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Car Insurance

Provident 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.

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**Bike
Insurance**



Insurance



**Home
Insurance**

Contents

Policy cover	1
Definitions	2
Section 1	
Loss of or damage to your vehicle	4
Settling claims	4
New vehicle replacement	5
Section 2	
Legal liability to other people	7
Section 3	
Foreign travel	9
Section 4	
Personal accident benefits	10
Section 5	
Personal belongings	10
Section 6	
Windscreens and windows	11
Section 7	
Driving other cars	11
Excesses	13
General exceptions	14
General conditions	
Your duty	15
Changes in circumstances	15
Other insurance	15
Taking care of the vehicle and any trailer or caravan towed by the vehicle	15
Our right of recovery	15
No-claim discount	15
Claim procedure	16
Defending or settling a claim	16
Fraud	16
Car sharing	16
Service and repair	16
Paying your premium	16
Cancelling your policy	17
Automatically renewing your policy	17
Complaints procedures	18
Other important information	19

Car Insurance



Policy Cover

The **schedule** shows the type of insurance cover that applies. Unless an **endorsement** shows that certain sections of the policy do not apply to **your** insurance, then:

- if the cover is **comprehensive**, all the sections and the general exceptions and conditions printed in this booklet apply;
- if the cover is **third party, fire and theft**, sections 1, 2, 3 and 7 and the general exceptions and conditions printed in this booklet apply, but cover for accidental or malicious damage in section 1 does not apply;

- if the cover is **third party only**, sections 2, 3 and 7 and the general exceptions and conditions printed in this booklet apply; and
- if **you** have paid an extra premium to add windscreen cover to a third party, fire and theft or third party only policy, section 6 also applies.

Please remember that wording in the **schedule** or in **endorsements** may change the terms of the insurance cover shown in this booklet.

Definitions

Throughout this booklet, certain words and phrases are printed in bold type. These words and phrases have the meanings set out below.

WE, US, OUR

Provident Insurance plc.

YOU, YOUR

The person, company or firm named as the insured in the **schedule**.

SCHEDULE

The **schedule** forms part of the policy and contains details of **you** and **your vehicle** and particular features of the insurance. **We** will send **you** a replacement **schedule** each time **your vehicle** or other features of the insurance are changed.

CERTIFICATE OF INSURANCE

The **certificate of insurance** proves that **you** have motor insurance needed by law. The certificate forms part of the policy and shows the people allowed to drive **your vehicle** and the purposes for which **your vehicle** can be used.

CIVIL PARTNER

The person who **you** have entered into a legal civil partnership with as defined in the Civil Partnership Act 2004 (A civil partnership is a formal arrangement that gives same-sex partners the same legal status as a married couple).

PROPOSAL

The information **you** gave in **your** application for this insurance. This includes information given in writing (or spoken) by **you** or by someone on **your** behalf.

PERIOD OF INSURANCE

The length of time the insurance cover is in force as shown in the **schedule**.

INSURED DRIVER

A person shown on the **certificate of insurance** as a person allowed to drive **your vehicle** and who is not excluded from driving under the conditions and exceptions of the policy or in an **endorsement** to the policy.

YOUR VEHICLE

The insured vehicle shown on the **certificate of insurance** including any standard tool kit the manufacturer has supplied with it, and accessories permanently fitted to it. However, this does not apply to accessories shown under 'What is not covered' in policy section 1.

TERRITORIAL LIMITS

Great Britain, Northern Ireland, the Channel Islands and the Isle of Man including transporting your vehicle by sea between their ports.

YOUR HUSBAND OR WIFE

The person you **are** legally married to (not your **partner**).

EXCESS

The first part of a claim which **you** must pay. More than one **excess** can apply to **your** policy as shown in **your schedule**. **You** must pay all excesses that apply as the first part of any claim.

ENDORSEMENT

Wording which changes the terms of the policy or features of the insurance cover. **Endorsements** form part of the policy. The **endorsement** wording is printed in the **schedule** or in a separate document we send to **you**.

INSURED VALUE

The value of **your vehicle** that **you** told us when **you** arranged this insurance. The value is shown in the **schedule**.

MARKET VALUE

The cost of replacing **your vehicle** with one of the same make, model, specification, year, mileage and condition.

ROAD TRAFFIC ACTS

The laws which include details of the minimum motor insurance cover needed in the **territorial limits**.

Section 1 Loss of or Damage to Your Vehicle

WHAT IS COVERED

We will insure **you** against loss of or damage to **your vehicle** caused by:

- accident or malicious damage (if the policy cover is shown as comprehensive in the **schedule**);
- fire (if the policy cover is shown as comprehensive or third party, fire and theft in the **schedule**); or
- theft or attempted theft (if the policy cover is shown as comprehensive or third party, fire and theft in the **schedule**).

If **your vehicle** is damaged so that it cannot be driven safely and the damage is covered by this policy, **we** will pay the reasonable cost of moving **your vehicle** to the nearest repairer or to the nearest place where it can be stored safely. If the repairer is within the **territorial limits**, **we** will also pay the reasonable cost of returning **your vehicle** to **your** address after it has been repaired.

SETTLING CLAIMS

We will choose whether to repair or replace **your vehicle** or any parts, or to pay **you** a cash amount to settle **your** claim. If we choose to repair **your vehicle**, **we** may decide to use suitable parts which are not supplied by the original manufacturer. If a repair improves the condition of **your vehicle**, **we** may ask **you** to pay part of the repair cost.

We will pay up to the **market value** of **your vehicle** (as it is at the time of the loss or damage), but we will not pay more than the insured value.

If **we** choose to pay **you** a cash amount to settle **your** claim and **you** are still paying for **your vehicle** under a finance agreement, **we** will first pay the finance company and then pay any amount that is left over to **you**.

If comprehensive cover is shown on **your schedule**, **we** will pay the cost, but only up to £500, to replace or repair audio equipment and navigation systems permanently fitted to **your vehicle**. If the equipment was supplied and fitted as standard when your vehicle was first registered, we will pay up to £1,000. If you have third party, fire and theft cover, we will pay the cost, but only up to £150, to replace or repair audio equipment permanently fitted to your vehicle.

We will provide a small courtesy car with a manual gearbox for the time **your vehicle** is being repaired by one of **our** approved repairers. Once **we** have decided that **your vehicle** can be economically repaired (is worth repairing) and if it cannot be driven, **our** approved repairer will provide a courtesy car for the time it takes them to do the repairs. If **we** provide a courtesy car, **we** will extend the cover provided by this policy so that **you** are also insured to drive the courtesy car. The courtesy car will not necessarily be the same make or model as **your vehicle**. **You** must only use the courtesy car in the United Kingdom under the approved repairer's terms of use. **We** will not provide a courtesy car if **your vehicle** is a total loss (the cost of repair is more than the **market value** of **your vehicle**).

NEW VEHICLE REPLACEMENT

If **your vehicle** is less than 12 months old from the date of first registration, and it is:

- stolen and not recovered; or
- damaged so that the cost of repair is more than 60% of the maker's current list price for a new vehicle of the same make, model and specification;

we will replace **your vehicle** with a new one of the same make, model and specification.

NEW VEHICLE REPLACEMENT DOES NOT APPLY IF:

- **your vehicle** is more than one year old from the date of first registration at the time of the loss or damage;
- **you** did not buy **your vehicle** from new;
- the repairs cost less than 60% of the manufacturer's current price list; or
- a new replacement vehicle of the same make, model and specification is not available in the United Kingdom.

We will only replace **your vehicle** if **you** ask **us** for this benefit, and if a new vehicle of the same make, model and specification is available straight away in the United Kingdom. If **you** do not ask **us** for this benefit, or if a new vehicle of the same make, model and specification is not available straight away in the United Kingdom, **we** will settle **your** claim as shown in 'Settling claims'.

If **you** are still paying for **your vehicle** under a finance agreement, **we** will need the finance company's permission to settle the claim in this way.

WHAT IS NOT COVERED

We will not pay for the following.

- Loss of use of **your vehicle** and any resulting costs or expenses, loss of value including loss of value because of damage whether **you** have it repaired or not, wear and tear, damage to tyres caused by punctures, cuts or bursts, or damage caused by any mechanical, electrical, electronic chip or computer software breaking or failing to work properly.

- Loss or damage if **your vehicle** is taken or driven without your permission by **your** employee or by a member of **your** family or by a person living in **your** home or by a person in a close personal relationship with **you** such as **your** girlfriend or boyfriend, unless there is evidence that they are being prosecuted for taking **your vehicle**.
- Loss or damage if **your vehicle** is taken or driven by a person who got **your** permission by pretending to be a buyer for **your vehicle** or by offering to sell it for **you**.
- Loss or damage caused by theft or attempted theft while nobody is in **your vehicle**, unless all the doors, windows and other openings are closed and locked, the vehicle's keys and any other door or ignition unlocking devices such as electronic fobs or cards are removed, and the vehicle's electronic or mechanical security devices are set.
- Loss of or damage to communication systems, phones, radar detectors, televisions, DVD players, portable navigation equipment or similar equipment.
- Loss of or damage to satellite navigation systems if cover is shown on **your schedule** as third party, fire and theft.
- If comprehensive cover is shown on **your schedule**, any amount over £500 to replace or repair audio equipment and navigation systems permanently fitted to **your vehicle**, unless the equipment was supplied and fitted as standard by the vehicle's manufacturer when **your vehicle** was first registered. **We** will pay up to £1,000 if this is the case. If third party, fire and theft is shown on **your schedule**, any amount over £150 to replace or repair audio equipment.
- Loss or damage as a result of a deliberate act by anybody insured under this policy.
- Any extra costs resulting from parts or replacements for **your vehicle** not being easily available in the United Kingdom.
- The amount of any **excess** applying to claims under this section of the policy.

Please also read the general exceptions and general conditions of the policy.

Section 2 Legal Liability to Other People

WHAT IS COVERED

We will cover **your** legal liability for the death of or bodily injury to any person and damage to property caused by:

- **you** using or driving **your vehicle**;
- an **insured driver** driving **your vehicle** with your permission; • any person using (but not driving) your vehicle for social, domestic and pleasure purposes with **your** permission;
- any passenger travelling in **your vehicle**, or getting into or out of **your vehicle**, with **your** permission;
- **you** or an insured driver driving a vehicle loaned to **you** under an agreement between **us** and one of **our** approved repairers while **your vehicle** is being repaired as a direct result of damage covered by this policy.

We will also cover the legal liability of the following people for causing death, bodily injury or accidental damage.

- The legal personal representatives of any person who has died and who was covered by this section of the policy.
- **Your** employer while an **insured driver** is driving **your vehicle** on the business of **your** employer with **your** permission. This cover only applies if the **certificate of insurance** shows that the business use is allowed. The cover does not apply if **your vehicle** is owned by or hired, rented or leased to **your** employer.
- **Your husband, wife or civil partner** while an **insured driver** is driving **your vehicle** on the business of **your husband, wife or civil partner** with **your** permission. This cover only applies if the **certificate of insurance** shows that the business use is allowed and that **your husband, wife, or civil partner** is an **insured driver**.

- **Your husband's, wife's or civil partner's** employer while any **insured driver** is driving **your vehicle** on the business of **your husband's, wife's or civil partner's** employer with **your** permission. This cover only applies if the **certificate of insurance** shows that the business use is allowed and that **your husband, wife or civil partner** is an **insured driver**. The cover does not apply if **your vehicle** is owned by or hired, rented or leased to your **husband's, wife's or civil partner's** employer.

We will also pay:

- legal costs and expenses which **we** have previously agreed and which arise from any coroner's inquest, fatal accident inquiry or police prosecution in connection with an accident covered by this policy;
- the cost of emergency treatment to injured people if the **Road Traffic Acts** say that the payment must be made; and
- liability to other people when **your vehicle** is being used for towing any single trailer or caravan or broken-down vehicle while it is attached to **your vehicle** and if allowed by law, unless **you** are being paid to tow the attached vehicles.

WHAT IS NOT COVERED

We will not pay for the following.

- Loss of or damage to any vehicle or property that belongs to, or is in the care of, any person, company or firm claiming under this policy section.
- Loss of or damage to any trailer, caravan or vehicle (or to any property in the trailer, caravan or vehicle) being towed by **your vehicle** or being towed by a vehicle being driven by **you**.
- Loss or damage or liability which is the responsibility of the person driving or steering any vehicle being towed by **your vehicle** or being towed by a vehicle being driven by **you**.
- Any liability which is covered under another insurance policy.
- Any liability for pollution or contamination unless it is caused by a sudden event which was not deliberate and not expected to happen.
- Any amount over £1,000,000 for pollution or contamination as a result of any claim, or series of claims caused by one event.
- Any amount over £20,000,000 for damage to other people's property (including any related indirect loss or damage) and any amount over £5,000,000 for related legal costs and expenses as a result of any claim, or series of claims caused by one event.
- Any legal costs or other amounts that **you** pay or agree to pay, or that any person, company or firm claiming cover under this policy section pays or agrees to pay, without first getting **our** agreement.
- Any liability for death or injury to an employee which arises out of or in the course of their employment by **you** or by another person, company or firm covered by this section of the policy. However, **we** will give the minimum cover needed under the **Road Traffic Acts**.

Please also read the general exceptions and general conditions of the policy.

Section 3 Foreign Travel

COMPULSORY INSURANCE COVER OUTSIDE THE TERRITORIAL LIMITS

Your policy provides the minimum cover **you** need by law for civil liability to other people while **your vehicle** is used in:

1. any country which is a member of the European Union; or
2. any other country which the Commission of the European Union approves as meeting the requirements of Article 7(2) of the European Community Directive on Insurance of Civil Liabilities arising from the use of motor vehicles (number. 72/166/CEE). These countries are named on **your certificate of insurance**.

If the minimum insurance needed by law in Great Britain is higher than the minimum needed in the country where **your vehicle** is being used, **we** will provide the minimum needed in Great Britain. **You** do not need a 'green card' to take **your vehicle** to the countries described above if you take **your certificate of insurance** with **you**.

If your **certificate of insurance** allows **you** to drive any other private motor car, the insurance for **you** to drive any other private motor car does not apply while **you** are outside the **territorial limits**.

FULL POLICY COVER OUTSIDE THE TERRITORIAL LIMITS

Your policy automatically provides the cover shown on **your schedule** for up to 90 days if **your** cover is comprehensive and up to 35 days if **your** cover is third party, fire and theft, in any one **period of insurance** while you are using **your vehicle** in the countries referred to at 1 and 2 above, as long as:

- **your vehicle** is taxed and registered in the United Kingdom;
- **your vehicle** is normally kept in the United Kingdom; and
- **you** keep a permanent home in the United Kingdom.

If **you** permanently live in Northern Ireland, **you** have foreign use cover as shown on **your schedule** which is extended for up to 365 days in the Republic of Ireland only.

Your policy provides cover while transporting **your vehicle** by rail or a recognised sea route (including loading and unloading) between the countries as described at 1 and 2 above.

If the total length of all **your** visits outside the **territorial limits** during the **period of insurance** is more than 35 days on third party, fire and theft cover or more than 90 days on comprehensive cover, **we** cannot provide further cover. **We** do not offer insurance if you visit countries that are not described at 1 and 2 above.

We will pay customs duty if **your vehicle** is damaged and the damage is covered by this policy and **your vehicle** cannot be returned to the United Kingdom.

WHAT IS NOT COVERED

What is not covered under section 1 and 2 is not covered under this section either (please see pages 5, 6 and 8). Please also read the general exceptions and general conditions of the policy.

Section 4 Personal Accident Benefits

WHAT IS COVERED

We will pay £5,000 if **you** or **your husband, wife** or **civil partner** are accidentally killed or suffer an injury described below while travelling in, or getting into or out of, **your vehicle** or any private motor car.

Injury

- Total and permanent loss of sight in one or both eyes.
- Total and permanent loss of use of one or both hands or one or both feet.

WHAT IS NOT COVERED

We will not pay the benefit if the injury or death:

- is the result of suicide or attempted suicide;
- happens when the person killed or injured is under the influence of alcohol or drugs;
- happens when the person killed or injured is aged over 75 on the date of the accident; or
- happens more than three months after the date of the accident or is not a direct result of the accident.

We will not pay the benefit if **you** are a company or firm.

We will not pay more than £5,000 in any one **period of insurance**, and **we** will not pay more than £5,000 for a single accident, even if the person killed or injured in the accident is insured under more than one policy with **us**.

Please also read the general exceptions and general conditions of the policy.

Section 5 Personal Belongings

WHAT IS COVERED

We will pay up to the personal belongings limit shown in the **schedule** for loss of or damage to personal property in **your vehicle** caused by a motor accident, fire, theft or attempted theft. If a personal belongings limit is not shown in the **schedule**, **we** will pay up to £50.

WHAT IS NOT COVERED

We will not pay for the following.

- Loss of or damage to money, jewellery, phones, cameras and their accessories, stamps, tickets or documents.
- Loss of or damage to goods or samples carried in connection with any business.
- Theft of personal belongings from a soft-topped or convertible vehicle unless they are stolen from a locked boot or locked glove compartment.

- Theft of personal belongings unless all doors, windows and other openings on **your vehicle** are locked, and it is broken into by force.
- Loss of or damage to property that is covered under any other policy.
- The amount of any **excess** applying to claims under this section of the policy.

Please also read the general exceptions and general conditions of the policy.

Section 6 Windscreens and Windows

WHAT IS COVERED

We will pay up to the amount of the windscreen limit shown in the **schedule** for accidental or malicious damage to the windscreen or windows of **your vehicle** including repairing scratches to the bodywork caused by the windscreen or windows being broken by accidental and malicious damage. If a windscreen limit is not shown in the schedule, we will pay up to the **market value** of **your vehicle**, but **we** will not pay more than the **insured value**.

If **you** do not use **our** chosen windscreen and window repairer, the most **we** will pay under this section is £95 after deducting any **excesses** which **you** must pay. If **you** claim under this policy section, **your** no-claim discount will not be affected.

WHAT IS NOT COVERED

We will not pay for the following.

- Damage to any part of a glass or plastic sunroof, roof panel, or foldable roof or removable hood of a convertible vehicle.
 - Damage as a result of a deliberate act by anybody insured by this policy.
- Loss of use of **your vehicle**.
- Any extra costs resulting from parts for **your vehicle** not being easily available in the United Kingdom.
- The amount of any **excess** applying to claims under this section of the policy. Please also read the general exceptions and general conditions of the policy.

Section 7 Driving Other Cars - Legal Liability to Other People

WHAT IS COVERED

We will cover **your** legal liability for the death of or bodily injury to any person and damage to property caused by **you** driving in the **territorial limits**, with the owner's permission, any other private motor car which the current **certificate of insurance** allows **you** to drive. This cover only applies if you still own **your vehicle** (or if **you** are still its main driver and **you** told **us** that someone else owns **your vehicle** when you insured it with **us**) and **you** are over 21 years old. This cover does not apply if the other private motor car **you** are driving is owned by or registered to, or hired, rented or leased to, **you**, **your** business partner or **your** employer, or is being kept or used in connection with **your** or **your** employer's business. This cover does not allow use to release a motor vehicle, other than **your vehicle**, which has been seized by, or on behalf of, any government or public authority.

We will also pay:

- legal costs and expenses which **we** have previously agreed and which arise from any coroner's inquest, fatal accident inquiry or police prosecution in connection with an accident covered by this policy; and
- the cost of emergency treatment to injured people if the **Road Traffic Acts** say that the payment must be made.

If your **certificate of insurance** allows **you** to drive any other private motor car, the insurance for **you** to drive any other private motor car does not apply while **you** are outside the **territorial limits**.

WHAT IS NOT COVERED

We will not pay for the following.

- Any legal liability arising from the use of any van, motorcycle, or any other motor vehicle that is not a private motor car.
- Loss of or damage to the private motor car you are driving under this section.
- Any liability for death or injury to the person driving or in charge of the private motor car under this section.

- Loss of or damage to any vehicle or property that belongs to, or is in the care of, any person, company or firm claiming cover under this policy section.
- Loss of or damage to any trailer, caravan or vehicle (or to any property in the trailer, caravan or vehicle) being towed by **your vehicle** or being towed by a vehicle being driven by **you**.
- Loss or damage or liability which is the responsibility of the person driving or steering any vehicle being towed by **your vehicle** or being towed by a vehicle being driven by **you**.
- Any liability which is covered under another insurance policy.
- Any liability for pollution or contamination unless it is caused by a sudden event which was not deliberate and not expected to happen.
- Any amount over £1,000,000 for pollution or contamination as a result of any claim, or series of claims caused by one event.
- Any amount over £20,000,000 for damage to other people's property (including any related indirect loss or damage) and any amount over £5,000,000 for related legal costs and expenses as a result of any claim, or series of claims caused by one event.
- Any legal costs or other amounts that **you** pay or agree to pay, or that any person, company or firm claiming cover under this policy section pays or agrees to pay, without first getting **our** agreement.
- Any liability for death or injury to an employee which arises out of or in the course of their employment by **you** or by another person, company or firm covered by this section of the policy. However, **we** will give the minimum cover needed under the **Road Traffic Acts**.

Please also read the general exceptions and general conditions of the policy.

Excesses

COMPULSORY EXCESS

If **your vehicle** or any part of its accessories or spare parts are lost or damaged as a result of accidental damage, fire, theft, attempted theft or malicious damage, **you** will be responsible for the first part of the cost as shown in **your schedule**.

VOLUNTARY EXCESS

If **your vehicle** or any of its accessories or spare parts are lost or damaged as a result of accidental damage, fire, theft, attempted theft or malicious damage, **you** must pay the voluntary **excess** as well as the compulsory **excess** and any other excesses that apply to **your** policy as shown on **your schedule**.

WINDSCREEN EXCESS

If your windscreen or windows of **your vehicle** are damaged as a result of accidental damage or malicious damage, **you** will be responsible for the first part of the cost as shown in **your schedule**.

More than one **excess** can apply to **your** policy as shown in **your schedule** and **you** must pay all excesses that apply as the first part of any claim. Other excesses that may also apply are described below.

No-claim discount protection excess

If **you** have taken the option to protect your no-claim discount at **your** policy start date or renewal, if **you** make a claim, **you** will have to pay an extra excess as shown in **your schedule**.

Exceeded annual mileage excess

If the number of miles driven between the start of the current policy period and the date of the accident or loss is higher than the limit shown on **your schedule**, **you** will have to pay an extra **excess** as shown in **your schedule**.

Young driver excess

If **you** make a valid claim under this policy involving a driver who is under the age of 25 at the time of the claim, **you** must pay an extra **excess**, as well as any other excesses shown in **your schedule**.

Inexperienced driver excess

If **you** make a valid claim under this policy, involving a driver who has a provisional licence or a person who has held a licence for less than 12 months at the time of the claim, **you** must pay an extra **excess** as well as any other excesses as shown in **your schedule**.

General Exceptions

THIS POLICY WILL NOT PROVIDE COVER OR BENEFITS UNDER THE FOLLOWING CIRCUMSTANCES.

- 1 We will not pay for any loss, damage or liability which arises while the vehicle covered by the **certificate of insurance** is being:

 - used for a purpose which is not allowed by the current **certificate of insurance**;
 - driven by, or is in the charge of, a person who has **your** permission to drive and who is not an **insured driver**;
 - driven by a person who does not hold a driving licence, unless the person has held and is not disqualified from holding or getting a licence;
 - driven by a person who is not keeping to the conditions of the driving licence they hold or are entitled to hold;
 - used to take part in a crime;
 - used in a place used for aircraft taking off, landing, parking or moving including airport service roads that the general public are not allowed to use;
 - used in a race, speed trial, rally, track day or similar motor sporting event; or
 - used in an unsafe or unroadworthy condition.
- 2 We will not pay for any legal liability which arises under a contract or agreement unless the person, company or firm claiming cover under this policy would have had that liability if the contract or agreement had not existed.

- 3 We will not pay for any loss, damage or liability which is the direct or indirect result of the following.

- War, revolution or any similar event.
- Actual or threatened terrorism or any similar event, or action to control, prevent or stop any terrorist event.

(Terrorism is any illegal action involving violence, force or danger to people or property that appears to be intended to:

- cause fear among the people of a country or state;
- disrupt any part of the economy of a government, country or state; or
- affect the policy or conduct of a government.)
- Earthquake, riot or civil disturbance outside Great Britain, the Isle of Man or the Channel Islands.
- Ionising radiation or radioactive contamination from any nuclear fuel or from nuclear waste.
- The radioactive, poisonous, explosive or other dangerous properties of any explosive nuclear equipment or any part of it.
- Pressure waves caused by aircraft or other flying objects travelling at or above the speed of sound.
- Anything harmful contained in any goods or property being towed by, carried on, supplied from, loaded on, or unloaded from **your vehicle**.
- Any harmful or incorrect medical treatment or help given at or from **your vehicle**.

However, **we** will provide the cover needed under the **Road Traffic Acts** for the events shown above.

- 4 We will not pay for any loss, damage or liability for which legal proceedings have been brought or judgement given in a court outside the United Kingdom, unless the proceedings or judgement are in a foreign country because **your vehicle** was being used in that country and **we** had agreed to provide insurance in that country.

General conditions

1 YOUR DUTY

We will only provide the insurance cover set out in this policy if:

- **you** and any person, company or firm claiming cover under the policy keep to the conditions of the policy; and
- the **proposal** does not contain any fact or declaration which is not true, and **you** have told **us** about any circumstances likely to affect **our** decision to accept **your** application for insurance cover.

2 CHANGES IN CIRCUMSTANCES

You must tell **us**, as soon as possible, about any change in circumstances likely to affect **our** decision to continue the insurance.

Examples of these changes are:

- any changes to **your vehicle**, including engine modifications and changes such as fitting alloy wheels, spoilers or skirts;
- any problem to do with the health of any person who will drive your vehicle;
- a motoring accident, insurance claim, motoring conviction or fixed penalty offence involving any person who will drive **your vehicle**;
- changes in the ownership or use of **your** vehicle or in the job of any person who will drive **your vehicle**;
- changes to **your** address or the address where **your vehicle** is usually kept; and
- changes in the number of vehicles owned or regularly driven by **you** or by members of **your** family who live with **you**. If a person whose details you have not already given us is likely to drive **your vehicle**, **you** must give **us** their full details.

3 OTHER INSURANCE

If any other insurance policies cover the same loss, damage or liability as this policy, we will only pay our share of the amount of the loss, damage or liability.

4 TAKING CARE OF THE VEHICLE AND ANY TRAILER OR CARAVAN TOWED BY THE VEHICLE

You and any other person, company or firm insured by the policy must take all reasonable steps to prevent loss of or damage to any vehicle insured by the policy and to keep the vehicle and any trailer or caravan towed by the vehicle in a safe and roadworthy condition.

We may examine the vehicle, trailer or caravan at any time

5 OUR RIGHT OF RECOVERY

If **we** have to settle a claim under the law of any country and **we** would not have paid that claim under the terms of the policy, **we** can get back from **you** the amount of any payment **we** have to make.

6 NO-CLAIM DISCOUNT

Your no-claim discount will follow the scale of discounts which applies when **you** renew **your** policy. If somebody makes a claim, you may lose all or part of **your** no-claim discount. If no-claim discount protection is shown in the **schedule**, **you** will only lose the no-claim discount if there are more than two claims in a five-year period. If somebody makes a claim, **we** may also apply a higher premium or an excess when **you** renew **your** policy.

7 CLAIM PROCEDURE

After any loss, damage or accident, **you** and any person, company or firm insured by the policy must:

- report the incident to us as soon as possible by phoning our Green Light Claims Helpline on 0870 532 0999;
- give **us** all the information and help that **we** ask for;
- send **us** every letter, claim, writ or summons immediately without answering it; and
- tell **us** immediately if there is to be a prosecution, inquest or other court proceedings.

8 DEFENDING OR SETTLING A CLAIM

You and any person, company or firm insured by the policy must not admit liability for any loss or damage, or make any offer to pay any claim.

We are entitled to decide exactly how to carry out any legal proceedings or settle any claim and to:

- take over and defend or settle any claim in the name of any person, company or firm insured by the policy; and
- take legal action in **your** name, or in the name of any person, company or firm insured by the policy, to get back any payment **we** make.

9 FRAUD

We will not pay for any loss, damage or liability if you or any person, company or firm insured by the policy makes a claim that is dishonest or exaggerated, or makes a false statement or provides false documents to support a claim.

10 CAR SHARING

This policy does not insure anyone to use **your vehicle** for hire or reward. However, if passengers in **your vehicle** make a payment towards the cost of a journey, **we will** not class this as use for hire or reward if:

- **your vehicle** is not designed or adapted to carry more than seven people including the driver;
- the passengers are not being carried in the course of a business of carrying passengers; and
- the total of the payments made by all the passengers does not include a profit.

11 SERVICE AND REPAIR

This policy will continue to provide insurance cover for **you** under policy section 2 while **your vehicle** is with motor traders or their employees being serviced or repaired. (**We** will ignore any restriction in use on **your certificate of insurance** which excludes use for motor-trade purposes under these circumstances.) However, the insurance cover for other people, companies or firms referred to in section 2 will not apply.

Other sections of the policy which apply for the type of cover shown in the **schedule** will also continue to apply if **your vehicle** is being driven by an insured driver or is not being driven at the time of the incident.

12 PAYING YOUR PREMIUM

If **you** have not paid the full premium for the whole period of insurance and **you** make a claim under this policy, **we** may deduct the amount of premium **you** still owe from the amount **we** pay to settle the claim.

13 CANCELLING YOUR POLICY

If **you** do not want to accept the policy and **you** return the **certificate of insurance** to **your** insurance broker within 14 days of receiving this booklet, **we** will refund the premium for the exact number of days left on the policy. We will also do this if **you** want to cancel the policy within 14 days after the renewal date.

You may cancel the policy at any other time by giving seven days' notice and returning the **certificate of insurance** to **your** insurance broker. If someone has claimed in the current period of insurance, **we** will not refund any part of the premium. If nobody has claimed in the current period of insurance, **we** will refund the premium for the exact number of days left on the policy less an administration charge of £35.

We, or **your** broker or other person acting for **us**, may cancel the policy by sending **you** seven days' written notice to **your** last known address. **You** must then send the **certificate of insurance** back to **us** and **we** will refund the premium for the exact number of days left on the policy. **We** will only pay **you** the refund after we receive the **certificate of insurance**.

If **we** cancel the policy, or **your** broker or other person acting for **us** cancels the policy, because **you** have not paid the premium (or that part of the premium which is due to be paid) on or before the date it is due, we will refund the premium for the exact number of days left on the policy less an administration charge of £35. If someone has claimed in the current period of insurance, we will not refund any part of the premium.

14 AUTOMATICALLY RENEWING YOUR POLICY

We may automatically renew **your** policy on the renewal date. If **we** do this, **we** will write to **you** before the renewal date with details of the renewal terms. If **you** pay **your** premium by direct debit, **we** will continue to take payments from **your** bank account for the renewal premium. If **you** do not want to renew, **you** must tell **your** broker or **us** and return the renewal **certificate of insurance** (if **you** have received one) before the renewal date. **We** will then refund any payment **we** have taken for the renewal premium. If **you** do not want to renew, but **you** only tell **your** broker or **us**, or return the **certificate of insurance**, after the renewal date, **we** will work out the refund as though **you** had cancelled the policy as shown in general condition 13.

Complaints Procedure

We will be pleased to send **you** a copy of **our** procedures for handling complaints if **you** ask **us**. If **you** arranged **your** insurance through an insurance broker and **you** are not satisfied with their service, please contact their managing director. If **you** are not satisfied with **our** service, please let us know straight away by phoning **us** on **01422 331166**. If **you** want to make a complaint in writing or **you** need more help, please contact our Customer Relations Officer at:

Customer Relations Provident Insurance plc
Halifax House
Ferguson Street
Halifax West
Yorkshire HX1 2PZ.
Fax: 01422 438488 E-mail: customer.
relations@providentinsurance.co.uk

Please tell **us** your claim reference number, **your** policy number or **your** insurance certificate number when **you** contact us. Please also give **us** your daytime and evening phone numbers. For **your** and our protection, and for training purposes, **we** may record or monitor phone calls. If **you** are not satisfied with **our** final response to **your** complaint, or if **we** have not given **you our** final response within eight weeks, you may refer **your** complaint to the Financial Ombudsman Service (FOS) at:

The Financial Ombudsman Service South
Quay Plaza
183 Marsh Wall
London E14 9SR.
Phone: 0845 080 1800 Website: www.
financial-ombudsman.org.uk

The FOS will only deal with **your** complaint if **you** are a private policyholder, a business with a group turnover each year of less than £1,000,000, a charity with an income each year of less than £1,000,000 or a trustee of a trust with a net asset value of less than £1,000,000.

Your legal rights are not affected if **you** take any of the steps shown above.

Other Important Information

We are authorised and regulated by the Financial Services Authority as an insurance company under registration number 202167. **You** can get more information at www.fsa.gov.uk or **you** can phone the FSA on 0845 606 1234.

We are covered by the Financial Services Compensation Scheme. **You** may be able to get compensation from the scheme if **we** cannot continue trading. **You** can get more information about this at www.fscs.org.uk or **you** can phone the FSCS on 0207 892 7300.

MOTOR INSURANCE DATABASE

We will add **your** policy details to the Motor Insurance Database (MID), run by the Motor Insurers' Information Centre (MIIC). The DVLA and DVLN I may use this information for the purpose of electronic vehicle licensing. The police may also use it to see whether a driver is using their vehicle legally or to prevent and detect crime. If **you** are involved in an accident (in the United Kingdom or abroad), other United Kingdom insurers, the Motor Insurers' Bureau and MIIC may search databases to gather relevant policy information.

Anyone making a claim for a road traffic accident (including citizens of other countries) may also gather relevant information which is held on the database. **You** can find out more about this from **us**, or at www.miic.org.uk

Contacting Us

If you have questions about your policy or if you want to change your insurance cover, please contact your insurance broker.

To tell us about a new claim, please phone us on:

Green Light Helpline - 0870 532 0999

To ask about a claim you have already reported to us, phone us on:

01422 286193

To tell us about a new windscreen or windows claim, please call our approved repairer on:

Autoglass: 0800 363636

To report insurance fraud, please call the ABI Cheatline on: 0800 328 2550

for more information visit
www.insurancefraudbureau.org

For your and our protection, and for training purposes, we may record or monitor phone calls.

Halifax House, Ferguson Street, Halifax, West Yorkshire, HX1 2PZ.

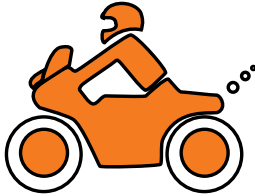
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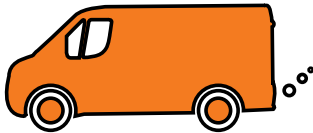
Registered Office: Lakeside House, Hebble Brook Business Park, Hays Lane, Halifax, HX2 8UL.

Provident Insurance aims to continually reduce the impact of its activities on the environment.

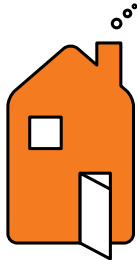
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