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PRIVATE   
CAR POLICY  
DOCUMENT

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# Private Car Policy Document

This is your Private Car Policy Document. Please read it carefully together with your current Statement of Fact, Schedule, the Certificate of Motor Insurance and Terms and Conditions. These documents are available in Your Portal at <https://www.insurethebox.com/customer-portal>

## Welcome to insurethebox

Thank **you** for choosing insurethebox which is a trading style of Insure The Box Limited; one of the UK's leading providers of telematics car insurance.

This is **your** Private Car **Policy** Document and forms part of **your policy** along with:

- **your Statement of Fact**
- **your Schedule** (including any **endorsements** on it); and
- **your Certificate of Motor Insurance.**

**You** must read all of these documents. If **you** need to make a claim, or contact **us** to tell **us** about any changes, then **you** will need to refer to these documents.

**IMPORTANT: Please contact us on 0333 103 0000 if any information on these documents is incorrect.**

**You** must also tell **us** as soon as practicably possible if any of this information is incorrect or incomplete, or if there are any changes to this information before or during any **period of policy cover**.

If **you** do not inform **us** about any inaccuracy or change, it may affect any claim **you** make or could result in **your** insurance being invalid. It is an offence under the **Road Traffic Acts** to make a false statement or to misrepresent or withhold information for the purposes of obtaining a **Certificate of Motor Insurance**.

## Contract of insurance

**Your policy** forms a contract of insurance between **you** and the **insurer**, which is administered on the **insurer's** behalf by Insure The Box Limited. Except as otherwise provided for by law or expressly stated in this **policy**, no other third party shall have any rights under this **policy** or the right to enforce any part of it. In return for **you** paying or agreeing to pay the **premium** required, the **insurer** has agreed to insure **you** subject to the terms, conditions, exclusions and **endorsements** contained in **your policy** and noted on **your Schedule** against such liability, loss or damage occurring within the **territorial limits** during the **period of policy cover**. English law will apply to this contract unless **you** and the **insurer** have otherwise agreed in writing. This contract is written in English and any associated communications will be in English.

## About us

Insure The Box Limited is authorised by the Gibraltar Financial Services Commission, and is authorised and subject to limited regulation by the Financial Conduct Authority. Details about the extent of **our** authorisation and regulation by the Financial Conduct Authority are available from **us** on request. Insure The Box Limited is incorporated in Gibraltar (Company Number: 102568), registered office: Montagu Pavilion, 8-10 Queensway, Gibraltar.

## Definitions

Wherever the following words and phrases appear in **your policy** they will have the meaning given below unless stated otherwise.

<b>Accessories</b>	The parts of <b>your car</b> which are not directly related to how it works as a vehicle - these include in-car entertainment, such as radios.
<b>Black box</b>	A telematics device fitted to <b>your car</b> which provides data to <b>us</b> based on the use of <b>your car</b> .
<b>Bonus Miles</b>	<b>Bonus Miles</b> are additional <b>miles</b> awarded by insurethebox to encourage and reward safe <b>driving</b> . Details of how <b>you</b> could earn up to 100 <b>Bonus Miles</b> each month can be found in <b>Your Portal</b> at <a href="http://www.insurethebox.com/customer-portal/">www.insurethebox.com/customer-portal/</a>
<b>Certificate of Motor Insurance</b>	A document which evidences that <b>you</b> have the insurance required by law, showing who can drive <b>your car</b> and for what purposes it can be used.
<b>Driving</b>	<b>Driving</b> a motor vehicle and/or being in charge of a motor vehicle for the purpose of <b>driving it</b> .
<b>Endorsement</b>	A clause which changes the terms of <b>your policy</b> . Any <b>endorsements</b> are shown in <b>your Schedule</b> .
<b>Excess(es)</b>	The amount <b>you</b> will have to pay towards any claim. <b>Your Schedule</b> shows the amount of <b>excess</b> applicable for each driver and any other <b>excesses</b> due. <b>You</b> are responsible for the <b>excess</b> even if the incident is not <b>your</b> fault.
<b>Insurer(s)</b>	<p>All sections of this <b>policy</b> except Section 11: Aioi Nissay Dowa Insurance Company of Europe SE. Registered in Luxembourg (Company Number: SE000119) at 283 Route d'Arlon, L-8011 Strassen, Luxembourg. UK Branch: 7th Floor, 52-56 Leadenhall Street, London, EC3A 2BJ. Authorised and regulated by Le Commissariat aux Assurances. Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website.</p> <p>For Section 11 of this <b>policy</b> (Uninsured Loss Protection): Brit Syndicate 2987 at Lloyd's managed by Brit Syndicates Limited (BSL) (Company number: 00824611 and Financial Services Register number: 204930). BSL's liability is several and they are liable for their proportion of liability of Section 11 and have no liability for any other <b>insurer's</b> proportion. BSL is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. The <b>insurer</b> has authorised ARAG plc, registered in England number 02585818, registered address; 9 Whiteladies Road, Clifton, Bristol BS8 1NN; to administer the insurance under Section 11 which is written under unique market reference B0356KA233D12A000 or replacement thereof. ARAG plc is authorised and regulated by the Financial Conduct Authority (Financial Services Register number: 452369).</p>
<b>Main driver</b>	The person who drives <b>your car</b> most of the time, whether for social purposes or for travel to and from a place of business, duty or study.
<b>Market value</b>	The cost of replacement with one of the same make, model and specification, taking into account the age, mileage and condition where applicable.
<b>Miles</b>	The distance travelled by <b>your car</b> and recorded by the <b>black box</b> fitted to <b>your car</b> , which can be viewed in <b>Your Portal</b> at <a href="http://www.insurethebox.com/customer-portal/">www.insurethebox.com/customer-portal/</a>
<b>Period of Policy Cover</b>	The length of time covered by this <b>policy</b> , as shown in the <b>Schedule</b> , and any further period the cover is renewed for.
<b>Policyholder</b>	The individual whose name is shown on the <b>Schedule</b> and the <b>Certificate of Motor Insurance</b> .
<b>Policy</b>	<b>Your Statement of Fact</b> , this document, <b>your Schedule</b> and any <b>endorsements</b> on it and <b>your Certificate of Motor Insurance</b> .
<b>Policy Miles</b>	<b>Policy Miles</b> are the number of <b>miles</b> upon which <b>your</b> annual <b>premium</b> is based, as shown on <b>your Schedule</b> .

<b>Premium</b>	The amount of money that <b>you</b> pay for <b>your policy</b> , as shown on <b>your Schedule</b> (Note: This does not include any charges levied by <b>us</b> in <b>our</b> Terms and Conditions).
<b>Road Traffic Acts</b>	Any Acts, laws or regulations, which govern the <b>driving</b> or use of any motor vehicle in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.
<b>Schedule</b>	The latest document which confirms the: <ul style="list-style-type: none"> <li>• <b>period of policy cover</b></li> <li>• name of the <b>policyholder</b></li> <li>• <b>sections</b> of this <b>policy</b> which apply, and</li> <li>• <b>endorsements</b>, if any, which vary the terms and conditions of this <b>policy</b>.</li> </ul>
<b>Statement of Fact</b>	The latest document which confirms all the details supplied by <b>you</b> or someone on <b>your</b> behalf.
<b>Territorial Limits</b>	<b>Your policy</b> applies in Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man and the Channel Islands. This includes while <b>your car</b> is being transported between them.
<b>Terrorism</b>	<b>Terrorism</b> means any act or acts including but not limited to: <ul style="list-style-type: none"> <li>• the use or threat of force and/or violence and/or</li> <li>• harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear, chemical, biological and / or radiological means, when any such act is committed by any person(s) or group(s) of people in whole or in part for political, religious, ideological or similar purposes, or is claimed to be committed in whole or in part for such purposes.</li> </ul>
<b>Top Up Miles</b>	<b>Top Up Miles</b> are additional <b>miles you</b> can buy if <b>you</b> need to drive further than <b>your Policy Miles</b> .
<b>We, Our, Us</b>	Insure The Box Limited (unless otherwise stated) acting on the authority granted by the <b>insurer</b> , and as an arranger and administrator of this insurance on the <b>insurer's</b> behalf.
<b>You, Your</b>	The person named as the <b>policyholder</b> in the <b>Schedule</b> and <b>Certificate of Motor Insurance</b> .
<b>Your car</b>	Any car described in the <b>Schedule</b> (including <b>accessories</b> and spare parts specifically designed to be fitted to <b>your car</b> , which are kept in <b>your car</b> or locked in <b>your</b> private garage) and for which <b>we</b> have issued a <b>Certificate of Motor Insurance</b> .  In Sections 3 and 11 of <b>your policy</b> it also includes a trailer, caravan or broken-down motor vehicle while attached to <b>your car</b> for towing.

## Important terms of your policy

When **you** buy **your** insurance from **us**, **we** issue **you** with a **Certificate of Motor Insurance** (on behalf of the **insurer**) and the **insurer** provides cover to **you** subject to the terms of **your policy** for the **period of policy cover**.

**Your** cover is connected to the **miles you** drive. **You** pay for a set number of **Policy Miles** which are measured by a **black box** fitted to **your car**.

If **you** use up all **your Policy Miles** before the end of the **period of policy cover**, **you** can buy more **miles**, known as **Top Up Miles**. **You** can buy **Top Up Miles** in bundles of 250, 500, 1,000 or 2,000 **miles** at any time during the term of **your policy**. **Top Up Miles** will be charged at **your** cost per mile rate.

**You** can also increase **your miles** by earning **Bonus Miles**, which are awarded for safe **driving**. The **black box** will record the following information about **your driving** and the location of **your car**, including but not limited to:

- the time of day **you** drive
- the speed **you** drive at on different sorts of roads
- the location of **your car** both when it is moving and when it is stationary
- how smoothly **you** drive
- if **you** take breaks on long journeys
- **your** motorway mileage
- **your** total mileage.

If **your car** is being used by any driver and is covered by any other insurance policy then any **miles** driven in **your car** will still be deducted from **your** overall **miles** and any **driving** data collected will be used to assess **your driving** behaviour and determine how safely **your car** has been driven, for example, by calculating **your Bonus Miles** and identifying any breach of the Excessive Speed condition. **You** must ensure that any driver **driving your car** is made aware that the **driving** data will be used in line with our Privacy Policy and will be available to view on **Your** Portal and may affect **your policy** in the future.

If **you** have not used all **your miles** when **your policy** is due to be renewed, then any unused **Top Up** and **Bonus Miles** will be credited to **your** overall **miles** for the next **period of policy cover**. Any of the original **Policy Miles** that are unused will not be credited to the next **period of policy cover**, and there is no financial exchange for any unused **miles**.

When **you** renew **your policy**, **you** will receive a new allocation of **Policy Miles**. Any **Top Up** and **Bonus Miles** that have been rolled over into the next **period of policy cover** will be used first before the new **Policy Miles**. If **you** exceed **your Policy Miles** at any time and do not purchase **Top Up Miles** or receive **Bonus Miles** **your policy** will be cancelled.

Please note that although **you** can start earning **Bonus Miles** immediately **you** will not be able to see them on **Your** Portal until a month and seven days after **your policy** has started.

Only the **policyholder** and any people listed under Section 5 of **your** current **Certificate of Motor Insurance** may drive **your car**.

This **policy** does not provide cover for **you** or any people listed under Section 5 of **your** current **Certificate of Motor Insurance** to drive other vehicles.

## Changes to your insurance

**You** must tell **us** as soon as practicably possible about any changes to the information that **you** have provided which is detailed in **your Statement of Fact, Schedule** and **Certificate of Motor Insurance**.

The following are some examples of the changes (this is not an exhaustive list) **you** must tell **us** about:

- a change of **your car** (including additional cars) or a change of its registration mark
- all changes **you** or anyone else make to **your car** if these mean the vehicle is different from the manufacturer's standard specification (whether the changes are mechanical or cosmetic)
- a change of address

- a change of garaging arrangements
- a change of job, including any part-time work by **you** or other drivers, or a change in the type of business or having no work
- a change in the use of **your car**
- a change to the **main driver of your car**
- a change in the **driving** licence conditions of any driver on the **policy**
- details of any driver **you** have not told **us** about before, or who is excluded by the **Certificate of Motor Insurance**, but who **you** now want to drive
- details of any motoring convictions, disqualifications or fixed penalty motoring offences or of any pending prosecutions for any motoring offences of any person allowed to drive
- details of any accident or loss (whether or not **you** make a claim) involving **your car**, or that occurs while **you** are **driving** another of **your** own or anyone else's cars
- details if **you**, or any other person allowed to drive **your car**, suffers from a condition notifiable to the DVLA and **you** have not told the DVLA about it, or any condition for which the DVLA have restricted the **driving** licence. If **you** are in any doubt whether the condition is notifiable **you** should ask the DVLA.

If **you** don't tell **us** about any changes, **the insurer** may not be able to cover **you** if **you** need to make a claim, and in certain circumstances **your policy** could be cancelled by **us** or the **insurer**.

**We** may apply a fee for certain changes to **your policy**, in addition to any **premium** charged by the **insurer**. Please refer to **our** Terms and Conditions for the level of any charge.

Need to make a change to **your policy**?

Call: 0333 103 0000

For joint protection and for training purposes telephone calls may be recorded and/or monitored.

## Black box installation

When **you** take out **your policy**, **we** will contact **you** to arrange for a **black box** to be fitted to **your car**. Provided **your policy** is not cancelled there is no additional cost to **you** for:

- the **black box**
- fitting the **black box**
- retrieving data from the **black box**.

**Our** aim is for the **black box** to be fitted within 14 days of **you** arranging a **policy** with **us**, or changing **your car**. The **black box** can be fitted at **your** home or place of work, providing it is safe to fit it at the proposed place. **We** reserve the right to choose an alternative site near **your** home or place of work if necessary. **We** will agree a mutually convenient time for the fitting.

**We** reserve the right to cancel **your policy**, providing **we** follow the procedure defined in Section 12.6 if **you** do not co-operate in having the **black box** fitted to **your car** within 14 days of **you** arranging **your** cover with **us**, or changing **your car**.

In the event of the **black box** developing a fault, **we** will notify **you** and arrange with **you** a mutually convenient time for a replacement **black box** to be fitted. **You** must give **us** access to **your car** within 7 days of being notified of the fault or, where there are exceptional circumstances that prevent **you** from doing so, within a reasonable time.

If **we** ask, **you** must also allow **us**, or **our** approved supplier to retrieve the **black box** from **your car** in the event that **your policy** is cancelled or **you** do not renew **your policy**.

It is **your** responsibility to ensure that **you** have the agreement of any co-owner, hire purchase company, or other person that has a legal interest in **your car**, to having a **black box** fitted in **your car** before the **black box** is installed. The installation will not affect any car warranty.



## Excessive Speed

Each month **we** publish a summary of **your driving** performance on **Your Portal**. If **you** persistently receive a RED score for speeding during the **period of policy cover** and **we** have given **you** due warning, **we** reserve the right to cancel **your policy**, providing **we** follow the procedure defined in Section 12.6

If **you** or any driver exceeds the speed limit by travelling at:

- a) 60mph or more in a 30mph or lower speed limit; or
- b) 70mph or more in a 40mph speed limit; or
- c) 80mph or more in a 50mph speed limit; or
- d) 90mph or more in a 60mph speed limit; or
- e) 100mph or more in a 70mph speed limit

**we** reserve the right to cancel **your policy**, providing **we** follow the procedure defined in Section 12.6.

## Automatic renewal

To make renewal easier for **you**, **your policy** will be renewed automatically using the payment details **you** have previously given, providing **your** card/instalment details allow this and **you** have given **us** permission to do so.

**We** will only automatically renew **your policy** after issuing **you** with a renewal notice approximately 21 days before the end of **your policy**. If **you** do not want **us** to automatically renew **your** cover, **you** must contact **us** more than 3 days before **your** renewal date and advise **us** accordingly. If **you** are not the card or account holder **you** must ensure that the card/account holder has agreed to make the renewal payment and **you** must tell them of any changes to the amount. **Your** renewal payment will be taken from **your** account 3 days before the renewal date. Please check **your** renewal notice for further details when it is available to **you**.

## Accident Alert

An additional benefit of the **black box** is that if **you** are involved in an accident, an alert message may be sent to **us** by the **black box** and, provided **your car** isn't moving, **we** will try to contact **you** by telephone. **We** will aim to take the actions necessary to get **you** on **your way** or, if it is not safe to drive **your car**, **we** will arrange for **your car** to be taken for repair. If **we** cannot contact **you**, **we** will attempt to make contact using the alternative number supplied by **you**. Please ensure that the telephone numbers **you** provide are current and valid. If **you** need to make a claim please call **us** on **0333 103 0030**.

It is important that **you** do not assume that **we** will contact **you**, or any emergency services, after an incident has occurred. While **we** will endeavour to make contact with **you**, and, if **we** think it necessary, the emergency services, **you** should take all appropriate steps to protect **your** safety and report any incident to the appropriate emergency services.

It is also important not to assume that **we** are aware of any incident. **You** must still contact **us** to report any circumstances that could lead to a claim being made on **your policy** (please see Section 12.3 for more details).

## How to contact us

To top up **your miles**, please go to [www.insurethebox.com/customer-portal/](http://www.insurethebox.com/customer-portal/) and log into **Your Portal**. If **you** need to contact **us** please use one of the following numbers.

To make a change to <b>your policy</b> or to top up <b>your miles</b>	0333 103 0000
To report a motor accident or theft, or to make a claim	0333 103 0030
To make a windscreen claim	0330 022 9449

## Section 1 Accidental damage

### What is covered

If **your car** is damaged or suffers loss by accident, the **insurer** will at its choice either:

- pay the cost of repairs to **your car**, if **your car** is economically repairable less any required **excess**, or
- make a cash payment of the **market value** of **your car** at the time of the damage or loss less any required **excess** if it is not economical to repair **your car**.

## Section 2 Fire and theft

### What is covered

If **your car** suffers loss or damage by fire, lightning, explosion, theft or attempted theft, the **insurer** will at its choice either:

- pay the cost of repairs to **your car**, if **your car** is economically repairable less any required **excess**, or
- make a cash payment of the **market value** of **your car** at the time of the damage or loss less any required **excess** if:
  - it is not economical to repair **your car**, or
  - if **your car** is stolen but not recovered.

### What is not covered under Sections 1 and 2

- wear and tear, **your car** losing value after or because of repairs, or for any repairs which improve **your car** beyond its condition before the loss or damage happened
- loss or theft of any **car** keys or lock transmitters, and the resultant cost of replacing any alarms or security devices including the ignition and/or car locks following that loss
- mechanical, electrical, electronic or computer failures, breakdowns or breakages including as a result of the use of incorrect fuel
- damage to **your** tyres caused by braking, punctures, cuts or bursts
- more than the manufacturer's latest list price of any part or accessory as at the date of repair
- loss or damage to **your car** caused directly by pressure waves from aircraft and other aerial devices travelling at sonic or supersonic speeds
- loss of use of **your car** or any other indirect loss
- loss of or damage to **your car** by theft or attempted theft if **your car** has been left unlocked and unattended, or the keys have been left in or on **your car** or with a window or the roof open
- loss of or damage to **your car** caused by or resulting from deception, fraud or trickery, including when **you** are offering **your car** for sale
- loss of or damage to **your car** where **your car** is driven or used without **your** permission by a member of **your** family or household or someone in a close personal relationship with **you** or a member of **your** household unless **you** report the person to the police for taking **your car** without **your** consent and no subsequent statement is made indicating that such a person did in fact have **your** permission
- loss or damage to **your car** as a result of a deliberate act caused by **you** or any driver covered to drive **your car** including, but not limited to:
  - **driving** over the legal limit for alcohol;
  - **driving** under the influence of drugs whether prescribed or otherwise;
  - **driving** and subsequently failing to provide a sample of breath, blood or urine when required to do so, without lawful reason;
  - racing formally or informally against another motorist.
- loss or damage to **your car** caused by any government, public or local authority legally removing, keeping or destroying **your car**.

## How the insurer will deal with your claim – Sections 1 and 2

### Payment of premium

If **you** make a claim and **you** have not paid all **your premium**, any unpaid **premium** may be deducted from any claim settlement made to **you**.

### Repairs

If **your car** has suffered loss or damage, or been stolen, the **insurer** will at its choice either:

- pay the cost of repairs to **your car**, if **your car** is economically repairable less any required **excess**, or
- make a cash payment of the **market value** of **your car** at the time of the damage or loss less any required **excess** if it is not economical to repair **your car** or if **your car** is stolen but not recovered.

Any repairs to **your car** undertaken by one of **our** approved UK repairers are subject to the following guarantees:

- the bodywork, paintwork and labour will be guaranteed for 4 years, and;
- the replacement parts used will be covered for the duration of the manufacturer's guarantee.

These guarantees will remain in place for as long as **your car** remains owned by **you**.

The **insurer** may decide to repair **your car** with parts which have not been made by **your car's** manufacturer but which are of a similar standard, including recycled parts.

If **you** make a claim for loss or damage to **your car**, the **insurer** will only pay the cost of replacing parts needed for **your car** to meet the manufacturer's standard specification (including extras fitted by the manufacturer) unless any non-standard parts have been agreed by **us**.

If any lost or damaged parts are no longer available, the **insurer** will only pay the cost shown in the manufacturer's latest price guide, together with fitting costs.

Repairs may be undertaken by a repairer of **your** choice, but this may lead to a delay in arranging the repair of **your car** and **we** will not be able to provide **you** with a temporary replacement car or guarantee the repairs. If **you** choose to do this, please contact **us** first so that **we** can agree costs.

The most the **insurer** will pay will be the **market value** of **your car** at the time of the loss or damage, less any **excess**.

**Your excess** will be waived if the loss or damage is another party's fault, and it is more likely than not that the **insurer** will recover any amount it pays for **your** claim, in full, from the other party.

If **you** cannot drive **your car** as a result of damage covered under this **policy**, the **insurer** will pay the costs of:

- protecting **your car** and removing it to **our** nearest approved repairers; and
- delivering **your car** back to **your** address in the British Isles after the repairs have been completed.

If **your car** belongs to someone else, or is the subject of a hire purchase or leasing agreement, any payments may be made to the legal owner. The **insurer's** liability under this **policy** will then be complete.

### Recovery of your car following an accident

If **your car** is not safe to drive after an accident and **we** have not already made contact with **you**, please telephone **us** on **0333 103 0030** and **we** will arrange for someone to assist **you**. If **your car** cannot be made roadworthy within a reasonable time, **we** will arrange to take it to **our** approved repairer at no cost to **you**.

**We** can arrange to take **your car** to a repairer of **your** choice at **your** expense, but this may lead to a delay in arranging the repair of **your car** and **we** will not be able to provide **you** with a temporary replacement car or guarantee the repairs.

**Our** employees and contractors will use all reasonable care and skill when providing the accident recovery service. However, they can refuse to provide services (or cancel them) if, in their reasonable opinion, **your** demands are excessive, unreasonable or impractical.

## New car replacement

If, within one year of registration as new in **your** name, **your car** is:

- damaged such that repairs will cost more than 60% of the manufacturer's list price including extras fitted by the manufacturer plus taxes when the damage happened, or
- stolen and not recovered

and such loss or damage is covered under this **policy** and **we** have the agreement of any co-owner, hire purchase company, or other person that has legal interest in **your car** then the **insurer** will pay for **your car** to be replaced with a new car of the same make, model and specification if one is available in the United Kingdom. The car will then become the **insurer's** property.

If a suitable replacement car is not available, the claim will be settled by one of the other options referred to in the 'How the **insurer** will deal with **your** claim' section of this document.

## In-car entertainment, phone and satellite navigation equipment

The **insurer** will pay for loss or damage to in-car entertainment, phone and satellite navigation equipment:

- up to the **market value** of the equipment if it is permanently fitted to **your car** and part of the manufacturer's standard specification, and
- up to £250 for any other equipment.

## Child car seats

If **you** have a child car seat (or seats) in **your car** and **your car** is involved in an accident that results in impact damage to it, the **insurer** will pay to replace each child car seat with a new one of the same quality up to a maximum value of £300 per accident.

## Excesses that apply

If **your Schedule** shows that **you** have to pay an **excess** or **excesses**, **you** must pay the first part of any claim up to the total amount of all the **excesses** that apply.

## Temporary replacement car

If the loss or damage to **your car** is covered by this **policy**, and **you** use the approved UK repairer of **our** choice, **you** will receive a temporary replacement car while repairs to **your car** are being carried out, provided that one is available.

Temporary replacement cars are usually small cars with a manual gearbox (typically a one litre hatchback or similar). A temporary replacement car is not intended to be an exact replacement for **your car**.

All temporary replacement cars will have comprehensive cover under **your** existing **policy**, including any **policy excesses**, for the period of the loan, regardless of what level of cover **you** have for **your car**. (Please note that a temporary replacement car cannot be provided until **your** claim has been accepted and cover has been confirmed).

The **miles you** drive in the temporary replacement car will not be debited from **your** overall **miles**.

While **you** have the temporary replacement car **you** will be liable for any fines for any parking or **driving** offences, congestion, tolls or road pricing charges and any additional costs for non-payment of these charges. **You** will need to produce an appropriate credit or debit card to the approved repairer to cover these costs.

**You** must return the temporary replacement car when the approved UK repairer or **we** ask **you** to do so for any valid reason or if this **policy** expires and **you** do not renew it.

Please note temporary replacement cars are only available when **your car** is being repaired by one of **our** approved UK repairers. Temporary replacement cars are not available if **your car** has been stolen and has not been recovered, or is not repairable. Temporary replacement cars are not available outside of the United Kingdom.

## Section 3 Liability to other people

### What is covered

If **we** appoint a solicitor to represent **you**, the **insurer** will pay all sums for which **you** are legally responsible:

- following the death of, or bodily injury to, other people and
- up to £20,000,000 (in total) for damage to their property

as a result of any accident involving **your car** or a car provided to **you** under the insurethebox approved repairer scheme.

The limit of £20,000,000 comprises:

- up to £15,000,000 for damage to property belonging to other people; and
- up to £5,000,000 for legal costs relating to dealing with a claim in relation to property belonging to other people.

If **you** wish to arrange for **your** own representation then **you** must obtain **our** prior written consent. Without this, these costs may not be covered by **your policy**.

### Other people

**Your policy** also covers:

- any person **driving** or using **your car** with **your** permission, as long as this is allowed by **your Certificate of Motor Insurance**
- any passenger travelling in or getting into or out of **your car**
- the employer or business partner of any person who is **driving** or using **your car** for their business, as long as this is allowed by **your Certificate of Motor Insurance**, and
- the legal representative of any person who has died who would have been entitled to protection under this section.

### What is not covered

- death or bodily injury to any employee arising out of, or in the course of, their employment even if the death or injury is caused by anyone insured by this **policy**. However, the **insurer** will provide, where required to do so by legislation, the minimum cover to comply with such legislation
- any amount where the legal responsibility is covered by any other insurance
- loss of, or damage to, any property which belongs to, or is in the care of, any person who is claiming under this section
- any amount for legal responsibility, loss or damage when **your car** is being used in the operational boundaries of any airport, aerodrome or airfield, foreign military base, embassy or consulate except when the **insurer** has to meet the requirements of the **Road Traffic Acts**
- any amount for legal responsibility, loss or damage when **your car** is being repaired whilst not on a road or other public place
- loss of, or damage to, any property as a result of racing formally or informally against another motorist, or a deliberate act caused by **you** or any driver covered to drive **your car**.

### Legal costs

The **insurer** will pay the legal costs if **we** appoint a solicitor to represent **you** at a:

- coroner's inquest
- fatal accident enquiry
- magistrates court (including a court of similar jurisdiction in any country within the **territorial limits**).

And also for defence of any legal proceedings relating to the following circumstances where the incident is covered by this **policy**:

- charges of manslaughter
- causing death by dangerous or reckless **driving**.

The **insurer** will also pay:

- any other costs and expenses by **our** appointed solicitor and their appointed agents; and
- charges set out in the **Road Traffic Acts**.

If **you** wish to arrange for **your** own representation at any of the above then **you** must obtain **our** prior written consent. Without this, these costs may not be covered by **your policy**.

### Emergency treatment charges

If **you** are involved in an accident and receive treatment from the emergency services then the **insurer** will pay for any cost of that treatment stipulated in the **Road Traffic Acts**. If this is the only payment made under **your policy**, it will not affect **your** No Claim Discount entitlement.

## Section 4 Use by the motor trade, hotels and car parks

The **insurer** will give **you** the cover under Section 1, Accidental Damage, and Section 2, Fire and Theft, but will not apply any **driving** and use restrictions or any **excess** while **your car** is in the custody and control of:

- a member of the motor trade for service, repair or MOT testing, or
- a hotel, restaurant, car park or similar commercial organisation for parking purposes.

Under these circumstances, any **miles** driven in **your car** will be deducted from **your** overall **miles** and any **driving** data collected will be used to assess **your driving** behaviour and determine how safely **your car** has been driven, for example, by calculating **your Bonus Miles** and identifying any breach of the Excessive Speed condition. **You** must ensure that any driver **driving** under this section is made aware that the **driving** data will be used in line with our Privacy Policy and will be available to view on **Your** Portal. It may also affect **your policy** in the future.

## Section 5 Glass in windscreens, sunroofs or windows

(or for any scratching of the bodywork as a result of broken glass from your car)

### What is covered

**You** must notify **us** on **0330 022 9449** before any work is carried out under this section.

If **you** use **our** approved glass repairer and **your** claim is for loss of, or damage to, the glass in **your car's** windscreen, sunroof or windows, the **insurer** will pay the cost of repairing or replacing it. The **insurer** will also pay for any repair to the bodywork of **your car** that has been damaged by broken glass from **your car**.

The **insurer** may decide to repair **your car** with parts which have not been made by **your car's** manufacturer but which are of a similar standard.

If **you** make a claim under this section, **your** No Claim Discount will not be affected.

## What is not covered

- replacement - **you** will have to pay the glass replacement **excess** shown in **your Schedule**
- repair - if the glass is repaired rather than replaced then **you** will have to pay the glass repair **excess** shown in **your Schedule**
- if **you** choose not to use **our** approved glass repairer the most the **insurer** will pay under this section will be £200 for replacement or £50 for repair less any **excess** which applies
- loss of use of **your car**
- more than the manufacturer's latest list price of any part or accessory as at the date of repair
- the costs of importing parts or **accessories** or storage costs caused by delays where parts or **accessories** are not available from current stock in the United Kingdom
- damage to **your car** as a result of a deliberate act caused by **you** or any driver covered to drive **your car**
- repair or replacement of any glass that is part of a removable or folding convertible roof
- repair or replacement of any windscreens or windows not made of glass.

## Section 6 Using your car abroad

### European Union/ EEA compulsory insurance

**Your** policy provides the minimum compulsory insurance in the countries listed below. Please note that this minimum compulsory insurance does not provide the same level of cover as **your policy**.

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

If **you** wish to drive abroad, **you** must ensure that **you** have any documentation required to evidence insurance. If the United Kingdom leaves the European Union and **you** travel to any of the countries listed above after that happens, **you** may need a Green Card in addition to **your Certificate of Motor Insurance** to evidence **you** hold the minimum compulsory insurance. Please check **our** Help Centre for the up to date position at [www.insurethebox.com/help/category/brexit/](http://www.insurethebox.com/help/category/brexit/)

### Extended European cover

In addition, the full benefits of this **policy** apply in the countries in the list above, including when **your car** is being transported, provided that **your car** is:

- registered with the DVLA and normally kept in England, Scotland or Wales
- not kept abroad for more than 90 days consecutively.

Please note temporary replacement cars are not available abroad and repairs undertaken abroad are not guaranteed as they are not carried out by **our** approved network of repairers.

As part of a valid claim under Section 1 or Section 2 of this **policy** the **insurer** will pay the costs of recovering **your car** if it is not driveable, and of returning **your car** back to the UK, if required.

If **your car** suffers loss or damage in any foreign country that the **insurer** has agreed to provide cover for, **you** may be charged customs duty. This customs duty will be refunded if a valid loss or damage claim is made by **you**.

### Using your car in any other countries

If **you** want to use **your car** in countries not included in the list above then **you** must obtain separate cover before **you** enter that country as cover under this **policy** will not apply.

## Section 7 Personal accident benefits

### What is covered

If **you**, **your** husband, wife, common law partner or civil partner are accidentally injured in any car, or getting into or out of any car, and if within 90 days, independently of any other cause, the injury results in:

- death
- permanent loss of any limb above the wrist or ankle or
- the complete and irrecoverable loss of sight in one or both eyes

the **insurer** will pay up to £7,500 to the injured person or their legal representative.

### What is not covered

- more than £7,500 per person during any one **period of policy cover**
- if **you** or **your** husband, wife, common law partner or civil partner has more than one **policy** with the **insurer**, it will only pay the benefit under one **policy**
- injury or death to any person not wearing a seat belt when they must do so by law
- injury or death resulting from a deliberate act, suicide or attempted suicide
- where the driver of **your car** has been **driving** illegally due to reckless or dangerous **driving**; or exceeding the legal limit of alcohol or under the influence of drugs whether prescribed or otherwise at the time of the accident.

## Section 8 Medical expenses

### What is covered

The **insurer** will pay up to £200 for each person for any medical expenses resulting from an accident while travelling in **your car**.

**Your excess** will not apply to this section.

### What is not covered

- if **you** or **your** husband, wife, common law partner or civil partner has more than one **policy** with the **insurer**, it will only pay the benefit under one **policy**
- where the driver of **your car** has been **driving** illegally due to reckless or dangerous **driving**; or exceeding the legal limit of alcohol or under the influence of drugs whether prescribed or otherwise at the time of the accident.

## Section 9 Personal belongings

### What is covered

The **insurer** will pay up to £150 for personal belongings in **your car** if lost or damaged due to accident, fire, theft or attempted theft. **We** may require proof of purchase or evidence of ownership to support **your** claim.

**Your excess** will not apply to this section.

### What is not covered

- theft, or attempted theft, of personal belongings if **your car** has been left unlocked and unattended, or the keys have been left in or on **your car** or with a window or roof open
- the theft of personal belongings unless kept out of sight in the locked boot or glove compartment of **your car** or unless the theft occurs whilst **you** are in the car
- money, stamps, tickets, documents, vouchers or securities
- goods, tools, samples or equipment carried in connection with any trade or business
- property covered under any other insurance.



## Section 10 No Claim Discount

If **you** have made no claims in the **period of policy cover**, **you** will be eligible for a No Claim Discount, or for an increase in **your** No Claim Discount, when **you** renew **your** policy.

The level of **your** No Claim Discount is based upon the number of consecutive years that **you** have had cover and the number of claims that have been made during that time.

If **you** make one or more claims during the **period of policy cover**, at **your** next renewal **your** No Claim Discount will be reduced to the number of years specified in the following scale:

Number of years No Claim Discount held at your purchase / renewal date	No Claim Discount at next renewal date <u>without</u> NCD Protection			No Claim Discount at next renewal date <u>with</u> NCD Protection		
	1 claim in next 12 months	2 claims in next 12 months	3 claims in next 12 months	1 claim in next 12 months	2 claims in next 12 months	3 claims in next 12 months

**For all New Business customers, and for Renewing customers who have had no claims within the past four periods of continuous policy cover with us**

1 year NCD held	Nil years	Nil years	Nil years	Unaffected	Unaffected	Nil years
2 years NCD held	1 year	Nil years	Nil years	Unaffected	Unaffected	Nil years
3 years NCD held	2 years	1 year	Nil years	Unaffected	Unaffected	Nil years
4 years NCD held	3 years	2 years	Nil years	Unaffected	Unaffected	Nil years
5 years NCD held	4 years	3 years	Nil years	Unaffected	Unaffected	Nil years
6 years + NCD held	4 years	4 years	Nil years	Unaffected	Unaffected	Nil years

**For all Renewing customers who have had a claim within the past four periods of continuous policy cover with us**

1 year NCD held	Nil years	Nil years	Nil years	Unaffected	Nil years	Nil years
2 years NCD held	1 year	Nil years	Nil years	Unaffected	1 year	Nil years
3 years NCD held	2 years	1 year	Nil years	Unaffected	2 years	Nil years
4 years NCD held	3 years	2 years	Nil years	Unaffected	3 years	Nil years
5 years NCD held	4 years	3 years	Nil years	Unaffected	4 years	Nil years
6 years + NCD held	4 years	4 years	Nil years	Unaffected	4 years	Nil years

Note:

- No Claim Discount protection is only available to renewing customers
- renewing customers are ineligible for No Claim Discount protection if they have had 2 or more claims within the past four periods of continuous **policy** cover with **us**.

The following claims will not reduce **your** No Claim Discount:

- any payment for emergency treatment charges under Section 3 (Liability to other people)
- any payment made under Section 5 (Glass in windscreens, sunroofs or windows)
- any claims where **you** are not at fault, provided the **insurer** has recovered its outlay in full
- any claims made under Section 11 (Uninsured Loss Protection)

**You** cannot transfer **your** No Claim Discount to anyone else. If **you** insure more than one car through **us**, the No Claim Discount is earned separately for each car.

The application of **your** No Claim Discount may not necessarily result in a decrease in **your** premium.

## Section 11 Uninsured Loss Protection

This section of **your policy** will help **you** if an event which is another party's fault:

- damages **your car** and/or personal property in or on it, and/or
- injures or kills the **insured** whilst in **your car**.

This section pays **your** legal costs to claim back losses which are not otherwise covered by this **policy** from someone who has caused an accident that results in damage to **your car** or injury.

This section will not pay compensation. **We**, or a legal expert appointed by **us**, will seek to:

- obtain compensation from the person responsible if **you** or **your** passengers have been injured
- claim back other losses such as **your policy excess**, replacement vehicle hire costs, travelling expenses, loss of earnings or damage to personal effects.

### Definitions

Throughout Section 11 of this **Policy** Document certain words and terms are printed in bold. These have the meaning set out below (and are in addition to any definitions previously shown):

<b>Appointed Advisor</b>	The solicitor or other advisor appointed by <b>us</b> to act on behalf of the <b>insured</b> .
<b>Collective Conditional Fee Agreement</b>	A legally enforceable agreement entered into on a common basis between the <b>appointed advisor</b> and <b>us</b> to pay his or her professional fees on the basis of "no-win no-fee"
<b>Conditional Fee Agreement</b>	A legally enforceable agreement entered into between the <b>insured</b> and <b>appointed advisor</b> for paying their professional fees on the basis of "no-win no-fee"
<b>Insured</b>	<b>You</b> and any driver or passenger in <b>your car</b> with <b>your</b> permission
<b>Insurer</b>	Brit Syndicate 2987 at Lloyd's (written under unique market reference B0356KA233D12A000 or replacement thereof).
<b>Legal Costs &amp; Expenses</b>	<ul style="list-style-type: none"><li>• Reasonable legal costs, fees and disbursements reasonably and proportionately incurred by the <b>appointed advisor</b> on the Standard Basis, and agreed in advance by <b>us</b> or Fixed Recoverable Costs. The term "Standard Basis" can be found within the Court's Civil Procedure Rules Part 44.</li><li>• Other side's costs and disbursements where the <b>insured</b> has been ordered to pay them or pays them with <b>our</b> agreement.</li></ul>
<b>Reasonable Prospects of Success</b>	This means that it is always more likely than not that: <ul style="list-style-type: none"><li>• the <b>insured's</b> claim or appeal will be successful, and</li><li>• any judgment being sought by the <b>insured</b> will be enforced</li></ul>
<b>Small Claims Court</b>	A court in England & Wales that hears a claim falling under the small claims track in the County Court as defined by Section 26.6 (1) of the Civil Procedure Rules 1999; a court in Scotland that uses the simple claims procedure as set out by the Courts Reform (Scotland) Act 2014, a court in Northern Ireland where the sum in dispute is less than £3,000 or the equivalent jurisdiction in the territorial limit where the <b>policy</b> applies.
<b>Territorial Limits</b>	The United Kingdom, Channel Islands, Isle of Man, Norway, Switzerland and countries in the European Union.
<b>We/Us/Our</b>	ARAG plc who is authorised under a binding authority agreement to administer this insurance on behalf of the <b>insurer</b> , Brit Syndicate 2987 at Lloyd's.

## What is covered

The **insurer** will pay the **insured's legal costs & expenses** up to £100,000 (for all claims arising from or relating to the same original cause including the cost of appeals) subject to all the following requirements being met:

- a) the accident happens in the **territorial limits**
- b) the claim
  - always has **reasonable prospects of success**
  - is reported to **us**
    - during the **period of policy cover**
    - as soon as practicably possible after the accident
- c) unless there is a conflict of interest, the **insured** always agrees to use the **appointed advisor** chosen by **us** in any claim:
  - to be heard by the **small claims court**, and/or
  - before proceedings need to be issued
- d) the claim falls under the jurisdiction of a court or the Motor Insurers' Bureau and in the **territorial limits**
- e) the **insured** enters into a **conditional fee agreement** (unless the **appointed advisor** has entered into a **collective conditional fee agreement**) where legally permitted.

## What is not covered

The **insurer** will not cover any claim arising from or relating to:

- **legal costs & expenses** incurred before **we** accept a claim or without **our** written agreement
- a contract
- defending any claim other than appeals against **you** (**your motor insurer** may help with this)
- an accident that happens before the start of cover under this section
- fines, penalties or compensation awarded against the **insured**
- a group litigation order.

## Conditions

Where the **insurer's** risk is affected by the **insured's** failure to keep to any **policy** condition, the **insurer** may cancel **your policy**, refuse a claim or withdraw from an ongoing claim. The **insurer** also reserves the right to claim back **legal costs & expenses** from the **insured** if this happens.

### 1. The insured's responsibilities

An **insured** must:

- a) tell **us** immediately of anything that may make it more costly or difficult for the **appointed advisor** to claim back losses
- b) cooperate fully with **us**, give the **appointed advisor** any instructions **we** require, keep them updated with progress of the claim and not hinder them
- c) take reasonable steps to claim back **legal costs & expenses** and, where recovered, pay them to the **insurer**
- d) keep **legal costs & expenses** as low as possible
- e) allow the **insurer** at any time to take over and conduct in the **insured's** name, any claim.

### 2. Freedom to choose an appointed advisor

- a) In certain circumstances as set out in 2.b below, the **insured** may choose an **appointed advisor**. In all other cases no such right exists and **we** shall choose the **appointed advisor**.
- b) The **insured** may choose an **appointed advisor** if:
  - i) **we** agree to start proceedings or proceedings are issued against an **insured**, or
  - ii) There is a conflict of interest except where the **insured's** claim is to be dealt with by the **small claims**

**court** in which case **we** shall choose the **appointed advisor**.

- c) Where the **insured** wishes to exercise the right to choose, the **insured** must write to **us** with their preferred representative's contact details. Where the **insured** chooses to use their preferred representative, the **insurer** will not pay more than **we** agree to pay a solicitor from **our** panel. (**Our** panel solicitor firms are chosen with care and **we** agree special terms with them including rates which may be less than those available from other firms).
- d) If the **insured** dismisses the **appointed advisor** without good reason, or withdraws from the claim without **our** written agreement, or if the **appointed advisor** refuses to continue acting for the **insured** with good reason, the cover will end immediately.

### 3. Consent

- a) The **insured** must agree to **us** having sight of the **appointed advisor's** file relating to the **insured's** claim. The **insured** is considered to have provided consent to **us** or **our** appointed agent to have sight of their file for auditing and quality control purposes.
- b) An **insured** must have **your** agreement to claim under this **policy**.

### 4. Settlement

- a) The **insurer** can settle the claim by paying the reasonable value of the **insured's** claim.
- b) The **insured** must not negotiate, settle the claim or agree to pay **legal costs & expenses** without **our** written agreement.
- c) If the **insured** refuses to settle the claim following advice to do so from the **appointed advisor** the **insurer** may refuse to pay further **legal costs & expenses**.

### 5. Barrister's opinion

**We** may require the **insured** to obtain and pay for an opinion from a barrister regarding the merits or value of the claim. If the opinion supports the **insured**, then the **insurer** will reimburse the reasonable costs of that opinion. If that opinion conflicts with advice obtained by **us**, then the **insurer** will pay for a final opinion which shall be binding on the **insured** and **us**. This does not affect the **insured's** right under Condition 6 below.

### 6. Disputes

If any dispute between the **insured** and **us** arises from this **policy**, the **insured** can make a complaint to **us** as described later in this **policy** (please refer to "If **we** do not provide the expected service") and **we** will try to resolve the matter. If **we** are unable to satisfy the **insured's** concerns the **insured** can ask the Financial Ombudsman Service to arbitrate over the complaint.

### 7. Acts of Parliament, Statutory Instruments, Civil Procedure Rules & Jurisdiction

All legal instruments and rules referred to within this section shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man and the Channel Islands and any subsequent amendment or replacement legislation. This **policy** will be governed by English law.

### 8. Contracts (Rights of Third Parties) Act 1999

A person who is not an **insured** under this contract has no right to enforce the terms and conditions of this section under the Contracts (Rights of Third Parties) Act 1999.

## Claims procedure

If **you** are involved in an accident which is not **your** fault, please contact **us** as soon as possible.

1. under no circumstances should **you** instruct **your** own lawyer as **we** will not pay any costs incurred without **our** agreement
2. lines are open 24 hours, 365 days per year for uninsured loss recovery claims reporting; please telephone **0333 103 0030**
3. **we** will require details of the accident and names and addresses of all parties involved including any witnesses
4. if **we** believe the accident is not **your** fault, **we** will arrange for:
  - a legal expert to contact **you** who will give **you** advice and help claim back **your** losses and obtain compensation for any injuries
  - **you** to be contacted to assess **your** need and suitability for a replacement vehicle
5. ensure no contact is made with anyone else regarding claiming back **your** losses or compensation for personal injury until **you** hear from **us**.

## Section 12 General conditions

These **policy** conditions apply to all sections of the **policy** except Section 11.

### 12.1 Complying with the terms of this policy

The **insurer** will only provide cover under this **policy** if:

- **you**, or any other person claiming under this **policy**, have met all the terms and conditions that apply, and
- the information **you** gave to **us** when applying for, or renewing, this **policy**, when making any changes to this **policy**, or in the course of making a claim, is complete and correct as far as **you** know or could be expected to know.

**You** must:

- have asked all the other drivers covered by this **policy** any relevant questions to get the information about them requested by **us**
- tell **us** as soon as practicably possible about any changes to the information that **you** have provided which is detailed in **your Statement of Fact, Schedule and Certificate of Motor Insurance**. If **you** do not inform **us** about a change it may affect any claim **you** make or could result in **your** insurance being invalid.

If **you** sell **your car**, **you** should notify the new owner that a **black box** has been installed.

**We** will be entitled to examine **your driving** licence and the **driving** licence of any other person insured through **us**. **You** must as soon as practicably possible send to **us** any **driving** licence **we** (or the **insurer**) ask to examine.

### 12.2 Care of your car

**You** or any person in charge of **your car** must take reasonable precautions to:

- maintain **your car** in an efficient and roadworthy condition, and
- protect **your car** from damage or loss.

**You** must have a valid:

- Department of Transport Test Certificate (MOT) for **your car** if one is needed by law, and
- car tax unless **your car** has been declared off the road in accordance with the statutory notice (SORN).

**You** must give **us** reasonable access to examine **your car** and its documents in relation to any matter relevant to this insurance.

### 12.3 Accident and claims procedure

**You**, or any person **driving** or using **your car** with **your** permission, as long as this is allowed by **your Certificate of Motor Insurance**, or any passengers travelling in or getting in or out of **your car**, claiming under this **policy** must:

- give **us** full details of any incident that may give rise to a claim under **your policy** (for example, accident or theft) as soon as possible, and at least within 24 hours of discovery of the incident occurring
- inform the police as soon as possible, and at least within 24 hours of discovery of the incident, if **your car** or its contents are stolen, and provide **us** with any crime reference number
- send to **us** as soon as practicably possible all communications from other people involved in the incident. **You** must not reply to any such communication
- as soon as practicably possible tell **us** of and send to **us** any notice of intended prosecution, inquest, fatal inquiry or any writ, summons or process without reply to any other party
- provide all relevant information and help in relation to the claim, and
- tell **us** as soon as practicably possible the address of where **your car** has been recovered to or **you** may be liable for any storage charges that occur.

**You** must not assume that **we** are aware of any incident that has occurred, or that **we** will contact **you**, the police or other emergency services. **You** must take the above action to notify **us** of any incident that might give rise to a claim under this **policy**.

**You** must not, without **our** consent:

- negotiate or admit responsibility, or
- make any offer, promise or payment.

**We** and the **insurer** will be entitled to:

- have total control to conduct, defend and settle any claim, and
- take proceedings in **your** name, or in the name of any other person claiming under this **policy**, at **our** own expense, and for **our** own benefit to recover any payment **we** or the **insurer** have made.

## 12.4 Other Private Car insurances

If any loss, damage or liability covered by this **policy** is also covered by any other insurance, the **insurer** will only pay its share. This condition does not apply to Section 7 – Personal accident benefits.

## 12.5 Compulsory insurance laws

If under the law of any country the **insurer** must make a payment which would not have been made but for these legal obligations, **you** must repay that amount to the **insurer**.

## 12.6 Cancellation

**We** can cancel **your policy**:

- from the start date if **you** do not pay **your premium**.
- by writing to **you** at **your** last known address 7 days in advance of the cancellation date if there are serious grounds to do so such as:
  - failure to provide requested documents (proof of **your** No Claim Discount etc.)
  - failure to co-operate with **us**, where required to do so within the terms of this **policy** (for example not having a **black box** installed within 14 days)
  - exceeding **Policy Miles** without top up
  - breach of obligations placed upon **you** in the Excessive Speed condition
  - where **your car** is being driven or used other than in accordance with **your Certificate of Motor Insurance**
  - following a fraud or deliberate or reckless misrepresentation or if **you** have withheld information
  - following the removal of, or tampering with, the **black box**, or
  - use of threatening or abusive behaviour or language, or intimidation or bullying of **our** staff and/or suppliers

The **policy** will end when the 7 days' notice period expires. If **you** have not made a claim, or no claim has been made against **you**, **you** will be entitled to receive a refund of **premium**, including any **premium** paid for **Top Up Miles**, less:

- a charge on a proportionate basis for the **period of policy cover** that **you** have already received, or the **miles you** have used, whichever amount is higher; and
  - **our** cancellation charge as shown in **our** Terms and Conditions.
- If **you** have made a claim or one has been made against **you** during the current **period of policy cover**, **you** must pay the full annual **premium** and **you** will not be entitled to any refund.
- if **you** use more than **your** initial **Policy Miles**, plus any **Top Up Miles** and **Bonus Miles** during the **period of policy cover** and do not buy further **Top Up Miles**, by writing to **you** at **your** last known address 7 days in advance of the cancellation date. The **policy** will end when the 7 days' notice expires (unless **you** have bought **Top Up Miles** during that notice period). **You** will not be entitled to a refund of the **premium** paid in this event
  - after a claim where the **insurer** has decided to make a cash payment for up to the **market value** of **your car** at the time of the damage rather than repair or replace **your car**. **You** will not be entitled to a refund of the **premium** paid in the event. If **you** have not paid all **your premium**, **your** full annual **premium** remains payable unless this has already been deducted from **your** claim settlement.

**You can cancel your policy:**

- at any time. Cancellation can take effect immediately or from a later date, although it cannot be backdated to an earlier date.

If **you** cancel (including in the 14 day cooling off period) and **you** have not made a claim, or no claim has been made against **you**, **you** will be entitled to receive a refund of **premium**, including any **premium** paid for **Top Up Miles**, less:

- a charge on a proportionate basis for the **period of policy cover** that **you** have already received, or the **miles you** have used, whichever amount is higher; and
- **our** cancellation charge as shown in **our** Terms and Conditions.

If **you** have made a claim or one has been made against **you** during the current **period of policy cover**, **you** must pay the full annual **premium** and **you** will not be entitled to any refund. If the amount **you** owe upon cancellation exceeds the amount of any refund calculated on cancellation, **we** will be entitled to charge **you** for that amount.

If the **premium** received by the date of cancellation does not cover the charges described above, **we** reserve the right to recover any outstanding amount owed to **us** using the debit or credit card details used to pay for the **policy**. Where **we** are unable to recover all money owed to **us**, **we** reserve the right to use third party debt collection agencies to progress the recovery, including any administration charges **we** incur from this process.

In the event of cancellation the **black box** will remain in **your car** but it is permanently disabled by **us** remotely. If **you** wish **you** may request for it to be removed.

## 12.7 Premium payment by instalments and your credit agreement

If **you** choose to pay **your premium** by monthly instalments via Direct Debit, or a similar arrangement under a credit agreement, **you** must pay any deposit **we** ask **you** to pay and make sure **your** instalment payments are kept up to date. The Direct Debit facility and the credit agreement are provided by **our** third party finance provider, Premium Credit Limited. They will send **you** a welcome pack detailing their full terms and conditions and begin collecting **your** instalments. A credit agreement will be included for **you** to sign and return.

- if **you** do not pay **your** deposit **we** will cancel this **policy** from the start date
- if **you** pay **your** deposit but **we** receive notification from Premium Credit Limited that **you** have not made an instalment payment on or before the date it was due, and arrangements are not made to pay the outstanding **premium** within 14 days of the original due date, **we** will cancel **your policy** by writing to **you** at **your** last known address 7 days in advance of the cancellation date. The **policy** will end when the 7 days' notice runs out. Upon cancellation **we** will charge **you** as follows:
  - a) If **you** have not made a claim or no claim has been made against **you** during the period up to the effective date of cancellation of this **policy**:
    - a charge on a proportionate basis for the **period of policy cover** that **you** have already received, or the **miles you** have used, whichever amount is higher; and
    - **our** cancellation charge as shown in **our** Terms and Conditions.
  - b) If **you** have made a claim, or one has been made against **you**, during the period up to the effective date of cancellation of this **policy** then the full amount of **premium** may become due and payable and all unpaid **premium** may be deducted from the claims settlement otherwise payable to **you**, and **we** will seek to recover any outstanding **premium** directly from **you**.

If the amount **you** owe upon cancellation of the **policy** exceeds the amount of any refund calculated on cancellation, **we** will be entitled to charge **you** for that amount.

**You** agree that **we** will pay to Premium Credit Limited any return of **premium** that **we** would otherwise have to return to **you** under this **policy** (after all deductions which **we** are entitled to make under this **policy** and **our** Terms and Conditions) if Premium Credit Limited notify **us** in writing that **you** are in default under the credit agreement or that the credit agreement has been cancelled. If **we** make any payment to Premium Credit Limited under this clause:

- it will only be for an amount necessary to clear or reduce the amount of monies that **you** owe under **your** consumer credit agreement with Premium Credit Limited in respect of the **premium** payable under this **policy**
- **we** will no longer have to return to **you** any portion of the **premium** that **we** have paid to Premium Credit Limited under this clause
- nothing in this clause confers any rights on Premium Credit Limited under this **policy**.

If **you** choose to cancel **your** credit agreement:

- **you** may cancel the credit agreement within 14 days of Premium Credit Limited receiving the signed credit agreement back. If **you** would like to cancel the credit agreement, please write to Premium Credit Limited at the address shown on **your** documents
- cancelling **your** Direct Debit or credit agreement does not mean that **you** have cancelled **your policy**
- if **you** cancel the credit agreement but **you** choose to continue cover under **your policy**, **you** will need to pay the full **premium** to **us**; otherwise **we** will cancel **your policy** in accordance with the cancellation terms of this **policy** under Section 12.6
- if **you** cancel **your** credit agreement and **you** also wish to cancel **your policy**, **you** must notify **us** and comply with the cancellation terms of Section 12.6 under the heading “**You can cancel your policy**”.

## Section 13 General exceptions

### 13.1 Change of car – notification and acceptance

The **insurer** will not make a claim payment unless:

- **you** have given **us** details of **your** new car, and
- **we** have issued a new **Certificate of Motor Insurance**.

### 13.2 Driving and use

The **insurer** will not make a claim payment and **we** are entitled to cancel **your policy** without returning **premium** if any vehicle **your Schedule** allows **you** to drive was being:

- driven or used other than in accordance with **your Certificate of Motor Insurance**
- driven by any person not described on **your Certificate of Motor Insurance** as a person who is entitled to drive
- driven by any person who is disqualified from **driving** or does not have a **driving** licence which is valid in the territory where the claim occurred
- driven by any person who is breaking the conditions of their **driving** licence.

The **insurer** will not make a claim payment where **your car** is used whilst being rented out or hired either informally or formally via a peer to peer hiring scheme such as Drivy or Easy CarClub (including when the hirer is using or in possession of **your car**).

### 13.3 Contractual liability

The **insurer** will not make a payment for any liability resulting solely from a contract or agreement **you** have with another party unless the **insurer** would have been otherwise responsible.

### 13.4 Radioactivity

The **insurer** will not pay for direct or indirect loss, damage or liability caused by, contributed to, or arising from:

- ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or any component of this type of assembly.

### 13.5 War, terrorism, riot, civil unrest

The **insurer** will not make a payment in the event of:

- war, civil war, rebellion or revolution except when the **insurer** has to meet the requirements of the **Road Traffic Acts**, or
- **terrorism** and/or any action taken in controlling, preventing, suppressing or in any other way relating to **terrorism** except when the **insurer** has to meet the requirements of the **Road Traffic Acts**
- riot or civil unrest that happens outside England, Scotland, Wales, the Isle of Man, or the Channel Islands.



### 13.6 Misrepresentation and non-disclosure

If **you** have made a false statement, misrepresentation or have withheld information when providing the information which is detailed in **your Statement of Fact, Schedule or Certificate of Motor Insurance**, the **insurer** may not make a payment in respect of a claim and **your policy** may be cancelled with no return of **premium**.

### 13.7 The black box

In the event that **you**, or any named driver on the **Certificate of Motor Insurance**, or anyone with **your** knowledge, remove, attempt to remove, damage or otherwise tamper with the **black box**, **we** have the right to immediately cancel **your policy** and to claim any amounts owed by **you** under the terms of **your policy**.

### 13.8 Fraud

If **you** make any claim, or part thereof, which is in any way false, fraudulent or exaggerated, or if **you** support a claim with any false or fraudulent statement or documentation, **you** will lose all benefit under this **policy**.

If the **insurer** has made a payment it would not otherwise have made, **you** will be required to repay that amount to the **insurer**.

**We** share information with other **insurers**, law enforcement and fraud prevention agencies for the purposes of preventing and/or prosecuting fraud and money laundering.

All cover under this **policy** will be cancelled from the date of **your** fraud or deliberate or reckless misrepresentation and any **premium** paid will be retained by the **insurer**. If as part of a claim **we** have provided **you** with a temporary replacement car then **you** will be required to return that to **us** when **we**, or the supplier of the temporary replacement car, ask **you** to do so.

### 13.9 Public authorities

The **insurer** does not cover any loss or damage caused by any government, public or local authority legally removing, keeping or destroying **your car**.

### 13.10 Car sharing

Accepting payments from passengers as part of a car sharing arrangement will not affect **your** cover if:

- the passengers are being given a lift for social, commuting or similar purposes
- **your car** is not built or adapted to carry more than eight passengers
- this is not part of a business of carrying passengers, and
- money received does not produce a profit.

### 13.11 Matters out of our control

The **black box** requires technology for the collection and transmission of data which may be adversely impacted by events beyond **our** control. **We** will not cover any loss or damage caused by, or related to, any error or fault in the collection and transmission of data resulting from matters which are beyond **our** control, such as power failures, or natural events that cause an interruption in transmission.

## Notifying claims and our claims service

This applies to all claims under this Private Car **Policy** Document other than claims in respect of Section 11 (Uninsured Loss Protection) where **you** should follow the guidance in Section 11 about making a claim. If **you** want to make a claim under **your policy**:

- **you** must call **us** as soon as possible after the incident leading to the claim occurs, and no later than 24 hours after discovery of the incident occurring
- give **us** as much information about the incident as **you** can. **We** will explain what this **policy** covers and if **you** have to pay any **excess**
- wherever possible, speak to **us** before **you** make any arrangements for replacement or repair
- do as much as **you** can to reduce or minimise the loss or damage (provided it is safe to do so).

If **you** need to make a new claim **our** team offers help and advice 24 hours a day, 365 days a year and is available on **0333 103 0030**.

Once **you** have contacted **our** claims team, **we** will, wherever possible, take care of all the necessary arrangements e.g. to repair the damage to **your car**, and, provided the incident is covered, settle the bill (apart from the **excess**) directly with the supplier.

If **your car** has been stolen:

- please tell the police if **your car** is stolen and obtain from them a crime reference number
- please call **us** on **0333 103 0030** as soon as possible, or at least within 24 hours of discovering the theft, so **we** can monitor the location of **your car** and liaise with the police.

If **you** wish to make a claim for repairs or replacement to glass in windscreens, sunroofs or windows please call **us** on **0330 022 9449** before any work is carried out.

Occasionally **we** might not be able to confirm immediately that the incident is covered under **your policy**. In this event **we** will still help **you** in organising the repairs, but **you** will be responsible for any charges which are not covered under this **policy**.

## If we do not provide the expected service

**We** aim to provide a high level of service and **we** want **you** to tell **us** when **we** don't. **We** take all complaints **we** receive seriously and aim to resolve them promptly; **we** welcome **your** feedback. **We** will record and analyse **your** comments to make sure **we** continue to improve the service **we** offer.

If **you** need to make a complaint about **your policy** please contact **us** using the following details:

Address: Complaints Officer, insurethebox, PO Box 1308, Newcastle upon Tyne, NE12 2BF

Email: [complaints.service@insurethebox.com](mailto:complaints.service@insurethebox.com)

Telephone: 0333 103 0000

Please quote the **policy** number shown on **your Schedule** and explain the nature of **your** complaint. **We** will then write to **you** with **our** final decision.

If **you** are not satisfied with the final decision regarding **your** complaint or **you** have not received the final decision within eight weeks, **you** can contact the Financial Ombudsman Service at:

Address: The Financial Ombudsman Service, Exchange Tower, London, E14 9SR

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

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

Telephone: 0800 023 4567 or 0300 123 9123

**You** must approach the Financial Ombudsman Service within 6 months of either **our** summary resolution or final response letter to **your** complaint. Please note that if **you** do not refer **your** complaint within the 6 months, the Financial Ombudsman Service will not have **our** permission to consider **your** complaint and therefore will only be able to do so in very limited circumstances, for example, if it believes that the delay was as a result of exceptional circumstances.

## Making a complaint about Section 11 Uninsured Loss Protection

ARAG plc is responsible for the services provided under Section 11. If a complaint arises please contact ARAG using the following contact details:

Address: Customer Relations Department, ARAG plc, 9 Whiteladies Road, Clifton, Bristol, BS8 1NN

Email: [customerrelations@arag.co.uk](mailto:customerrelations@arag.co.uk)

Telephone: 0117 917 1561 (9am – 5pm Monday to Friday, excluding bank holidays)

Should **you** remain dissatisfied **you** may be entitled to pursue **your** complaint further with Lloyd's. Please contact Lloyds using the following details:

Address: Policyholder & Market Assistance, Market Services, Lloyd's, Fidentia House, Walter Burke Way, Chatham, Kent, ME4 4RN

Email: [complaints@lloyds.com](mailto:complaints@lloyds.com)

Telephone: 0207 327 5693

If Lloyd's is not able to resolve the complaint to **your** satisfaction then **you** can contact the Financial Ombudsman Service as explained above.

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

If **you** have purchased **your policy** online **you** can submit a complaint through the Online Dispute Resolution (ODR) platform. **You** can access the ODR website at <http://ec.europa.eu/odr>

## Financial Services Compensation Scheme

Each **insurer** is covered by the Financial Services Compensation Scheme (FSCS). If the **insurer** cannot meet its liabilities **you** may be entitled to compensation under the scheme. Further information is available at: [www.fscs.org.uk](http://www.fscs.org.uk)



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@insurethebox

# WE'RE HERE TO HELP

## **VISIT OUR HELPCENTRE**

[www.insurethebox.com/help](http://www.insurethebox.com/help)

## **CUSTOMER SERVICES**

Mon-Fri: 8am-8pm, Sat: 9am-4pm, Bank Holidays: 10am-4pm

**0333 103 0000**

## **DISCUSS AN EXISTING CLAIM**

Mon-Fri: 8am-6pm

**0333 103 0030**

## **MAKE A NEW CLAIM**

24 hours a day, every day

**0333 103 0030**

## **NEED TO REPORT AN ACCIDENT OR MAKE A CLAIM?**

If you need to make a claim just follow these simple steps:

1. Call us as soon after the incident as possible.
2. Give us as much information about the incident as you can, including contact details for anyone involved.
3. Wherever possible, speak to us before you make any arrangements for replacement or repair.