repaired at a **suitable garage**, declared fit to drive by the **recovery operator**, or is in transit to a pre-booked appointment at a **suitable garage**
- More than 4 **callouts** in any one **period of cover**
- Claims totaling more than £15,000 in any one **period of cover**
- Any cost recoverable under any other insurance policy that **you** may have
- Storage charges
- **Vehicles** that are not secure or have faults with electric windows, sunroofs or locks not working, unless the fault occurs during the course of a journey and **your** safety is compromised

- Assistance if the **vehicle** is deemed to be illegal, untaxed, without a current valid MOT certificate, uninsured, unroadworthy or dangerous to transport
- Recovery of the **vehicle** or **your** transport costs to return the **vehicle** to **your home address** once it has been inspected or repaired
- Any cost that would have incurred if no claim had arisen
- The cost of draining or removing contaminated fuel
- A request for service following any intentional or wilful damage caused by **you** to **your vehicle**
- Service where glass or windscreens have been broken or damaged
- Any cover which is not specifically detailed in this policy
- Direct or indirect loss, damage or liability caused by, contributed to, or arising from:
 - a. Ionising radiation or contamination by radioactivity from an irradiated nuclear fuel or from nuclear waste from the combustion of nuclear fuel
 - b. The radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component thereof
 - c. Any results of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, military or usurped power
- Any breakdown that occurred before the policy commenced, the vehicle was placed on cover or before the policy was upgraded
- Vehicles of 26 years of age or greater at policy inception. Policies will not automatically renew if the vehicle is 26 years of age at the date of renewal.
- The use of specialist equipment occasionally required because the vehicle does not have all wheels on the public highway, it has modifications which impede recovery, or nearby obstructions are impeding the usual method of recovery.

9.11 Claims procedure

If **you breakdown** please call **our** 24-hour control centre on **0333 043 2005**.

If **you** are unable to make a connection, please contact **us** on 01206 714806.

You will be asked to provide the following information:

1. **Your** name and postcode
2. **Your** return telephone number (with area code if applicable)
3. **Your vehicle** registration number
4. The precise location of **your vehicle** (or as accurate as **you** can be)

We will take **your** details and ask **you** to remain by the telephone that **you** are calling from. Once **we** have made arrangements **we** will contact **you** and advise **you** of the expected arrival time of the **recovery operator**. **You** will be asked to remain near **your vehicle** until the **recovery operator** arrives. If **you** have a mobile phone **we** ask that **you** keep this line free.

If **you** have broken down on a motorway and have no other means of contacting **us**, or are unaware of **your** location, please use the nearest SOS box and give them **our** telephone number. They will then contact **us** to provide assistance.

If the police attend please tell them that **you** have contacted **us** or give them **our** telephone number to call **us** on **your** behalf.

To help **us** provide a quality service, telephone calls may be recorded.

9.12 General Conditions

- Details of **your** cover may not reach **us** by the time assistance is required. In this unlikely event, **we** will assist **you** however before assistance can be provided **we** will ask to take a pre-authorisation on a credit or debit card for the estimated cost of the assistance. If **we** receive confirmation that **you** have adequate cover the reserved funds will be released. If **we** receive confirmation that **you** do not have adequate cover **we** will take payment for any uninsured costs. We will provide cover if:
- **We** will provide cover if:
 - a) **You** have met all the terms and conditions within this insurance
 - b) The information provided to **us**, as far as **you** are aware, is correct
- The policy is not transferable
- The **driver** of the **vehicle** must remain with or nearby the **vehicle** until help arrives
- **We** can request proof of outbound and inbound travel dates
- **We** may decline service if **you** already owe **us** money in respect of another claim made under this policy
- When **you** contact **us** for assistance **we** may ask if **your vehicle** is fitted with alloy wheels. **We** must be advised the correct information at this time. If **we** are not made aware and **we** are unable to provide the service promptly or efficiently through the **recovery operator** who will be assisting **you**, **you** will be charged for any additional costs incurred.
- If **we** are able to repair **your vehicle** at the roadside, **you** must accept the assistance being provided and immediately pay for any parts supplied and fitted by credit or debit card.
- **We** have the right to refuse to provide the service if **you** or **your** passengers are being obstructive in allowing **us** to provide the most appropriate assistance or are abusive to **our rescue controllers** or the **recovery operators**.
- If a **callout** is cancelled by **you** and a **recovery operator** has already been dispatched, **you** will lose a **callout** from **your** policy. **We** recommend **you** to wait for assistance to ensure the **vehicle** is functioning correctly. If **you** do not wait for assistance and the **vehicle** suffers a **breakdown** again within 12 hours of the previous **callout** being cancelled, **you** will be required to pay for the cancelled **callout** before further service can be provided for the **breakdown**
- **Your vehicle** must be registered to and ordinarily kept at an address within the **UK**
- **Vehicles** must be located within the UK when cover is purchased and commences
- If, in **our** opinion, the **vehicle** is found to be unroadworthy due to lack of maintenance, unless servicing records can be provided, **we** may terminate **your** policy immediately, notifying **you** by letter to **your home address**, of what action **we** have taken
- In the event that **you** use the service and the claim is subsequently found not to be covered by the policy **you** have purchased, **we** reserve the right to reclaim any monies from **you** in order to pay the costs involved
- The transportation of livestock (including dogs) will be at the discretion of the **recovery operator**. **We** will endeavour to help arrange alternative transport but **you** will need to pay for this service immediately by credit or debit card
- If in **our** opinion the **vehicle** is beyond economical repair or the cost of the claim is likely to exceed the market value of the **vehicle** in its current condition following the **breakdown**, **we** have the option to pay **you** the market value of the **vehicle** in its current condition and pay **your** transportation costs to **your home address**. It will be **your** responsibility to apply for a certificate of destruction or other such document and **you** will be required to pay for any storage costs whilst this is obtained. If **you** would prefer the **vehicle** to be transported to **your home address** or original destination, this can be

arranged but **you** will need to pay any costs which exceed the market value of the **vehicle** in its current condition.

- If **you** have a right of action against a third party, **you** shall cooperate with **us** to recover any costs incurred by **us**. If **you** are covered by any other insurance policy for any costs incurred by **us**, **you** will need to claim these costs and reimburse **us**. **We** reserve the right to claim back any costs that are recoverable through a third party
- Regardless of circumstances, **we** will not be held liable for any costs incurred if **you** are unable to make a telephone connection to any numbers provided
- If **we** have reason to believe this policy is being used fraudulently or it becomes apparent there is a breakdown in the relationship between **us** and **you**, **we** may cancel the policy by sending 7 days' notice to **your home address**. In such situations, providing no claim has been made, **we** will refund the unexpired portion of **your** premium.
- **Recovery operators** comply with laws and regulations limiting the number of hours they can drive for. Regular breaks and 'changeovers' may be required when transporting **your vehicle**.
- **We** reserve the right to charge **you** for any costs incurred as a result of incorrect location details being provided.
- The repair must be carried out if the **vehicle** is recovered to a **suitable garage** and the **suitable garage** can repair the **vehicle** within the terms stated. **You** must have adequate funds to pay for the repair immediately. If **you** do not have funds available, any further service related to the claim will be denied.

9.13 Measurements

All measurements are calculated using driving distances.

9.14 Garage Repairs

Any repairs undertaken by the **recovery operators** at their premises are provided under a separate contract, which is between **you** and the **recovery operator**.

9.15 Uninsured Service

Call Assist can provide assistance for faults that are not covered under this insurance policy or where **you** would like Call Assist to assist additional passenger numbers who exceed the maximum of 7, stated within this policy. All costs (including an administration fee) must be paid for immediately by credit or debit card.

9.16 Cover

This policy is underwritten by AmTrust International Underwriters Ltd (authorised and regulated by the Central Bank of Ireland and licensed to operate in the United Kingdom by the Financial Conduct Authority, Firm Reference Number 203014. Registered Office: 40 Westland Row, Dublin 2, Ireland, Registered in Ireland number 169384). The insurance is effected in England and is subject to the Laws of England and Wales. **We** have chosen to use the English language in all documentation and communication relating to this policy. The policy is administered by Call Assist Ltd (authorised and regulated by the Financial Conduct Authority. Registered address: Axis Court, North Station Road, Colchester, Essex CO1 1UX. Registered in England and Wales. Registered number: 03668383)

9.17 Cancellation

Breakdown cover is automatically included within your private car insurance policy and can only be cancelled if the main policy is cancelled at the same time.

9.18 Complaints Procedure

We make every effort to provide the highest standards of service. If on any occasion **our** service falls below the standard **you** would expect **us** to meet, **you** can write to **our** Customer Services team at

Call Assist Limited
Axis Court North
Station Road
Colchester
Essex
CO1 1UX



Section 10 – General exceptions

10.1 Who uses your car

The **insurer** will not cover any injury, loss or damage caused while **your car** is:

- being driven by a person who is not shown on the **Certificate of Motor Insurance** as entitled to drive;
- being driven by anyone named in the **Certificate of Motor Insurance**, including **you**, who is convicted of driving while under the influence of alcohol or drugs as a result of the accident being claimed for;
- being used for a purpose not allowed by the **Certificate of Motor Insurance**; or
- being driven by a person who does not hold a valid driving licence or is not driving in line with the conditions of the licence.

This exception does not apply if your car is:

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

10.2 Contracts

The **insurer** will not cover any claim resulting from an agreement or contract unless the claim would have been covered if the agreement or contract did not exist.

10.3 Radioactivity or ionising radiation

The **insurer** will not cover any loss, damage, injury or legal liability caused directly or indirectly by:

- radioactive, toxic, explosive or other dangerous properties of any nuclear material or equipment or any part of it; or
- ionising radiation or radioactive contamination from any nuclear fuel or any nuclear waste from burning nuclear fuel.

10.4 War

The **insurer** will not cover any loss or damage caused as a result of war, revolution or any similar event, terrorism (as defined in the Terrorism Act 2000), or confiscation or public-authority action unless we have to provide cover under the Road Traffic Act.

10.5 Riot

The **insurer** will not cover any loss or damage caused by riot or civil commotion outside Great Britain, the Isle of Man or the Channel Islands. This exception does not apply to Section 4 – Liability to others.

10.6 Earthquake

The **insurer** will not cover any loss or damage caused by earthquake or the results of earthquake.

10.7 Pollution

The **insurer** will not cover any accident, injury, loss, damage or liability caused by pollution or contamination unless caused by a sudden, identifiable event which was unexpected and not deliberate and happened at a specific time and place.

10.8 Pressure waves

The **insurer** will not cover any loss or damage caused by pressure waves from aircraft or other flying objects.

10.9 Use on airfields

The **insurer** will not cover any accident, injury, loss, damage or liability when **your car** is in an area or airport premises where aircraft are usually to be found taking off, landing, maneuvering or parked or to which the public does not have free access for vehicles.

10.10 Track days and off-road events

The **insurer** will not cover any liability, loss or damage arising out of using **your car** at any event during which it may be driven on a motor racing track, airfield, Nürburgring Nordschleife or any other off-road area or for racing, pace-making, rallying, track days, trials or speed tests.

10.11 Dangerous locations

The **insurer** will not cover any liability, loss or damage caused at any of the following.

- Ministry of Defence premises or military bases other than areas specifically restricted to access or parking by the general public.
- Power stations or nuclear installations or establishments.
- Refineries, bulk-storage or production premises in the oil, gas or chemical, explosive, ammunition or pyrotechnic industries.

10.12 Dangerous goods

The **insurer** will not cover any liability, loss or damage arising out of carrying dangerous goods. These are goods or substances referred to in the European Agreement to do with the International Carriage of Dangerous Goods by Road (ADR), for example explosive substances, gases, solids or liquids which catch fire easily, self-reactive substances and solid desensitized explosives, substances which give off gases that can catch fire when in contact with water, substances which can catch fire when in contact with water, organic peroxides, oxidizing, toxic or infectious substances, radioactive material and corrosive substances.

10.13 Seized, clamped or recovered vehicles

The **insurer** will not cover any loss or damage due to any government, public or local authority legally taking, keeping or destroying **your car**.



Section 11 – General conditions

11.1 Your duty

The **insurer** will only provide **you** with the cover set out in this **policy** if:

- **you** and anyone else claiming cover under this **policy** has kept to all the **terms** and conditions of the **policy**; and
- the information **you** gave on **your Statement of Fact** or claims report is true and complete.

If the **insurer** discovers that **you** or someone acting for **you** had knowingly provided false information, the **insurer** will make the **policy** void and treat it as though it had never existed and not refund any premium or pay **your** claim. If **you** were not aware that the information **you** had provided was false, depending on the nature of the information, **your insurer** may cancel **your policy** or **you** may be asked to pay an extra premium. They could also charge a cancellation or amendment fee.

You must co-operate with your **insurer**, respond to reasonable requests for information or documents, and where necessary be available to speak to **your insurer** or an agent acting on behalf of the **insurer**. This includes if you are using someone else to represent **your** interests, whether or not a claim has been made on the **policy**.

If **you** do not keep to reasonable requests for information, the **insurer** will cancel your **policy** and **your** claim will not be paid.

11.2 Telling us all information

Your premium is based on the information **you** supplied when **you** started, amended or renewed **your** insurance. If **you** have failed to give **us** complete and accurate information, this could lead to **your** claim being denied, you having to pay any costs or the insurance not being valid.

11.3 Telling us about loss or damage

If **you** or **your car** is involved in any type of accident or loss, **you** must tell us within 48 hours of discovering the loss by phoning the 24-hour helpline on **0333 043 2011**. You must do this whether or not you are at fault and even if **you** do not plan to claim. (If **you** want to claim for glass damage to **your** vehicle only, **you** must call the 24-hour windscreen helpline on **0333 043 2012** within 48 hours of discovering the damage.)

You must:

- provide all the information about the claim that the **insurer** needs;
- tell **us** at once if **you** receive any notice of prosecution, inquest or fatal enquiry; and
- send **us** any writ, summons or letters received in connection with any claim, accident or loss as soon as **you** receive them.

If you fail to report any accident or loss within 48 hours of discovering it, whether you were at fault and whether or not **you** plan to claim, the **insurer** may refuse to provide cover.

You must not:

- admit that the accident was **your** fault; or
- attempt to settle the claim unless the **insurer** has given **you** permission in writing.

Your insurer is entitled to:

- defend or settle any claim on **your** behalf;
- take legal action over any claim in **your** name or the name of any person insured on the **policy** for their own benefit;

- admit negligence for any accident or claim on **your** behalf;
- share information with others involved with the accident or claim; and
- deduct from the claim settlement amount any amount you owe under the related credit agreement with us First Central Insurance Management Ltd. (if this applies).

11.4 Taking care of your car

You or any other person covered by this insurance must:

- protect **your car** from loss or damage;
- make sure **your car** is legally roadworthy;
- allow **us**, **your insurer** or any representative acting on behalf of the **insurer** to inspect **your car** at any reasonable time if **you** are asked; and
- make sure whenever **your car** is unattended that it is secured, locked and the keys (or keyless entry system) are removed. Also make sure that any immobiliser or alarm system is turned on.

You should take as many precautions as **you** can to protect **your car**.

If an accident happens and the condition of the vehicle caused or contributed to the accident, cover will be restricted to the **insurer's** liability under the Road Traffic Act. The **insurer** can recover these costs from you, the driver or any other person who may have been responsible for the condition of the vehicle.

11.5 Car registration

Your car must be registered in the UK with the DVLA or DVLNI.

11.6 Car sharing

The **insurer** may not cover **you** for any loss while **your car** is being used to carry passengers for hire or reward. However, **you** may accept money for fuel if **you** carry passengers for social or similar purposes as part of a car-sharing arrangement as long as:

- **your car** is not made or adapted to carry more than eight passengers;
- **you** are not carrying the passengers as customers of a passenger-carrying business; and
- **you** do not make a profit from carrying the passengers.

11.7 Cancelling your policy

If your policy is cancelled, **we** will return any premium, including the deposit paid, for this **policy** less:

- a charge for the number of days the **insurer** has provided cover for;
- any fees as shown in the Important customer information section;
- any other credit card or credit finance charges;
- any amount you may owe us under any other insurance contract you may have with us.

If any of the following apply, **you** may not receive any refund and **you** may still have to pay us the balance of the full yearly premium. This applies in all circumstances no matter what payment method you use.

- **You** have made a claim in the **policy** year or a claim has been made against **your policy**.
- **You** have been involved in an incident which might give rise to a claim under the **policy**.

- The instalment payments are not up to date. **You** may be charged a proportionate amount to bring **your** payments up to date, together with **our** administration fee.
- Fraud, deception or not telling us information as referred to in 10.2 above and 10.11 below.

Please note

- If **you** have bought any extra cover to run with your **policy**, **you** should see the **policy** wording for any refund due when you cancel.
- Any refund or payment due to you will be credited to the last card used or we may pay it towards another card if you ask and we agree.
- Cancelling any Direct Debit Instruction with **your** bank does not cancel **your policy**, unless it is **your** first payment due for **your** renewal. **You** must tell **us you want to cancel**.
- The **Certificate of Motor Insurance** will be our property and you must give it back to us within seven days of the cancellation date.

Under the Road Traffic Act, it is an offence:

- to drive or allow others to drive **your** vehicle or to own a vehicle (unless a **SORN** has been provided to the DVLA) if you do not have valid insurance; and
- not to give back the **Certificate of Motor Insurance** within seven days of the cancellation date.

11.7a If you cancel your policy

You have the right to cancel **your policy** at any time, just call the number below.



0333 043 2066

11.7b If we cancel your policy

There are some circumstances where the **insurer** may authorise **us** to cancel **your** insurance on their behalf. These include:

- if you fail to keep payments on any instalment plan up to date;
- if you make a change to **your policy** which would mean that the **insurer** is no longer able to insure **you**;
- you fail to respond to reasonable requests for information by **your insurer** or an agent acting on behalf of the **insurer**;
- if **you** fail to comply with the **policy** terms and conditions
- if **you** do not tell **us** information as outlined in section 10.2, or
- If you threatened or been abusive toward us.

In these circumstances **we** will send **you** seven days' written notice. This applies in all circumstances, no matter how **you** have paid. For details on cancellation for fraud and misrepresentation see paragraph 10.11. All notices will be sent to either the email or postal address last known to **us**.

11.8 Total loss

If **your car** is considered a **total loss**, it will become the **insurer's** property. The **insurer** may give **you** the option to insure another vehicle under **your** existing **policy**. There may be an extra premium to pay and there will be an administration fee as shown in the important customer information section. If the **insurer** cannot agree with **you** terms for another vehicle, or **you** do not want to insure another vehicle, all cover under the **policy** will end as soon as the car is declared a **total loss**. We will take any **unpaid premium** owing to the **insurer** from the settlement amount paid to **you**.

If **your car** is under a hire-purchase or leasing agreement, the **insurer** will pay the agreed settlement sum direct to the hire-purchase or leasing company to clear all or part of the amount owing. The balance, if any, will be paid to **you**.

11.9 If you do not pay the premium

If **you** have not paid **your** entire premium, the **insurer** may take off any **unpaid premiums** from any claim settlement they pay **you**. If **you** are paying by instalments and do not keep up to date with **your** payments, they may not pay **your** claim and may cancel your **policy**.

If there is a change to the policy, you miss an instalment, owe anything after cancelling the policy, or you have to pay any fees or charges, **you** will allow us (or have the authority of the cardholder to give us) continuous authority to charge the card originally used, or the last card for which **we** hold a record to process any related payments. If **you** are paying by instalments, **you** grant us the right to change your remaining payment plan to reflect any changes. If **you** have no remaining premium, **you** grant **us** the right to charge the card originally used, or the last card for which **we** hold a record, to process any fees or charges applied.

You are responsible for keeping up the payments, and if you fail to do so, your policy may be at risk. If **we** need to appoint a debt-recovery agent to collect any outstanding premiums, fees or charges, **you** will be legally responsible for paying all collection fees and commission.

11.10 Suspending your policy

You cannot suspend this insurance.

11.11 Fraud

If **you** or anyone acting for **you** deliberately or recklessly misrepresents information or fails to reveal facts asked on behalf of the **insurer** when taking out the **policy**, making changes to it, or at renewal and this affects the **terms** and conditions or the decision to offer cover, **your policy** and any other policies **you** have with **us** will be cancelled or voided immediately without further notice. **We** may recover any costs **we** have incurred including claims costs, and will not return any premium **you** have already paid.

If **you** or anyone acting for **you** carelessly misrepresents or fails to reveal facts asked on behalf of the **insurer** at the time when taking out the **policy**, making changes to it, or at renewal and this affects the **terms** and conditions or the decision to offer cover this may result in an extra premium being charged or **your policy** being cancelled. **We** may recover any costs **we** have incurred including claims costs.

The **insurer** will not pay a claim which is in any way fraudulent, false or exaggerated or if **you** or anyone acting for **you** makes a claim which is false or fraudulent. In these circumstances **we** may cancel or void your policy immediately without further notice, and any other policies that **you** may have with **us** will be treated in the same way. **We** may recover any costs **we** have incurred including claims costs, and will not return any premium **you** have already paid.

11.12 Insurers Right of Recovery

If we need to pay a claim under the law of any country in which this policy operates (including settling such a claim on a reasonable basis if we believe we will have legal responsibility for it), which we would not otherwise be legally responsible to pay had the law not existed, we can recover those payments (including the legal costs of reasonably defending the claim) we make from you. This will apply if you or any other insured person or any person using the vehicle with your consent:

- caused the loss directly or indirectly;
- caused or allowed the vehicle to be driven by an uninsured driver; or
- through an act or failure to act, caused this insurance to be invalid.

11.13 Other insurance

If **you** have other insurance policies which cover the same risks, the **insurer** will not pay more than their share of any claim. This does not mean the **insurer** has to accept any legal responsibility, under section 4 of this policy, that they would otherwise have been entitled to exclude under the Exceptions in section 4.

11.14 Drink and drugs

If, following an accident, **you** or anyone named in the **Certificate of Motor Insurance** is convicted of driving while under the influence of alcohol or drugs, or has a blood or urine alcohol content over the legal limit, or refuses to supply a breath, blood or urine sample when asked to do so, the **insurer** will pay no more than they have to under the Road Traffic Act and can then make you repay them that amount.

11.15 Residency

To qualify for cover under this **policy you** and any drivers named on the **Certificate of Motor Insurance** must have permanently lived in the UK for at least three years.



Extra conditions – endorsements

These will apply if they are shown on your **Schedule**

Endorsement 1 – Additional own damage, fire and theft excess

You are responsible for the first amount of each claim under section 1 Accidental damage and section 2 **Fire** and **theft** in relation to loss of or damage to **your car**. This amount is increased from the standard **excess** listed on **your Schedule** by one of the amounts below. The additional **excess** is shown by having Endorsement 1 printed on the **Schedule**. This **excess** will apply as well as any standard **excess** (or excesses) which applies to the **policy** section under which the claim is being made.

A	£50 additional accidental damage fire and theft excess
C	£100 additional accidental damage fire and theft excess
E	£150 additional accidental damage fire and theft excess
G	£200 additional accidental damage fire and theft excess
O	£400 additional accidental damage fire and theft excess

Endorsement 2 – Keeping in a garage

If **you** do not keep **your car** in a locked private garage between 10pm and 6am when **your car** is parked at or near **your home**, **you** will be responsible for an extra £250 of each claim under Section 2 **Fire** and **theft** in relation to loss or damage to **your car** arising from **theft** or attempted **theft**. This amount applies as well as any other **excess (or excesses)** shown on the **Schedule**.

Endorsement 3 – Security

The **insurer** will only be legally responsible for claims arising under section 2 **Fire** and **theft** when a Thatcham category-1 or -2 immobilising device or tracker device has been fitted to **your car** in line with the manufacturer's instructions and is operating at all times **your car** is left unattended.

We will need proof the device is fitted to **your car** before **your insurer** will consider any claim under section 2 **Fire** and **theft**.



Complaints procedure

We are committed to providing **you** with the best possible service. However, **we** realise there may be times when **we** do not meet **your** expectations. **We** want **you** to let **us** know immediately if **you** are unhappy with the service **you** have received and **we** will always do **our** best to sort out any complaint fairly.

If you have a complaint, please contact:

**The Chief Executive Officer
First Central Insurance Management Ltd
Central House
25-27 Perrymount Road
Haywards Heath
West Sussex
RH16 3TP**



Phone: **0333 043 2077**



Email: **customerrelations@1stcentral.co.uk**

What if you are still not satisfied?

If **we** have given **you** a final response and **you** are still unhappy, or more than eight weeks have passed since **we** received **your** original complaint, **you** may refer **your** complaint to the Financial Ombudsman Service (FOS). Their details are as follows.

**The Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR**



Phone: **0800 023 4567**



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

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

You must contact the Financial Ombudsman Service within six months of the final response to **your** complaint. **We** will remind **you** of this time limit in our final response.

Your rights as a customer to take legal action will not be affected if you use this complaints procedure. However, the Financial Ombudsman Service will not decide on any cases where legal action has begun.



How we look after your personal information

When you take out a policy with 1ST Central, we do need to record and store personal information about you but we'll always keep this information secure and we won't share it without a good reason.

This statement, and the way we handle personal information, may change from time to time. We'll write to you if the change is something we think you might not expect. If we don't hear back from you within 60 days, you're agreeing to the change.

If you're opted in to marketing and would like to opt out, you can manage your preferences [here](#), by email at marketing@1stcentral.co.uk, or by calling **0333 043 2066**.

To request a copy of the information we hold about you or to find out more email our Data Protection Officer at DPO@1stcentral.co.uk. Please include your name, address, and policy number.

If you'd like to read our full privacy notice please visit our [website](#).



Regulatory information

Who are First Central Insurance Management (FCIM)?

FCIM is the intermediary offering products and services from various insurers to meet your needs. FCIM is registered in England and Wales, Company number 6489797, with registered office Central House, 25-27 Perrymount Road, Haywards Heath, West Sussex, RH16 3TP. FCIM is authorised and regulated by the Financial Conduct Authority (firm reference number: 483296). You can ask us about the extent of **our** regulation by the Financial Conduct Authority.

You can also ask us for regulatory information relating to **your insurer**, by writing to the Head of Compliance at the above address.

Regulatory information is available on the relevant regulatory registers at:

Financial Conduct Authority <http://www.fca.org.uk/register> or by contacting the FCA on 0800 111 6768

Who we are owned by

First Central Insurance Management Ltd and Skyfire Insurance Company Ltd are wholly owned subsidiaries of First Central Group Ltd which is registered in Guernsey, company number 48743.

The Financial Services Compensation Scheme

While we are not covered by the FSCS all the insurers whose products **we** offer are covered by the FSCS. **You** may be entitled to compensation from the scheme if these insurers cannot pay what they owe. Insurance business is covered for 90% of the claim, without any upper limit. For compulsory classes of insurance for example, third party motor insurance, cover is for 100% of the claim without any upper limit. You can get more information about compensation scheme arrangements from the FSCS. Visit <http://www.fscs.org.uk>.



Important contacts

Changes to my policy

**You can make some changes on our [website -
https://www.1stcentralinsurance.com](https://www.1stcentralinsurance.com)**

0333 043 2066

Had an accident

0333 043 2011

Had an accident and calling from abroad

+44 (0) 333 043 2011

Renewals

0333 043 2055

Windscreen helpline

0333 043 2012

Key Assist

0333 043 2011

Breakdown

0333 043 2005

Legal Expenses

0333 043 2011

Or, you can visit our website for more information at:

www.1stcentralinsurance.com

Other products we provide:

Hire car cover

Personal accident cover

Excess protect