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Car Insurance

ABC Policy Wording



Car Insurance

INTRODUCTION TO YOUCHOOSE CAR

YouChoose Car has been created to offer flexible insurance solutions to customers who want the freedom to choose the cover that is right for them. You choose the optional extras you need and YouChoose Car will provide you with the insurance you want.

YouChoose Car is part of the YouChoose insurance family.

Visit www.youchooseinsurance.co.uk and simply click and buy online. Should you need to talk to YouChoose Car, our UK based call centre is on hand to assist with any enquiries.

YouChoose Car is a trading style of Motor & Home Direct Insurance Services Limited. Authorised and Regulated by the Financial Services Authority. Registered in England and Wales No: 4626589. Registered Office: MMT Centre, Severn Bridge, Aust, Bristol BS35 4BL. VAT No: 851 1469 32

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Car Insurance



Document Of Car Insurance

Your car insurance policy You should read this policy, the schedule, endorsements and certificate of motor insurance as one contract. It is our agreement with you, based on the information you give to us and on the information in your proposal or statement of facts.

In return for your premium we will give you insurance for liability, loss or damage which happens during the period of insurance stated on your schedule. This will be in line with the sections of this policy document, which are shown as operative on your schedule.

Your cancellation rights

You are legally entitled to cancel this insurance during a period of 14 days after the day of purchase or the day on which you receive your insurance documents, whichever is later.

If you do wish to cancel please return your insurance documents to us. We will be unable to cancel if you do not return the certificate of motor insurance.

You will be entitled to a full refund of the premium paid if the cover has not started. Alternatively, if the cover has started you will be entitled to a refund of the premium paid less a deduction for the days that you have been covered. This deduction will be calculated on a proportionate basis and will include an additional charge of up to £25 to cover the administrative costs to us of processing the insurance. These charges will be subject to Insurance Premium Tax where applicable.

For your cancellation rights outside the statutory cooling off period please refer to the General conditions section of this booklet.

Definitions

POLICY DOCUMENT this booklet.

YOU, your the person named as the policyholder on the schedule and certificate of motor insurance.

WE, OUR, US Liverpool Victoria Insurance Company Ltd.

SCHEDULE includes the:

- period of cover;
- name of the policyholder;
- drivers and use;
- sections of this policy document which apply;
- conditions which vary the terms of this policy document.

CERTIFICATE OF MOTOR INSURANCE proof that you have motor insurance as required by law.

GREEN CARD the International Motor Insurance Card. This is the document that some countries need as proof of compulsory insurance.

YOUR CAR the insured car (including its accessories and spare parts). This is shown on your schedule. In Section 3 of your document of insurance it also includes a trailer, caravan or broken-down motor vehicle while they are attached to your car for towing.

MARKET VALUE the cost of replacing your car with one of the same make, model and specification, taking into account the age, mileage and condition of your car, and not the price you paid for it.

TRACK DAYS driving or use on a motor racing track, circuit, airfield, derestricted toll road or at an "off road" event

Fraud Prevention and Detection

We take our responsibility to provide high quality, competitively priced insurance cover for our customers very seriously. We not only want to offer competitive insurance products to honest customers, but to also deal with all genuine claims as quickly as possible, with the minimum of fuss. However, we know that a small number of people are prepared to provide false details about who they are, about their driving, accident or conviction record or their car so that they can make false or inflated claims. As these claims affect the cost of insurance for honest customers we are committed to identifying any fraudulent activities and forwarding these to the Police for action. To help us to meet these aims, we make use of some of the latest technology to conduct checks on all new policies and claims to help identify any unusual activities. Some of the registers we make use of are:

- The Claims and Underwriting Exchange (CUE), which is run by Insurance Database Services Ltd. The CUE database is used by the majority of the UK's leading insurers and contains details of most Motor and Household insurance claims.
- Insurance Hunter, this is a central insurance anti-fraud system to which other insurers also have access. This database is designed to combat activities such as identity theft and money laundering.
- The Motor Insurance Anti-Fraud and Theft Register, this central database contains details of all stolen and written off vehicles.
- The Motor Insurance Database, which is run by the Motor Insurers' Information Centre (MIIC). This database has been designed to cut down the number of uninsured drivers and is often consulted by the Police in order to establish who is insured to drive a vehicle.

To protect your interests, we will check any information provided against these registers for completeness and accuracy. If we find that false or inaccurate information has been given to us, or we suspect fraud we will take action which ultimately could result in prosecution.

Territorial limits

Except where we say otherwise your insurance applies in Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man and the Channel Islands. This includes while your car is being transported within and between them.

Car sharing

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

- they are being given a lift for social or similar purposes;
- the insured car is not built or adapted to carry more than eight passengers;
- this is not as part of a business of carrying passengers;
- any money received does not produce a profit.

Section 1 Accidental Damage

WHAT IS COVERED:

If your car is damaged by accident, vandalism or malicious damage, we may:

- pay the cost of repairs to your car; or
- replace what is lost or damaged; or
- make a cash payment for not more than the market value of your car at the time of the damage.

Section 2 Fire and Theft

WHAT IS COVERED:

If your car is lost or damaged by fire, lightning, explosion, theft or attempted theft, we may:

- pay the cost of repairs to your car; or
- replace what is lost or damaged; or
- make a cash payment for not more than the market value of your car at the time of the loss or damage.

What is Not Covered under Sections 1 and 2

WE WILL NOT PAY FOR THE FOLLOWING:

- wear and tear, your car losing value or for any repairs which improve your car beyond its condition before the loss or damage happened.
- mechanical, electrical, electronic or computer failures or breakdowns or breakages.
- damage to tyres caused by braking, punctures, cuts or bursts.
- more than the manufacturer's latest list price in the United Kingdom of any part or accessory. If such a list price is not available the most we will pay is the manufacturer's latest list price in the United Kingdom for an equivalent part or accessory.
- additional storage costs caused by the unavailability of any part or accessory nor the cost of importing any part or accessory into the United Kingdom.
- 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, left with the keys in it or left with a window or roof open.
- loss of or damage to your car caused by deception, fraud or trickery, including when you are offering your car for sale.
- where your car is driven or used without your permission by a member of your family or household unless you report the person to the police for taking your car without your consent.
- loss of or damage to your car as a result of it being confiscated or destroyed by or under official order of any government, public or local authority.
- deliberate damage caused to your car by any person insured under your policy.
- loss from your car being taken and returned to its rightful owner.
- loss of or damage to any trailer or caravan whether or not it is being towed by or attached to your car.

Basis of Settlement Sections 1 and 2

If your car belongs to someone else, or is under a hire purchase or leasing agreement, we may pay the legal owner.

REPAIRS

If this insurance covers the loss or damage and the cost will not exceed the market value of your car:

- you may arrange for reasonable and necessary repairs to be started if you send an estimate first and we have details of the cause of the damage; and
- we will also pay the reasonable cost of removing your car to the nearest competent repairer and after repair returning it to the address shown on your schedule.

We may use parts or accessories which are not made or supplied by your car's manufacturer but are of similar type and quality to the parts and accessories we are replacing.

NEW CAR REPLACEMENT

If this insurance covers the loss or damage and within one year of registration as new in your name your car is:

- damaged so that repairs will cost more than 60% of its list price plus taxes when the damage happened; or
- stolen and not recovered;

we will replace your car with a new car of the same make, model and specification if it is available in the United Kingdom. If a replacement car is not immediately available in the UK, new car replacement will not apply and we will pay you the market value of your car and its fitted accessories and spare parts at the time of the loss or damage. The lost or damaged car will then become our property.

IN-CAR ENTERTAINMENT, TELEPHONE AND SATELLITE NAVIGATION EQUIPMENT

We will pay for the loss or damage to audio, telephone and satellite navigation equipment if permanently fitted to your car. If the equipment is not part of the car manufacturer's original specification we will pay up to £250.

REPLACEMENT OF LOCKS AND KEYS

If this insurance covers the loss or damage, we will pay for all the locks to be replaced if one or more is damaged. If your car keys are lost or stolen we will pay for replacement locks and keys providing they were not left in or on your car while it was unattended.

CHILD CAR SEATS

If you have a child car seat in your car and your car is involved in an accident that results in impact damage to your car, we will replace the child seat with a new one of the same quality.

EXCESSES THAT APPLY

If your schedule shows that you have to pay an excess, you must pay the first part of any claim. If this amount is paid in error by us you must refund the amount immediately on request.

TEMPORARY REPLACEMENT CAR

We will pay for a temporary replacement car if this cover is shown on your schedule.

After loss or damage covered by this insurance, if we manage your claim we will supply and pay for a temporary replacement while the repairs to your car are being carried out if you use our Selected Repairer Service. Temporary replacement cars are usually small hatchbacks under 1200cc. We will insure the temporary replacement car under this insurance in exactly the same way as we insure your car and you will only have to pay for the fuel used. You must return the temporary replacement car when the owner or we ask you to or if this insurance expires and you do not renew it.

Section 3 Liability to Other People

WHAT IS COVERED:

We will pay all sums you are legally responsible for:

- following death of or bodily injury to other people;
- up to £20,000,000 for damage to property;

as a result of any accident involving your car or any other vehicle your certificate of motor insurance allows you to drive. If your certificate of motor insurance says so, you are insured under this section to drive a private motor car not owned by you and not hired to you under a hire purchase or leasing agreement, as long as:

- the car has not been hired to you under a car rental agreement;
- the car is not a van which has been adapted to carry passengers;
- you have the owner's permission to drive the car;
- the car is registered and normally kept in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands;
- you are not covered by any other insurance to drive it; and
- you still have your car and it has not been damaged beyond cost effective repair

OTHER PEOPLE

In the same way as you are insured, we will insure:

- any person driving or using your car with your permission, as long as this is allowed by your schedule and 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 schedule and certificate of motor insurance; and
- the legal representative of any person who has died who would have been entitled to protection under this section.

LEGAL COSTS

We will pay any legal costs and expenses that you have run up with our prior written consent, including:

- solicitors' fees for representation at a coroner's inquest, fatal accident inquiry or court of summary jurisdiction; and
- defence of any legal proceedings that are taken for manslaughter or causing death by dangerous or reckless driving.

EMERGENCY TREATMENT CHARGES

We will pay for emergency treatment charges as required under the Road Traffic Acts. If this is the only payment we make, it will not affect your no claim discount entitlement.

WHAT IS NOT COVERED

We will not pay for:

- death of or bodily injury to any employee arising out of or in the course of their employment by any person who is covered by this section, unless the employee is a passenger in any vehicle for which insurance is provided by this section;
- legal responsibility which is covered by any other insurance;
- loss of or damage to any car which is covered by this section;
- loss of or damage to any trailer, caravan or vehicle (and their contents) while being towed by or attached to any car which is covered by this section;
- loss of or damage to any property which belongs to or is in the care of any person who is claiming under this section;
- legal responsibility, loss or damage when your car is being used in the operational boundaries of any airport or airfield except when we have to meet the requirements of the Road Traffic Acts;
- more than £20,000,000 for any one incident or series of incidents arising from one event that causes loss or damage to property. This amount is inclusive of all costs and expenses up to £5,000,000.

Section 4 Use by the Motor Trade,

hotels and car parks We will give you the cover under Section 1 Accidental damage and Section 2 Fire and theft, if shown as operative on your schedule, 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 and repair; or
- a hotel, restaurant, car park or similar commercial organisation for parking purposes.

Section 5 Foreign Use

Your insurance provides the minimum compulsory insurance in:

- European Union (EU) countries; and
- any other country which follows EU directives;

including when your car is being transported within and between them.

These countries are shown on your schedule.

As well as this minimum cover, your insurance also gives the cover shown on your schedule in these countries if your car is:

- registered and normally kept in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands; and
- not used abroad for more than 30 days in any one annual insurance period.

If you want to use your car in these countries for more than 30 days in any one annual insurance period you must obtain our prior permission and pay any extra premiums.

The EU countries and the other countries mentioned above which follow EU directives and have been approved by the Commission of the EU, agree that a Green Card is not necessary for travelling between them. Your certificate of motor insurance is proof of compulsory motor insurance in these countries.

If you want to use your car in countries that are not shown on your schedule

then as long as we give you our prior permission, and you pay any extra premiums, we will extend the full benefits of this insurance to apply:

- in the countries we have agreed, including when your car is being transported; and
- for the period agreed.

If your car is lost or damaged in any foreign country that we have agreed to give cover for, you may be charged customs duty.

If we cover the loss of or damage to your car, we will also refund you the customs duty. We will send you a Green Card as proof of your insurance. The Green Card will show the countries we have agreed to extend this insurance to and the period for which we are providing this extension.

Section 6 Personal Accident Benefits

WHAT IS COVERED

We will pay the amount shown on your schedule if you or your husband or wife or civil partner are accidentally injured in any car or getting into or out of any car, and within 90 days, independently of any other cause, the injury results in:

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

We will pay the injured person or their legal representative.

WHAT IS NOT COVERED

We will not pay:

- if the injured person is aged under 21 years or aged 75 years or more at the time of the accident;
- more than the amount shown on your schedule during any one period of insurance for any one person;
- under more than one motor insurance you or your husband or wife or civil partner have with us;
- for any injury or death resulting from suicide or attempted suicide; or
- if the driver of the car is convicted of an alcohol or drugs related offence as a result of the accident.

Section 7 Medical Expenses and Physical Assault Benefits

MEDICAL EXPENSES

We will pay up to the amount shown on your schedule for each person for any medical expenses resulting from an accident while travelling in your car.

PHYSICAL ASSAULT BENEFITS

Road rage

We will pay the amount shown on your schedule if you or your husband or wife or civil partner are physically assaulted as a result of your car being in an accident.

We will pay the injured person or their legal representative.

What is not covered

We will not pay when the accident:

- is caused by a relative or a person known to you or your husband or wife or civil partner;
- is not reported to the police as soon as possible;
- happens outside Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man or the Channel Islands; or

- is caused or contributed to, by anything said or done by you or your husband or wife or civil partner or by a passenger in your car, after the accident.

Car jacking

We will pay the amount shown on your schedule if you or your husband or wife or civil partner are physically assaulted as a result of your car being

subjected to an aggravated theft or attempted aggravated theft. We will pay the injured person or their legal representative.

What is not covered

We will not pay when the incident:

- is caused by a relative or a person known to you or your husband or wife or civil partner;
- is not reported to the police as soon as possible; or
- happens outside Great Britain, Northern Ireland, the Republic of Ireland,

Section 8 Personal Belongings

WHAT IS COVERED

We will pay up to the amount shown on your schedule for personal belongings in your car if lost or damaged due to accident, fire, theft or attempted theft.

WHAT IS NOT COVERED

We will not pay for:

- the theft or attempted theft of personal belongings, if your car has been left unlocked, left with the keys in it or left 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; • money, stamps, tickets, documents or securities;
- goods, tools, samples or equipment carried in connection with any trade or business; or
- property covered under any other insurance.

Section 9 No Claim Discount

If no claim is made, we will apply the premium discount in line with our no claim discount scale current at the time of renewal.

If a claim is made your no claim discount entitlement will be reduced in line with our no claim discount scale current at the time of renewal.

Your no claim discount will not be affected if we only pay emergency treatment charges under the Road Traffic Acts.

You cannot transfer your no claim discount to anyone else. If more than one car is insured, the no claim discount is earned separately for each car. You may ask us for information on how a claim may affect your no claim discount.

Section 10 General Exceptions

1 CHANGE OF CAR - NOTIFICATION AND ACCEPTANCE

This insurance will not apply unless:

- you have given us details of your replacement car; and
- we have issued a new certificate of motor insurance.

2 DRIVING AND USE

This insurance will not apply if any vehicle your schedule allows you to drive was being driven or used:

- other than in line with your schedule;
- by any person not described on your schedule as a person who is entitled to drive;
- by any person who is disqualified from holding or obtaining a licence or does not have a driving licence which is valid in the territory where the claim happened;
- by any person who is breaking the conditions of their driving licence;
- for hire or reward, racing, pacemaking, testing, trials, rallies or track days, for any use in connection with the Motor Trade other than by a member of the Motor Trade for the purposes of overhaul, upkeep or repair;
- for towing for reward a caravan, trailer or mechanically disabled vehicle;
- for towing more than one caravan, trailer or mechanically disabled vehicle at any one time.

3 CONTRACTUAL LIABILITY

We will not make a payment for any liability resulting only from a contract or agreement you have with another party.

4 RADIOACTIVITY

We 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 from the combustion of nuclear fuel; or

- the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of this type of assembly.

5 EARTHQUAKE, WAR, TERRORISM, RIOT, CIVIL UNREST

We will not make a payment in the event of:

- earthquake;
- war, civil war, terrorism, rebellion or revolution except when we have to meet the requirements of the Road Traffic Acts; or
- riot or civil unrest that happens outside England, Scotland, Wales, the Isle of Man or the Channel Islands.

6 FRAUD, MISREPRESENTATION

We will not make a payment if:

- you mislead us in any way in order to get insurance from us, obtain more favourable terms or to reduce your premium;
- any claim or part of any claim is fraudulent, false or exaggerated.

All cover under this insurance will be cancelled from the date of the fraud or misrepresentation and any premium paid will be forfeit. If we have made a payment we would not otherwise have made you will be required to repay that amount to us.

7 POLLUTION

We will not make a payment for any accident, injury, damage, loss or liability caused by pollution or contamination, unless the pollution or contamination is caused by a sudden, identifiable and unexpected incident and it occurs

entirely at a specific time and place during the period of insurance.

Section 11 General Conditions

1 DUTY AND REVEALING INFORMATION

We will only provide cover under this insurance if:

- you or any other person claiming under this insurance has met all the terms and conditions that apply; and
- the information you gave to us when applying for or renewing this insurance, is true as far as you know.

You must:

- have asked all the other drivers covered by this insurance any relevant questions to obtain the information about them requested by us;
- tell us as soon as possible about any changes, which have happened since the insurance started or was last renewed. Failure to do so may invalidate this insurance.

We will be entitled to examine your driving licence and the driving licence of any other person we insure. You must immediately send to us any driving licence we ask to see.

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 for Transport Test Certificate (MOT) for your car if one is needed by law; and
- vehicle tax disc unless your car has been declared off the road in accordance with the statutory off road notification (SORN).

You must give us reasonable access to examine your car.

3 ACCIDENT AND CLAIMS PROCEDURE

You or any other person claiming under this insurance must:

- give us full details of any incident as soon as possible;
- inform the police as soon as possible if your car or its contents are stolen and provide us with the crime reference number;
- send to us immediately all communications from other people involved which must not have been replied to;
- immediately tell us of and send to us any notice of intended prosecution, inquest, fatal inquiry or any writ, summons or process which must not have been replied to; and
- give us all the information and help we need.

You must not, without our consent:

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

We 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 insurance, at our own expense and for our own benefit to recover any payment we have made.

4 OTHER INSURANCES

If any loss, damage or liability covered by this insurance is also covered by any other insurance, we will only pay our share. This condition does not apply to Section 6 - Personal accident benefits.

5 COMPULSORY INSURANCE LAWS

If under the law of any country we must make a payment which we would not otherwise have to make, you must repay that amount to us.

6 CANCELLATION

We or your agent or broker may cancel this insurance:

- from the commencement date if you do not pay your premium. You must return the certificate of motor insurance to us;
- by writing to you giving you seven days' notice, at your last known address. The insurance will end immediately the seven days' notice runs out and you must then return the certificate of motor insurance to us. We will refund the part of your premium that applies to the remaining period of insurance when we receive the certificate of motor insurance.

You may cancel this insurance if you return your certificate of motor insurance to us. When we receive your certificate of motor insurance, if you have not made a claim, you will be entitled to a refund of the premium paid less a deduction for the days that you have been covered. This deduction will be calculated on a proportionate basis and will include an additional charge of up to £25 to cover the administrative costs to us of processing the insurance. These charges will be subject to Insurance Premium Tax where applicable.

7 PREMIUM DEFAULT

If you do not pay a premium or premium instalment this insurance will not provide cover from the date the payment was due.

Making a Claim

If you are involved in an accident or your vehicle is stolen call us first on 0845 640 5105 as soon as possible after the incident has occurred.

Assistance is available on this number 24 hours a day.

You will need to provide us with the following information:

- your policy/certificate number;
- your personal details and those of the driver;
- the date, time, location and full circumstances of the incident;
- details of any other persons, vehicles or property involved in the incident;
- details of any injuries sustained in the incident;
- if you are reporting the theft of your vehicle any crime reference given to you by the police when you reported the theft to them.

If your car needs to be repaired (and the damage is covered by this policy) we have a nationwide network of selected repairers who can arrange to start work on your car with the minimum of delay.

When you first report the incident to us we will help you to arrange the repair of your car by one of our selected repairers, including collection and redelivery to your home if required.

If you have a Comprehensive policy and need the use of a car while your own is undergoing repair by one of selected repairers we will provide you with a temporary replacement car – full details can be found in the Temporary replacement car section of this policy (Basis of settlement Sections 1 and 2).

When repairs are completed arrangements will be made for you to collect your

car (or for the car to be redelivered to your home). When you collect the car

you will need to pay the repairer any policy excess or contribution which may be applicable. These will be confirmed to you before repairs are completed.

Selected repairers have been chosen by us to provide both a high standard of service and quality repair work. Repairs are guaranteed for as long as you own the car or 5 years whichever is the shorter.

If your car can not be repaired we will deal with the damage on a total loss basis. In these circumstances a temporary replacement car will not be provided.

If the incident relates solely to breakage of the windscreen or windows in your car please call our approved supplier Autoglass on 0845 640 5105. If you have a Comprehensive policy all you will have to pay is the amount of any policy excess that may apply. Repairing the glass rather than replacing it will mean you will not have to pay any excess – please ask about repair when contacting Autoglass.

If you do not have a Comprehensive policy you may still use this number to contact Autoglass but you will be responsible for paying the claim in full yourself and you will not be able to recover the cost from us. You will, however, benefit from discounts available to you from Autoglass.

NEED TO MAKE A CLAIM? FOLLOW THESE SIMPLE STEPS

- 1 Call us as soon as possible after the incident.
- 2 Give us as much information about the incident as you can.
- 3 If possible, speak to us before you make any arrangements for replacement or repair.
- 4 Don't forget to tell the police if your car is stolen.

CALL US FIRST ON:

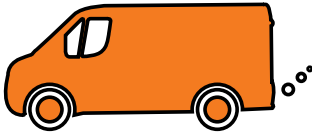
ACCIDENTS AND THEFTS
0845 640 5105

WINDSCREEN/GLASS DAMAGE
0845 640 5105

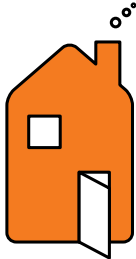
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