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Car Insurance



Southern Rock 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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Bike
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Van



Home



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Car Insurance



What our Terms Mean

Whenever the following words or phrases appear, they will have the meanings as described below irrespective of its typeface or colour.

YOU/YOUR

Insured/Policyholder.

YOUR CAR

Any motor **car** for which **You** have a current certificate of motor **insurance** under this policy.

CERTIFICATE OF INSURANCE

Legal evidence of **your insurance**. It shows the **car we** are insuring, who may drive **your car**, what it may be used for and the Period of **Insurance**.

WE/US/OUR

Southern Rock **Insurance** Company Ltd.

GREAT BRITAIN

England, Scotland and Wales.

UNITED KINGDOM

Great Britain, Northern Ireland, Isle of Man and Channel Islands.

TERRITORIAL LIMITS

United Kingdom.

SCHEDULE

The **schedule** should be read in conjunction with the Policy. It provides details of **your car**, cover, endorsements, premium and any **excess** that may apply to **your** policy.

PERIOD OF INSURANCE

The period of time covered by this Policy as shown in the **schedule**.

EXCESS

The amount of any claim **You** will have to pay if **your car** is lost, stolen or damaged.

ENDORSEMENT

A wording that changes the terms of **your** Policy.

STATEMENT OF FACT

A record of statements that **You** have made

and information **You** have confirmed to **us** which forms the basis of **your** contract of **insurance**.

ACCESSORIES

Parts of **your car** that are not directly related to how it works as a vehicle. This includes radio, cassette, disc player or similar component, that forms part of **your car**.

FIRE

Fire, self ignition, lightning and explosion.

THEFT

Theft or attempted **theft** or the taking of **your car** without permission.

TRAILER

Any drawbar **trailer**, semitrailer, horsebox or caravan.

MARKET VALUE

The cost of replacing **your car** with one of similar type and condition.

PLEASE KEEP THIS POLICY IN A SAFE PLACE

You must tell **us** about changes which affect **your** Policy and which have occurred either since the Policy started or since the last renewal date. If **You** are not sure whether certain facts are relevant please ask **your** intermediary. If **You** do not tell **us** about relevant changes, **your** Policy may not be valid or the Policy may not fully cover **You**.

THANK YOU FOR CHOOSING SOUTHERN ROCK INSURANCE CO LTD.

This is **your** Private **Car** Policy. Together with the **Schedule** and **Certificate of Insurance** it sets out the details of the cover **You** have with **us**.

Please read this Policy, the **Schedule** and the **Certificate of Insurance** carefully and make sure they meet **your** requirements. If **You** have any concerns or do not understand any of the terms or clauses contained within it, **You** should contact **your** intermediary immediately.

We will Indemnify **You** in accordance with and subject to the terms of this Policy in consideration of payment of the due premium for the Period of **Insurance**.

Our Contract With You

The Policy describes the **insurance** cover provided during the **period of insurance** **You** have paid for, or have agreed to pay for.

The proposal or any **Statement of Fact** and declarations that **You** make form part of this contract. The **schedule**, certificate of **insurance** and any endorsements shown on the **schedule** are all part of the contract and, together with this Policy, should be read as one document. For the contract to be valid all the information as disclosed in the statement of fact must be true and complete to the best of **your** knowledge. **You** must keep to the conditions of this Policy.

The **insurance** cover applies anywhere within the **territorial limits** and cover can be extended to cover **You** abroad subject to the conditions stated in this Policy. **Your car** will also be covered in transit via air, sea and rail between acceptable countries.

LAW APPLICABLE TO CONTRACT

This Policy is a contract between **You** and **us** and nobody else has any rights other than those they have in law. This **insurance** contract is written in English and is therefore subject to English Law. All communications about this Policy will be in English.

COOLING OFF PERIOD

If, after having examined this Policy, **You** decide not to proceed, **You** have 14 days from the date **You** received the Policy document to cancel this Policy and receive a refund of premium. To do this **You** must contact the intermediary or organisation that sold **You** this Policy.

Any refund of premium given may be subject to a charge for any period that cover has been in force plus reasonable administration charges. To exercise **your** right to cancel **your** Policy, **You** must forward **your** certificate of **insurance** with **your** written instruction to the intermediary that sold **You** this Policy. A refund will not be given if **You** have made a claim under the Policy or an incident has occurred which may give rise to a claim under this Policy.

If **You** do not exercise **your** right to cancel **your** Policy, it will continue in force for the term of the Policy and **You** will be required to pay the full premium as stated.

POLICY COVER INDEX

TYPE OF COVER	SECTIONS WHICH APPLY
Comprehensive	All parts of this Policy apply.
Third Party Fire & Theft	Sections 2, 4, 5, 7 & 8 Section 1 only applies for loss or damage caused directly by Fire or Theft
Third Party Only	Sections 2, 4, 5, 7 & 8

Section 1 - Loss and Damage

LOSS OF OR DAMAGE TO YOUR CAR, ACCESSORIES OR SPARE PARTS

In the event of damage to **your car** resulting from Accident, Fire or Theft **we** will either:

- repair the damage
- replace what is lost or is damaged beyond economical repair
- pay the cost of the loss or damage

We can choose which of these actions **we** will take for any claim **we** accept.

The most **we** will pay is the market value of **your car, accessories** and spare parts at the time of the loss or damage. **We** will not pay more than the amount for which **You** insured them. If **your car** is under a hire purchase or leasing agreement, **we** will normally pay any claim to the legal owner.

If a replacement for any damaged accessory or part of **your car** is not available **we** will pay the value of the accessory or part at the time of the loss. **We** will not pay more than the manufacturer's last quoted list price in the **United Kingdom** for the accessory or part. If such a list is not available the most **we** will pay is the manufacturer's last quoted list price in the **United Kingdom** for an equivalent accessory or part. **We** may use **accessories** or parts, which are not made or supplied by the manufacturer of **your car** but are of a similar type and quality to the parts **we** are replacing. **We** will not be responsible for additional storage costs caused by the unavailability of an accessory or spare part nor the cost of importation of any accessory or part into the **United Kingdom**.

If **your car** cannot be driven because of the loss or damage covered under this Policy **we** will pay the reasonable cost of protecting **your car** and taking it to the nearest competent repairer. After it has been repaired **we** will pay the reasonable cost of delivering it to **your** address in the **United Kingdom**.

We will retain, at **our** discretion, the right to the salvage of a vehicle following a total loss for disposal in accordance with the Association of British Insurers code of practice.

NEW CAR REPLACEMENT

We will replace **Your Car** with a new **car** of the same age, make and specification (subject to availability) if, within 6 months of purchase new by **You**:

- Any repair cost or damage covered by the policy exceeds 70% of the list price (including VAT) at the time of purchase; or
- **Your Car** is stolen and not recovered

Replacement is subject to:

- **Your Car** being owned by **You** or having been purchased under a hire purchase agreement (any **Car** which is the subject of any type of leasing or contract hire is not eligible for replacement).
- The agreement of any interested hire purchase company.
- **You** being the first registered owner of **Your Car**.

AUDIO COVER

This Policy will cover the loss of or damage to any radio, cassette, disc player or similar apparatus and component parts and is limited to the maximum payable (shown below) upon any one occasion when loss or damage occurs. This cover applies only to equipment permanently fitted to **your car**.

Comprehensive £750.00

Third Party Fire and Theft £500.00

The cover levels shown are prior to deduction of the applicable Policy **excess**.

YOUNG/INEXPERIENCED DRIVERS

An inexperienced driver is someone who holds a provisional licence or who has held a full UK/EU licence for less than 12 months.

If **your car** or any of its **accessories** or spare parts are damaged whilst **your car** is being driven by, or in the charge of a person who is young or inexperienced, **You** will have to pay the amount shown below towards any claim.

The Policy **Excess** is stated on **your schedule**. The following are additional excesses for the reasons stated.

Age of Driver	Experience	Excess level
25 years and over	Inexperienced	£100
21-24 years inclusive	All drivers	£150
17-20 years inclusive	All drivers	£250

This amount is in addition to any **excess You** have agreed to pay for the first part of any own damage claim as stated in the **schedule**. **You** will not have to pay the amounts shown above if the loss or damage is caused by **fire** or **theft**. A standard Fire & Theft **excess** of £100 applies. If **we** pay the whole amount of the claim, **You** must immediately pay **us** the amount stated under this wording.

We will not pay for any of the following

- (a) depreciation, wear and tear, mechanical, electrical and electronic breakdowns or failures, or equipment or computer malfunctions
- (b) loss of use or value of **your car**
- (c) damage to tyres by application of brakes or by punctures, cuts or burst.
- (d) loss where property is obtained or attempted to be obtained by any person using any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectable, irrecoverable or irredeemable for any reason
- (e) loss resulting from repossession of **your car** or restitution to its rightful owner
- (f) loss of or damage to **your car** arising from it being taken by, or driven by, a person who was not an insured driver under the Policy, but was a member of **your** family or household or any other person known to **You**, unless **You** can prove that the driver intended to permanently deprive **You** of **your car**
- (g) loss or damage arising from **theft** while the ignition key or similar device has not been removed and all doors, windows and other openings have not been closed and locked whilst **your car** is left unattended
- (h) loss of or damage to telephone, communication, navigation or television/ games equipment of any kind
- (i) any increase in damage as a result of **your car** being moved under its own power following an accident, **fire** or **theft**
- (j) damage caused by frost or freezing
- (k) that part of the cost of any repair or replacement which improves **your car** beyond its condition immediately before the loss or damage occurred.
- (l) loss or damage caused maliciously or deliberately by any person driving **your car** with **your** permission or agreement
- (m) loss or **theft** of keys, remote controls or security devices
- (n) loss of or damage to any **trailer** or caravan whether or not it is being towed by or attached to **your car**
- (o) loss or damage caused by an inappropriate type or grade of fuel being used
- (p) loss or damage arising whilst **Your Car** is being driven by or in charge of any person who is under the influence of alcohol or drugs or; has a blood or urine alcohol content in **excess** of the legal limit or; refuses to supply a breath, blood or urine sample
- (q) failure or inability of any equipment or any computer programme to recognise, correctly interpret or process any date as the true or correct date, or to continue to function correctly beyond that date
- (r) any amount above the cost (or in the case of a vehicle of foreign manufacture the sterling equivalent of the cost) of any parts or Accessories according to the manufacturer's last published list price plus the reasonable cost of fitting
- (s) loss of or damage to **Your Car** arising from confiscation or requisition or destruction by or under order of any Government or Public or Local Authority

SECTION 2 - Liability to Third Parties

COVER PROVIDED FOR YOU

- This Policy covers **You** for all **You** legally have to pay for the death of or personal injury to any person as a result of an incident involving **your car**
- Damage to any property as a result of an incident involving **your car** for up to £20,000,000 (including all costs, expenses and indirect losses) in respect of any such incident or series of incidents arising out of the one event.

The same cover will apply if **You** are driving in the **United Kingdom** any other **car** which the certificate of **insurance** allows **You** to drive providing **You** do not own the vehicle and **You** have the owner's permission to drive the vehicle. Note that there is no cover for loss or damage to that other **car**.

COVER PROVIDED FOR OTHER PEOPLE

If **You** ask **us** to, **we** will give the following people the same **insurance** cover **we** give **You**:

- anyone **You** allow to drive **your car** who is named to drive it under the **Certificate of Insurance** and is not excluded by an **endorsement**
- anyone **You** allow to use, but not drive, **your car** for social domestic and pleasure purposes
- any passenger travelling in or getting into or out of **your car**
- **your** employer or business partner, as long as **your car** is not owned by or leased by or hired to either **your** employer or business partner and **your car** is being used for a purpose which is allowed under **your Certificate of Insurance**.

YOUR LEGALLY APPOINTED REPRESENTATIVES

If anyone insured under this Policy dies **we** will transfer to their estate the protection **we** provide under this Policy.

LEGAL FEES AND EXPENSES

If **we** give **our** prior written agreement, **we** will pay solicitor's fees to:

- a) represent anyone insured under this Policy at any Coroner's Inquest or Fatal Accident Inquiry and to defend proceedings in a Court of Summary Jurisdiction for any accident which might give rise to a claim under part b) below;
- b) defend anyone insured under this Policy if legal proceedings are taken against that person for manslaughter or causing death by reckless driving.

This cover for legal fees and expenses only applies if:

- **You** ask **us** to provide the cover and **we** agree to provide it; and
- the death or deaths giving rise to the proceedings are caused by an accident covered by this Policy.

SECTION 2 - Exclusions

THE COVER UNDER THIS SECTION WILL NOT APPLY:

- (a) to anyone driving **your car** who has never held a licence to drive it or who is disqualified from holding or applying for such a licence.
- (b) to anyone entitled to cover under any other Policy
- (c) for loss of or damage to property belonging to or in the custody or control of any person insured under this part of the Policy
- (d) to anyone who fails to keep to the terms, exceptions, conditions and endorsements of this Policy
- (e) to liability for the death of or bodily injury to any person out of their employment by any person insured under this Policy except as required by any Road Traffic legislation.

SECTION 3 - Medical Expenses

If **You, your** driver or any of **your** passengers are injured in an accident involving **your car, we** will pay the medical expenses of up to £100 for each insured person.

SECTION 4 - Emergency Medical Treatment

We will pay for emergency treatment as required under the Road Traffic Acts. Any payment made under this section will not affect **your** No Claims Discount.

SECTION 5 - No Claims Discount

We will reduce the premium **You** pay when **You** renew **your** Policy according to **our** current scale of no claims discount subject to no payments being made for any claims which occurred within the current Period of **Insurance**.

We reserve the right to retain proof of **your** no claims entitlement until all payments due have been made.

NO CLAIMS DISCOUNT PROTECTION

A no claims discount of 5 or more years will not be reduced provided no more than 2 partial fault, fault, **fire** or **theft** claims occur within any 5 successive years.

SECTION 6 - Windscreen / Glass Cover

We will pay for a broken or damaged windscreen, windows or glass sunroofs in **your car** and scratching of the bodywork caused by them breaking.

You will pay £60 (the **excess**) towards each claim for a broken windscreen or windows. If the damage is repairable and does not require a replacement windscreen or window, then the **excess** does not apply.

Provided **You** contact the Glass Help Line on 0870 300 0149 to arrange for replacement or repair of **your** windscreen or windows, the cover supplied by this Policy will be unlimited. However, if any other repairer is used then cover will be restricted to £100.00 less the standard **excess**.

Any payment under Section 6 solely for the breakage of **your** windscreen or windows shall not affect any entitlements to no claims discount.

SECTION 7 - Foreign Travel

In line with European Union directives, this Policy provides the minimum cover **You** need by law to use **your car** in:

- any other country which is a member of the European Union.
- Any other country which agrees to meet European Commission Directives on motor **insurance** and satisfies the European Commission that it has made arrangements to meet the requirements of these directives.

We are able to provide the wider cover shown in **your schedule** while **your car** is being used outside of the **territorial limits** and **You** should contact **your** intermediary at least 14 days in advance of **your** date of travel to arrange this stating which countries **You** are visiting and **your** date of departure and return. A charge will be made for this extension.

INTERNATIONAL MOTOR INSURANCE CERTIFICATE (GREEN CARD)

A Green Card is no longer required for travel within those countries which are members of the European Union or which meet the requirements of the European Commission Directives on motor **insurance**.

For travel outside these countries, if cover is accepted by **us**, a Green Card will be issued showing the countries and dates for which the wider cover is being provided.

CUSTOMS DUTY

We will indemnify **You** against liability for the enforced payment of Customs Duty on **your car** after temporary importation provided that such liability arises directly from loss or damage covered by this Policy

DRIVING OF OTHER CARS

Section 7 applies only to **your car**. If **your** certificate of **insurance** allows **You** to drive any other **car**, that cover does not apply outside of the **United Kingdom**.

SECTION 8 - Servicing or Repair

When **your car** is in the possession of the motor trade for overhaul, upkeep, service or repair **we** will continue to provide **insurance**

on **your car** unless any other **insurance** operates.

SECTION 9 - Personal Belongings

We will pay up to a maximum of £150 for loss or damage to personal belongings carried in or on **your car** caused by **fire, theft** or accidental means.

EXCLUSIONS TO SECTION 9

We shall not be liable for loss of or damage to:

- money, stamps, tickets, documents, securities, lottery tickets, raffle tickets, promotional vouchers or Air Miles vouchers
- goods, tools or samples carried in connection with any trade or profession
- Property that is covered under any other Policy
- Tapes, cassettes, compact and mini discs, citizen band radios, phones or phone equipment
- Theft of personal belongings if carried in an open top or convertible vehicle unless contained in a locked boot.

SECTION 10 - Personal Accident

If **You** or **your** spouse suffer accidental bodily injury in direct connection with **your car** or while travelling in or getting into or out of any other **car** and the injury is the cause of death, loss of eyes or limbs, then **we** will pay a maximum benefit of £5000 to the injured person or, in the event of death, to the deceased's legal personal representatives.

EXCLUSIONS TO SECTION 10

We will not pay the benefit if

- the injury is caused by suicide or attempted suicide or any intentional self injury or the injury happened under the influence of drink or drugs or had more alcohol in their body than the limits sets down in the Road Traffic Acts
- The insured person has reached the age of 75
- Death, loss of eyes or limbs arises more than three months after the event leading directly to the condition

General Exclusions Applying to the Whole Policy

These General Exclusions apply to all sections within this Policy and describe the things which are not covered. These apply as well as the exclusions shown in each Section of Part A detailing the cover provided.

1. This Policy does not apply when any **car** covered by it is
 - (a) used for any purpose not permitted by the effective **Certificate of Insurance**.
 - (b) driven or in the charge of anyone who is not described in the **Certificate of Insurance** as a person entitled to drive or who is excluded from driving by any endorsements or covered by another Policy
 - (c) driven or in the charge of anyone who does not have a valid driving licence or who is disqualified from driving, who has not held a driving licence or who is prevented by law from holding one
 - (d) driven by or in the charge of anyone who does not keep to the conditions of their licence or all the conditions of this Policy
 - (e) used to tow for reward any **trailer**, caravan or vehicle (or to any property in the **trailer**, caravan or vehicle)
 - (f) used to carry passengers or goods in a way likely to affect the safe driving and control of the vehicle.
2. This Policy does not cover any loss or damage to property, legal liability, expense, consequential loss or bodily injury which is directly or indirectly caused by contributed to or arising from:
 - ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of it.
3. Except as required under the Road Traffic Acts, this Policy does not cover any loss or damage caused by war, invasion, act of foreign hostilities (whether or not war is declared), civil war, rebellion, revolution, insurrection, military or usurped power.
4. This Policy does not provide cover for any liability arising out of acts of terrorism as defined in Part 1 of the UK Terrorism Act 2000 or successors thereto, except as is necessary to meet the requirements of the Road Traffic Acts. In territories other than the **United Kingdom** the definition contained in the UK Terrorism Act 2000 or its successors will be deemed to be the applicable definition.
5. This Policy does not cover death of or bodily injury to any person or damage to any property which is directly or indirectly caused by pollution or contamination, unless this pollution or contamination is directly caused by an incident which occurs in its entirety at a specific time and place during the **period of insurance** and is sudden, identifiable, unintended and unexpected. **We** will consider the pollution or contamination to have happened at the time the incident took place.
6. **We** will not pay the claim and all cover under the Policy is forfeited if **You** or anyone acting for **You** makes a claim under the Policy knowing the claim to be false, fraudulently inflated or supported by fraudulent documents or if the loss, damage or injury is caused by **your** wilful act or with **your** connivance.
7. This Policy does not apply when any **car** covered by it is towing more than one caravan, **trailer** or disabled mechanically propelled vehicle at any one time.
8. Loss or damage arising during (unless it be proved by **You** that the loss or damage was not occasioned thereby) or in consequence of:
 - earthquake
 - riot or civil commotion occurring elsewhere than in the **United Kingdom**. Except as required by any road traffic legislation.

9. Loss or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.
10. This Policy does not provide cover for any accident, injury, damage, loss, consequential loss or any liability of whatsoever nature while **your car** is in or on that part of an aerodrome, airport, airfield or military base provided for:
 - (a) the take off or landing of aircraft and/or the movement of aircraft on the surface
 - (b) aircraft parking aprons including the associated service roads, refuelling areas and ground equipment parking areas.
11. Racing of any description or being used in any contest, competition, rallies or speed trial (apart from treasure hunts).
12. **Your car** whilst being used on any form of race track or offroad activity.
13. Any liability that **You** have agreed to accept unless **You** would have had that liability anyway.

General Conditions Applying to the Whole Policy

The following General Conditions apply to all of this Policy. These describe **your** responsibilities, general information and the procedures that apply in certain situations, such as when there is a claim or the Policy is cancelled. If **You** do not meet the terms and conditions of this Policy, it could make the cover invalid or mean **we** may refuse to pay **your** claim.

1. CANCELLATION

If **You** want to cancel this Policy, **You** must tell **us** in writing and at the same time send **us your** certificate of **insurance**. As long as **You** have not made a claim under this Policy, **we** will refund part of **your** premium. If the Policy is cancelled in the first year **we** will calculate the refund by using **our** scale for short period **insurance**. If the Policy is cancelled in any other year **we** will calculate the refund on a pro rata basis.

We, or **our** authorised agent, may cancel this Policy by giving **You** seven days notice by letter. This letter will be sent to **your** last known address. **You** must send **us** the Policy and certificate of **insurance** and **we** will then refund **You** a part of **your** premium.

2. OTHER INSURANCE.

If **You** claim for anything that is covered by any other **insurance**, **we** will only pay any amount **You** cannot get back from the other **insurance** up to the limits of this Policy.

3. CARE OF YOUR CAR

Your car must be covered by a valid Department of Transport Test (MOT) Certificate if **You** need one by law. **You** must do all **You** can to protect **your car** and contents and keep **your car** in a roadworthy condition. If **we** ask **You** must let **us** examine **your car** at any reasonable time. If **You** do not take reasonable care of **your car** and meet any security requirements, this Policy may no longer be valid and **we** may not pay any claim.

4. YOUR DUTY

Your premium is based on the information **You** gave **us** when **your** cover started and when **You** renew it. If **your** circumstances change **You** must tell **your** intermediary as soon as possible. **You** should keep a record

of the information **You** give in relation to this Policy. If **You** did not or do not give full and accurate information, this Policy may be invalid and **we** may refuse to deal with any claim **You** might make.

This **insurance** will only apply if:

the person claiming has kept to all the terms and conditions of this Policy; and

all the information **You** have given and upon which the Policy is based is correct and complete.

5. MOTOR INSURANCE DATABASE (MID)

It is a condition of this Policy that **You** advise **your** intermediary immediately of any changes to:

- Vehicle details
- Risk address
- Drivers details

so that **We** can ensure that the Motor **Insurance** Database is kept up to date.

6. ACCIDENTS AND CLAIMS PROCEDURE/ADVICE.

To report a claim, please call **0845 219 8553**. Assistance is available on this number 24 hours a day.

You will need to provide us with

- **Your** name, address and Policy/certificate number
- the name, address, phone number, vehicle registration and any other information **You** can gain from the other driver or drivers, passengers, witnesses and any attending police officer.
- full details of the incident

You should

- If there is an injury, report the incident to the police within 24 hours
- report any **theft** to the police immediately and take a note of the officers name, number and crime reference. If **your Car** is located after its **theft**, make sure that it is safe and secure

- Send every communication **You** receive in connection with the claim to **us** unanswered as soon as possible
- notify **us** as soon as **You** become aware of any pending prosecution, Coroner's Inquest or Fatal Accident Inquiry involving any person covered by this Policy
- not admit responsibility
- not act in any way to prejudice **our** interest
- provide **us** with all reasonable assistance **we** may need

In the event of a claim covered by this Policy **You** must still pay the premium. If payment is not made, **we**:

- may cancel this Policy in accordance with the General Conditions and seek payment of the outstanding balance of premium
- may refuse to pay any claim arising from an occurrence on or after the due date of the premium

Right of Recovery

If the law of any country which this Policy covers requires **us** to make payments which, but for that law, **we** would not otherwise have paid, **You** must repay the amount to **us**.

If any claims or other monies are paid to **You** by mistake for any reason, or a claim

- reserve the right to deduct any outstanding premium from the claim payment, if the claim is for loss of or damage to **your car**, which is covered by this Policy
- may recover from **You** the outstanding balance of premium or seek reimbursement from **You** of any claim payment, which has already been made

We can take over and conduct in **your** name or in the name of any person covered by this Policy:

- the defence or settlement of any claim
- legal proceedings in **your** name at **our** expense and for **our** benefit to recover any payments made under this Policy.

You or the person covered under this Policy must cooperate with **us** on any matter affecting this **insurance**.

has been paid which **we** later find to be fraudulent, false or exaggerated, **You** must repay the amount paid by **us**.

If Your Complaint Concerns Us

Southern Rock Insurance Co.Ltd. is committed to providing the highest standards of customer care but we recognise that there may be occasions when you may have an issue with the way your Policy has been administered.

Complaints should be directed in writing to the following, quoting **your** Policy/certificate number:

Customer Services Director
Southern Rock **Insurance** Co.Ltd.
Suite 2B,
Eurolife Building,
1 Corral Road
Gibraltar

When **You** make a complaint, **You** will be given a contact name and told when **You** can expect to receive a reply. All complaints will be acknowledged within 5 business days. **You** may be asked to supply information in writing, to support any allegation made.

We may be able to respond to a complaint immediately. Where this is not possible, a written response will be given within 20 business days. If for any reason this is not possible **we** will write to **You** promptly to explain why **we** have been unable to finalise the matter quickly. **We** will also let **You** know when **we** will contact **You** again.

FINANCIAL OMBUDSMAN SERVICE

If **You** are still unhappy following receipt of **our** final response, **You** can refer the dispute to the Financial Ombudsman Service who will review **your** case on an independent basis. The address is:

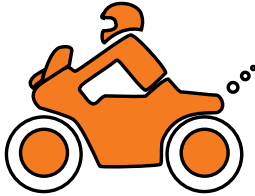
The Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR
Tel: 0845 080 1800
Fax: 0207 964 1001
Email:
complaint.info@financialombudsman.org.uk

THE FINANCIAL SERVICES COMPENSATION SCHEME.

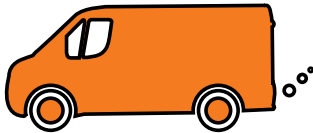
We are covered by the Financial Services Compensation Scheme. This means **You** may be entitled to compensation from the scheme if **we** cannot meet **our** obligations. This depends on the type of business and the circumstances of the claim.

If **You** take any of the actions mentioned above, it will not affect **your** right to take legal action.

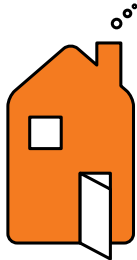
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