

BLACK BOX INSURANCE

Policy Booklet



highway
PART OF LIFE

 **marmalade**

WELCOME!

Thank you for choosing Marmalade Black Box insurance. We hope you'll be happy with the cover and service you get from us. This booklet tells you everything you need to know about your insurance, please keep it safe with your schedule and certificate of insurance.

A little bit more about us...

LV= and Liverpool Victoria are registered trademarks of Liverpool Victoria Financial Services Limited and LV= and LV= Liverpool Victoria are trading styles of the Liverpool Victoria group of companies. Your policy is underwritten by Highway Insurance Company Limited, part of the Liverpool Victoria General Insurance Group. You can find out more about us at www.LVbroker.co.uk/customers

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IMPORTANT INFORMATION

Please read this **policy**, the **schedule** (including any **endorsements**) and the **certificate of motor insurance** very carefully. Together with the information **you** gave **us** in the **proposal form or statement of fact**, and the declarations that **you** have made, they form the **contract of motor insurance**. **You** should pay particular attention to the **general exclusions**, the **general conditions** and any **endorsements** which apply.

The words that appear in bold throughout this **policy** are defined under Definitions and have the same meaning wherever they appear.

Please tell Marmalade immediately if **you** have any questions, the cover does not meet **your** needs, or any part of **your** insurance documentation is incorrect.

Privacy Policy

A summary of how we use personal information

Highway Insurance Company Limited is the controller of personal information. **We**'ll keep **you** informed about how **we** use personal information in the document 'Privacy Policy', which is available:

- online at www.lvbroker.co.uk/customers/data-protection

You have a number of rights concerning personal information. **You** can ask for a person to review an automated decision, and in certain circumstances to:

- access the personal information **we** hold about **you** or anyone on the policy.
- correct personal information **you** think is inaccurate or to update information **you** think is incomplete.
- have personal information deleted in certain circumstances.
- restrict **us** processing personal information, under certain circumstances.
- receive personal information in a portable format. This only applies to information **you** have provided to **us**.
- object to **us** processing personal information, under certain circumstances.

If **you** want to find out more or exercise these rights, contact GI Customer Support, LV=, County Gates, Bournemouth, BH1 2NF or email **us** at GICustomerSupport@LV.co.uk

You can also contact **our** Data Protection Officer: Data Protection Officer, 57 Ladymead, Guildford, Surrey, GU1 1DB, or via email at GIdataprotection@LV.co.uk

IMPORTANT INFORMATION CONTINUED

How To Make A Complaint

If **you** have a complaint about **your policy** or the service **you** have received, please contact Marmalade. If they are unable to resolve **your** complaint **you** may refer **your** complaint to the Financial Ombudsman Service within six months of receiving their final response letter.

Should **you** be unhappy with the service provided by Highway please contact **us** by phone on 0800 028 9822 (For Text Phone please dial 18001 first. Opening hours Mon-Fri 9am-5pm). If **you** prefer to write, please address your letter to The Customer Care Department, LV= Brentwood, PO Box 9104, Frizzell House, County Gates, Bournemouth, BH1 9DB Email: complaints@lvbroker.co.uk. When contacting **us** please ensure **you** quote **your policy** or claim number as appropriate. A copy of **our** internal complaints procedure is available on request.

If **we** cannot resolve **your** complaint, **you** may refer **your** complaint to the Financial Ombudsman Service within six months of receiving **our** final response letter. The address is:

Financial Ombudsman Service, Exchange Tower, London, E14 9SR.

Telephone 0800 023 4567 or 0300 123 9 123 (from mobile or non BT lines)

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

Website at www.financial-ombudsman.org.uk

Making a complaint will not affect **your** right to take legal action.

Financial Services Compensation Scheme

What happens if **we** are unable to meet **our** liabilities?

If **we** are unable to meet **our** liabilities to **our** policyholders, **you** may be able to claim compensation from the Financial Services Compensation Scheme (FSCS). There are different levels of compensation, depending on what kind of insurance **you** have:

Compulsory insurance such as third party motor insurance, is covered for 100% of the claim.

Non compulsory insurance, such as home insurance, is covered for 90% of the claim.

You can get further information from the Financial Services Compensation, www.fscs.org.uk, telephone 0207 741 4100 or e-mail, enquiries@fscs.org.uk.

YOUR TELEMATICS POLICY

This **policy** differs from a standard motor car **policy** and requires the fitting of a **telematics tag** to **your** car, the download of the **Marmalade Young Driver app** to your smartphone and use of the data the app and **telematics tag** collects.

The following section explains the differences.

Installation

It is a requirement of this **policy** that **you** fit the **telematics tag** to the inside windscreen of **your** car and that **you** download the **Marmalade Young Driver App**.

The **telematics tag** will be posted to **you** after **you** have purchased this policy. The **telematics tag** is self-adhesive and will come with easy to follow instructions. Once fitted, please follow the instructions on the Young Driver app to pair the **telematics tag** with **your** smartphone.

We require **you** to do this as soon as **you** receive **your** telematics tag. Please contact **us** if **you** do not receive this within 7 days. In the event the **telematics tag** is not installed and paired as soon as **you** receive it, **you** may not be covered to drive the Insured Car and **your policy** may be cancelled.

To remain insured **you** must ensure that **your** smartphone is always able to pair with **your telematics tag** by:

- Ensuring Bluetooth is enabled during every trip.
- Enabling location services for the app.
- Enabling notifications for the Young Driver app.
- Ensuring that it is not on power saving mode and is charged to more than 10% throughout every journey.

The Telematics tag

It is a condition of this **policy** that **you** must not, nor permit any person or organisation to tamper, alter or dismantle the **telematics tag** in any way or to interfere with the Global Positioning System (GPS) signal received or the Mobile Phone Network signal sent or received by the **telematics tag**. In the event of this occurring we may cancel **your policy** in line with **our** right to cancel under Cancelling Your Policy (Outside the -off Cancellation Right).

Should Marmalade identify that **your** telematics tag is not installed and paired with **your** smartphone, Marmalade will contact **you** to request that it is paired. In the event that the **telematics tag** is not paired and there is no valid reason why it should not be re-paired with **your** smartphone **we** may cancel **your policy** in line with **our** right to cancel under **Cancelling Your Policy** (Outside the -off Cancellation Right).

In the event that, for any reason the telematics tag requires replacing, Marmalade will send **you** a new telematics tag for **you** to fit in replacement of the old device. **You** will be required to post the defective telematics tag to Marmalade: Marmalade House, Alpha Business Park, Mallard Road, Bretton, Peterborough, PE3 8AF.

If **you** remove **your** car from the **policy** or **your policy** is cancelled, the **telematics tag** device will not collect or transmit any further data from 7 days after the expiry of the policy, unless **you** move the telematics tag to **your** replacement car insured with **us**. Unless the telematics tag has been removed from **your** car, it is your responsibility to inform any person or organisation buying or taking ownership of **your** car that the **telematics tag** is fitted to it.

Details of how driving behaviour is assessed and scored are set out in Section 10, and details of how the caution and additional premium process works are set out in Section 11 of this policy.

Use of Data

In this section where the word '**we**' '**us**' or '**our**' is used, it means **Highway Insurance**, Marmalade, appointed providers and / or service partners who will all keep and use the **data** securely.

It is important that **you** read this part of **your policy** so that **you** understand who can access and use the information you have provided, together with the **data** collected by the **telematics tag** and the purposes for which we will use it. This should be read in conjunction with the privacy policy section.

YOUR TELEMATICS POLICY CONTINUED

The **data** collected by the **telematics tag** is transmitted via a Mobile Phone Network in a secure format.

By taking out the Marmalade Black Box **policy you** are consenting to **your data** being collected by the **telematics tag** and the **Marmalade Young Driver app**, and to this **data** being used by **us** in the ways outlined below.

It is a condition of this **policy** that **you** inform anyone that is going to drive **your** car that it is fitted with a **telematics tag** that will collect and transmit **data** about how **your** car is driven and used. **You** must advise every driver that each **journey** is monitored and will be visible to **you** via **your** app, any named drivers with access to **your** app and to us. See General Condition **Telematic tag** and **Data**.

From the date the **telematics tag** is installed it will collect information including (but not limited to):

- the time of day and date of travel,
- **your** car's location,
- the distance travelled,
- speed throughout **your** car's journey,
- braking frequency and force,
- how smoothly **your** car accelerates,
- time spent stationary,
- mobile phone usage,
- cornering,
- crash detection.

This information will be used to build up a profile of how, where and when **your** car is driven.

The **data** collected by the **telematics tag** may be used by us for the following purposes:

- to review the information disclosed by **you** in relation to **your policy** or any claim, and to identify inconsistencies. Please note that knowingly providing inaccurate information could result in **your** claim being rejected and / or **your policy** being cancelled;
- operational requirements, including the activation, disconnection, updating and testing of **your telematics tag** and any associated software (e.g. during installation or to perform maintenance checks);
- to provide **data** to **your** app;
- processing **your** personal **data** for the purpose of providing **you** with **your** insurance **policy** and associated services;
- to contribute towards the calculation and charging of insurance premiums based upon driving behaviours and **your** car usage by compiling and generating scores;
- to assess **your** driving behaviours and **your** car usage together with **your** previous scores to help determine **your** future insurance premiums;
- to enable us to contact **you** regarding the administration of **your** insurance **policy**, provide **you** with reminders, other score related feedback and / or hints and tips. To do this we may contact **you** via e-mail, telephone, SMS text message, or post, however these communications will not take the form of marketing or promotional material;
- to help us handle any claim, and reduce fraud, by assisting with the identification, assessment or investigation of claims made and to provide clarification as to the circumstances of the claim;
- to provide **you** with any additional optional Telematic services that are or may become available, where **you** agree to these at purchase or during the lifetime of **your policy**;
- to carry out research and analysis to help us to understand driving behaviours which we will use to develop the underwriting of this product and to inform the development of similar products; or
- general research and analysis including mapping and refining techniques for analysing the **data**. In such circumstances the **data** will be anonymised and will not identify **you** or any car.

YOUR TELEMATICS POLICY CONTINUED

We will only disclose **data** collected by the **telematics tag** to authorities such as the police or the courts where we have **your** permission to do so (or another driver's permission, where the **data** relates to them), except where we are required to do so by law, when subject to a court order or where we suspect fraud or attempted fraud.

You have the right to withdraw **your** consent to our use of the **data** collected by the **telematics tag** at any time. Where **you** wish to do so, **you** are required to notify Marmalade at **your** earliest opportunity. In these circumstances however, we will have the right to cancel **your policy** from the date we receive notification of **your** withdrawal of consent, in accordance with our right to cancel under Cancelling Your Policy (Outside the -off Cancellation Right).

If a named driver withdraws his or her consent, as soon as **you** are made aware of this, **you** are required to notify Marmalade that this named driver must be removed from the **policy**. However the **policy** requires a parent / guardian to be a named driver and if this requirement can no longer be met we will cancel **your policy** in accordance with our right to cancel under Cancelling Your Policy (Outside the -off Cancellation Right).

Where **you** or a named driver has withdrawn consent to our collection and / or use of the **data**, this does not remove our right to use the **data** collected up to the point of **your** notification to Marmalade.

You have the right to request a copy of the **data** that is being held about **you**. If **you** wish to be provided with this **data**, please send **your** request by email to:

newdriveradmin@wearemarmalade.co.uk

DEFINITION OF TERMS AND WORDS

Definitions

The following words or phrases have the same meaning wherever they appear and are shown in bold throughout this **policy**.

Amber journey – A **journey** classified as having a combination of both low and high risk factors, where a **driving behaviour score** of two stars has been achieved.

Caution and additional premium process – The process whereby **you** and **your** named drivers may be issued with a **caution notice** and through which **you** may be required to pay an additional premium or could have **your** policy cancelled in the event of a **red journey** during a **red zone**.

Caution Notice – A message sent to **you** and **your** named drivers following a **red journey** setting out the consequences of that **red journey** under the **caution and additional premium process**.

Certificate of Motor Insurance – Legal evidence of **your** insurance. It is one part of the **contract of motor insurance**. It shows the cars **we** are insuring, who may drive the **insured car** (where 'any authorised driver' is stated, refer to the **schedule** for restrictions), what it may be used for and the **period of insurance**.

Contract of Motor Insurance – The **policy**, the **schedule** (including **endorsements**), the **certificate of motor insurance**, the information **you** gave **us** in the **proposal form** or **statement of fact** and declarations that **you** have made, all form the **contract of motor insurance**.

Data – All records of how, where and when the **insured car** is driven as gathered by the **telematics tag** and the **Marmalade Young Driver app** during each **period of insurance**.

Driving behaviour score – A score assigned to each **journey**, representing the level of risk (categorised as **Red journey**, **Amber journey** or **Green journey**) in the way the **insured car** was driven.

Endorsements – Something which alters **your** insurance cover. **Your** cover will be affected by any **endorsement** that is shown on the **schedule**. (Such **endorsements** may add exclusions to the cover or require **you** to take action such as fitting approved security.) More than one **endorsement** may apply. If **you** do not comply with any **endorsements**, this **contract of motor insurance** may no longer be valid and **we** may refuse to deal with any claim.

Excess – The amount **you** have to pay towards each claim **you** make under this **contract of motor insurance**. There may be more than one **excess**, part of which may be voluntary (where **you** have chosen to take an **excess** to receive a discount on **your** premium). The amount of the **excess** is shown on the **schedule**.

Family or Household – Any member of the policyholder's family, or any other person, who is a permanent or temporary resident at the policyholder's address.

General Conditions – These describe **your** responsibilities, general information and the procedures that apply in certain situations, such as when there is a claim or the **contract of motor insurance** is cancelled.

General Exclusions – These describe the things that are not covered by the **contract of motor insurance**. They are in addition to the exclusions shown under the headings 'What is not covered' in each of the Sections detailing the cover provided.

Geographical Limits – Great Britain, Northern Ireland, the Isle of Man and the Channel Islands. It also includes travelling by sea, air or rail between these places. Section 6 explains the cover that applies when driving abroad.

Green journey – A **journey** classified as low risk, where a driving behaviour score of three, four or five stars has been achieved.

Highway Insurance – The trading name of **Highway Insurance Company Limited**.

Highway Insurance Company Limited – An insurance company, part of the Liverpool Victoria General Insurance Group, authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Insured Car – The car(s) shown on the current **schedule** and **certificate of motor insurance**.

DEFINITION OF TERMS AND WORDS CONTINUED

Journey – A period of travel in the **insured car**, beginning the moment the ignition in the **insured car** is switched on, and ending the moment the ignition is switched off.

Market Value – The cost at the date of the accident or loss of replacing the **insured car**, if possible, with one of a similar make, model, age, condition and mileage. **We** will usually ask an engineer to give **us** advice about the **market value** of the **insured car**, refer to guides of vehicle values and any other relevant sources. In assessing the **market value**, **you** should consider the amount that could reasonably have been obtained for the **insured car** if **you** had sold it immediately before the accident, loss or theft.

Marmalade Young Driver app – The secure app to which **you** have access and which provides detailed information relating to the insured car's trips, including the driving behaviour scores.

Period of Insurance – The length of time covered by this **contract of motor insurance**, as shown on the current **schedule** and **certificate of motor insurance**.

Personal Belongings – Certain property in the **insured car**, which **you** wear or use in every day life which belongs to **you** or anyone travelling in the **insured car**. Section 5 of this **policy** sets out the cover and limits which apply, and the items of **personal belongings** which are not covered.

Policy – This booklet, which sets out the details of cover and all the terms and conditions which apply. It is one part of the **contract of motor insurance**.

Proposal Form or Statement of Fact – The documents filled in by **you**, or on **your** behalf by Marmalade, or someone else, and all other information **you** gave and declarations made at the time the insurance was arranged and on which **we** have relied when agreeing to offer this **contract of motor insurance**. If **you** do not give **us** the full information requested at the start, and tell **us** about changes, this **contract of motor insurance** may no longer be valid and **we** may refuse to deal with any claim.

Recommended Repairer – The national network of repairers **we** work with as part of a claim to repair **your** vehicle.

Red journey – A **journey** classified as high risk where a **driving behaviour score** of one star has been achieved.

Red Zone – A time period of 30, 60 or 90 days that begins 24 hours after **you** and **your** named drivers have been issued with a **caution notice**, during which **you** are at risk of incurring an additional premium of £125, £250 or cancellation of **your** policy, if another **red journey** occurs within this specified time period.

Schedule – Forms part of the **contract of motor insurance** and confirms details of **you**, the **insured car(s)** and the cover which applies. It is one part of the **contract of motor insurance**.

Standard Accessories – Accessories made available for the vehicle by the manufacturer as optional extras and for which a receipt must be provided. **Standard accessories** do not include modifications to the **insured car**, signwriting or any other accessory fitted to it not provided by the vehicle manufacturer.

Telematics tag – This is the device (electronic equipment, including connections and related wiring) fitted to the **insured car** which (when paired with **your Marmalade Young Driver App**) monitors, records and transmits **data** about how, where and when the **insured car** is driven.

We, our, us – **Highway Insurance Company Limited** trading as **Highway Insurance**.

You, Your – The person, company or trading name (including subsidiary companies) shown as the insured on the **schedule** and **certificate of motor insurance**.

CONTRACT OF MOTOR INSURANCE

Marmalade Black Box Insurance

This **policy**, the **schedule**, the **certificate of motor insurance**, information **you** gave **us** in the **proposal form or statement of fact** and declarations that **you** have made, form a legally binding **contract of motor insurance** between **you** and **Highway Insurance Company Limited**, trading as **Highway Insurance**. This **contract of motor insurance** is a contract personal to **you** and **you** cannot transfer it to anyone else.

We agree to insure **you** under the terms of this **contract of motor insurance** against any liability, loss or damage that occurs within the **geographical limits** during the **period of insurance** for which **you** have paid, or agree to pay, the premium.

You must read this **policy**, the **schedule** and the **certificate of motor insurance** together. The **schedule** tells **you** which sections of the **policy** apply and identifies any **endorsements**. Please check all three documents carefully to make sure that they give **you** the cover **you** want and that **you** comply with all the relevant terms and conditions, including any **endorsements**.

It is not intended that the Contracts (Rights of Third Parties) Act 1999 should confer any additional rights under this **policy** in favour of any third party.

Unless **we** agree with **you** to apply the laws of another country, English Law will apply to this contract (unless **you** live in Guernsey or Jersey, where Guernsey or Jersey law will apply).

Your Cover

The current **schedule** shows what **you** are covered for. The different kinds of cover are:

- Comprehensive – Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 & 11 apply.
- Third Party Fire and Theft – Sections 1, 2, 6, 7, 10 and 11 apply.

Use

This **contract of motor insurance** only covers **you** if **you** use the **insured car** in the way described in **your certificate of motor insurance** (under 'Limitations as to Use') and any **endorsements**.

Cooling-off Cancellation Right

We hope **you** are happy with the cover this **policy** provides. However, **you** have the right to cancel it within 14 days of receiving the **policy** or from the start date of **your policy**, whichever is latest, without giving any reason. **You** may cancel using this 'off' period by telling **us**, or Marmalade, in writing or by email or telephone and cancellation can take effect immediately or from a later date, although it cannot be backdated to any earlier date. If **you** do cancel in the first 14 days using the 'off' cancellation condition, **we** will charge **you** pro rata, subject to a minimum fee of £25 + Insurance Premium Tax, for the cover provided from the beginning of the contract until the **policy** is cancelled, unless **we** are required to make a total loss payment under the **policy**, under which circumstances a refund of the premium is not payable. Marmalade may also charge a cancellation fee, which will be shown in their terms of business.

Cancelling your Policy (Outside the Cooling-off Cancellation Right)

You may cancel this **contract of motor insurance** at any time by telling **us**, or Marmalade, in writing or by email or telephone and cancellation can take effect immediately or from a later date, although it cannot be backdated to any earlier date. If **you** or someone else has not made a claim in the current **period of insurance**, **we** will refund part of **your** premium. **We** will work out the refund on a pro-rata basis less a premium charge of £25 + Insurance Premium Tax to cover **our** administration costs. Marmalade may also charge a cancellation fee, which will be shown in their terms of business.

We will not refund any of **your** premium if the **contract of motor insurance** is cancelled following a claim whether settled or not.

CONTRACT OF MOTOR INSURANCE CONTINUED

We, or **our** authorised agent, may cancel this **contract of motor insurance** by giving **you** seven days' notice in writing to **your** last known address where there is a valid reason for doing so. Valid reasons may include, but are not limited to, if:

- **you** do not pay **your** premium, premium deposit or any instalment payment on or before the due date;
- **you** or anyone else covered by this insurance has not met all the terms and conditions of this **policy**;
- a change in **your** circumstances means **we** can no longer provide cover;
- **you** do not provide **us** or Marmalade with any requested documents.
- **we** identify misrepresentation or any attempt to gain an advantage under this insurance to which you are not entitled;
- **we** identify **your** involvement in or association with insurance fraud and/or financial crime
- **you** tamper with or remove the telematics tag from **your** car, or **you** unpair **your** device from the app.

The insurance will end immediately the seven days' notice runs out. If you have just taken out the policy or renewed it with us and the premium is unpaid, we will cancel your insurance from the start/renewal date.

We will refund the balance of **your** premium that applies to the remaining **period of insurance** unless fraud has been identified.

If a refund is paid, a premium charge of £25 + Insurance Premium Tax to cover **our** administration costs will be deducted from the refund.

If **you** or someone else has made a claim, **we** will cancel **your** cover but may not refund any premium. If **you** are paying by instalments, **you** must still pay the balance of the full annual premium.

If **you** produce a cancelled **certificate of motor insurance** to any person with the intention of deceiving that person into accepting it as genuine, **you** may be prosecuted.

Changes to your details

You must tell Marmalade as soon as possible if any of the details on **your proposal form or statement of fact** change including:

- Changes made to **your** car which improve its value, appearance, performance or handling.
- Changing **your** car.
- Changes in the way **your** car is used.
- Change of address or where **your** car is kept.
- Change of occupation, including part time work.
- Change in the main user of the car.
- Details of any motoring convictions, fixed penalty offences or licence endorsements for any person who may drive the car.
- Details of any criminal convictions for any person who may drive the car.
- Details of any accidents, thefts, loss or damage, regardless of blame or whether a claim was made or not, for any person who may drive the car.

This is not a full list and **you** should **contact** Marmalade for advice if **you** are not sure whether a change will affect **your** cover.

When **you** advise **us** of any permanent or temporary changes to **your policy** during the **period of insurance** which **we** agree to, or if **you** request duplicate documents, a premium adjustment charge of £10 + Insurance Premium Tax will be made in addition to any other change in premium to cover **our** administration costs. This charge is in addition to any administration fees charged by Marmalade.

CONTRACT OF MOTOR INSURANCE CONTINUED

If **your** change of circumstances means that **we** can no longer provide cover, **we** or **our** authorised agent will give **you** notice of cancellation, see Cancelling your Policy (Outside the -off Cancellation Right).

If **you** do not tell Marmalade of a change **we** will be entitled to do one or both of the following:

- reject or reduce payment of **your** claim.
- cancel the **policy** and/or treat it as though it never existed.

Additional Information – The following does not form part of the Contract of Motor Insurance

Car Crime – Learn How to Beat the Criminals

Most crime prevention methods are common sense:

- Never leave valuables on show.
- Use good quality locks and security devices.*
- Always ensure **your** steering lock is on when **you** leave **your** car and use a steering wheel lock.*
- Fit locking wheel nuts to **your** wheels.
- Don't make life easier for thieves, always remove the keys from **your** vehicle and lock it when **you** leave it, even temporarily. Not to do so may invalidate **your** cover so lock it or lose it!
- Remove any entertainment equipment if **you** can.
- Always park **your** vehicle in a secure location, in **your** own garage or a secure public garage if possible.
- Always lock **your** vehicle and activate any alarm &/or immobiliser when **you** leave it.

You can obtain further information from **your** local Crime Prevention Officer at **your** local Police station, or visit: <http://www.secureyourmotor.gov.uk/>

* **We** recommend **you** install security devices such as steering wheel locks, alarms and immobilisers that are accredited by Thatcham Motor Insurance Repair and Research Centre. For further information visit: <http://www.thatcham.org/>

SECTION 1: LIABILITY TO OTHERS

What is covered

We will insure **you** against everything **you** legally have to pay to people who claim for damages, costs and expenses if they arise from a claim caused by an accident while **you** are driving, or in charge of the **insured car**, if **you** kill or injure other people. **We** will also cover **you** for **your** legal liability for damage to their property (including any related indirect loss) up to £20,000,000 and for costs and expenses incurred up to £5,000,000. **We** will also insure **you** while the **insured car** is towing a caravan, trailer or broken-down car, so long as the towing is allowed by law and the caravan, trailer or broken-down car is attached properly to the **insured car** by towing equipment made for this purpose.

What is not covered

- Loss or damage to the **insured car**, caravan, trailer or broken-down car.
- Any amount above £20,000,000 for damage to other people's property (including any related indirect loss) and any amount above £5,000,000 for costs and expenses incurred.
- Property belonging to (or in the care of) **you** or **your** passengers or in any caravan, trailer or broken-down car.
- Death or injury to the person driving or in charge of the **insured car** or to any person being carried in or on, or getting into or out of, a caravan or trailer.
- Legal liability when **you** are towing any caravan, trailer or broken-down vehicle for profit.
- If **your** current **certificate of motor insurance** states that business use is allowed, liability for death or injury to any employee of the person insured, arising during the course of their employment, except where needed by law.
- Any liability, injury, loss or damage resulting from anything sold, transported or supplied by **you** or on **your** behalf.

Insuring others – What is covered

We will also insure the following people under this Section.

- Any person **you** allow to use the **insured car** as long as **your** current **certificate of motor insurance** says they can and they are not excluded from driving by an **endorsement** shown in the **schedule**.
- Any person (other than the person driving) being carried in, or getting in or out of the **insured car** or any person who causes an accident while they are travelling in, or getting in or out of, the **insured car**.
- **Your** employer or business partner (but only if **your** current **certificate of motor insurance** states that business use is allowed).
- If anyone covered by this **contract of motor insurance** dies, **we** will cover their legal representative to deal with any claims made against that person's estate.

Insuring others – What is not covered

- Legal liability if **your** current **certificate of motor insurance** does not cover the person using the **insured car** or if the person using the **insured car** is excluded from driving or using the **insured car** as a result of the **general exclusions**, **general conditions** and **endorsements**.
- Legal liability if the **insured car** is being used for business and **your** current **certificate of motor insurance** does not state that business use is allowed.
- Any liability, injury, loss or damage resulting from anything sold, transported or supplied by **you** or on **your** behalf.

SECTION 1: LIABILITY TO OTHERS CONTINUED

Costs of Legal Representation – What is covered

Following a claim under this **contract of motor insurance**, **we** will pay the reasonable legal costs and expenses relating to.

- solicitors' fees for representing anyone **we** insure at a coroner's inquest, fatal accident inquiry or court summary of jurisdiction; and
- the defence of anyone **we** insure against any legal proceedings for manslaughter or causing death by dangerous or reckless driving.

In assessing whether legal costs and expenses are reasonable the following will be considered:

- the level of experience required of the legal representative taking into account the nature of the case.
- the level of costs charged by the legal representative.
- whether legal representation for a defence of prosecution is likely to affect the outcome.
- **We** may, at any time, stop paying the legal costs and expenses.

Costs of Legal Representation – What is not covered

- Any costs which have not first been agreed in writing by **us** or arising from a claim caused by an accident which is not covered under this **contract of motor insurance**.
- Any costs where **we** have chosen to stop payments or arising from a claim which is not covered as a result of the **general exclusions, general conditions** and **endorsements**.

Emergency Medical Treatment – What is covered

We will pay for the Emergency Treatment Fees, as required by the Road Traffic Acts, after an accident involving the **insured car**. **We** must, by law, provide this cover.

If this is the only payment **we** make, **your** No Claims Discount will not be affected.

Emergency Medical Treatment – What is not covered

- Any amount that is more than the compulsory fee.

SECTION 2: FIRE AND THEFT

What is covered

We will cover **you** for loss or damage to the **insured car** that is caused by fire, lightning, explosion, theft or attempted theft. This includes **standard accessories** on it or kept in **your** private garage. **We** will also pay for loss or damage to the **insured car's** fitted entertainment and satellite navigation equipment up to the limit stated on the **schedule**.

We will also insure the following people under this Section.

- Any person employed by a motor garage or similar business, which **you** do not own, which has the **insured car** for the purpose of maintenance, repair, testing or servicing.
- Any person employed by a hotel, restaurant or similar business, which **you** do not own, where the **insured car** is being parked for **you**.

What is not covered

- Any car which is not the **insured car** and any loss or damage if **you** do not have cover under this section.
- Wear and tear, mechanical, electrical, electronic and computer failure, breakdowns or breakages.
- Compensation for **you** not being able to use the **insured car**, any delay where **we** have to get new parts or accessories or they are unavailable, or the value of the **insured car** reducing for any reason.
- Any other indirect loss, such as travel expenses or loss of earnings.
- Loss or damage caused by failure to protect the **insured car**, (see 'Care of the Car' under the **general conditions**), or if it has been left unlocked and/or with the keys, lock transmitter, entry card or other ignition control device left in, on or in the immediate proximity of the vehicle.
- Loss or damage from repossession of the **insured car** and returning it to its rightful owner.
- Loss or damage from any agreement or proposed transaction for selling or hiring the **insured car** or someone taking the **insured car** by fraud, trickery or deception or attempting to purchase the **insured car** by fraudulent means.
- Loss or damage arising from the **insured car** being taken or driven by a person who is not an insured driver but is a member of the policyholder's **family or household**, or being taken or driven by an employee or ex-employee, unless **you** report the person to the police for taking **your** vehicle without **your** consent.
- Loss or damage caused deliberately by **you** or any person driving the **insured car** with **your** permission.
- Any additional damage resulting from the **insured car** being moved by **you**, or any person driving the **insured car** with **your** permission, after an accident, fire or theft.
- Any amount above the limit stated on the **schedule** for fitted entertainment equipment.
- Any storage charges unless **you** tell **us** about them and **we** agree in writing to pay for them.
- **Personal belongings** unless **you** have cover under Section 5.
- Keys, remote control or security devices (whether lost or stolen) unless **you** have cover under Section 8.
- Tapes, cassettes, compact and minidisks, Citizens-Band radios, phones or phone equipment.
- Any loss or damage up to the amount of the **excess** that appears on **your schedule**.
- Any satellite navigation equipment or accessories, whether permanently fitted or not, that are not **standard accessories**.
- Any loss or damage caused by failure to maintain the **insured car** and safeguard it from such loss or damage.
- Any loss or damage from the **insured car** being confiscated, disposed of or destroyed by or under order of any government or public or local authority order.

SECTION 3: ACCIDENTAL DAMAGE

What is covered

We will cover **you** for loss or damage to the **insured car**. This includes **standard accessories** on it or kept in **your** private garage. **We** will also pay for loss or damage to the **insured car's** fitted entertainment and satellite navigation equipment up to the limit stated on the **schedule**.

We will also insure the following people under this Section.

- Any person employed by a motor garage or similar business, which **you** do not own, which has the **insured car** for the purpose of maintenance, repair, testing or servicing.
- Any person employed by a hotel, restaurant or similar business, which **you** do not own, where the **insured car** is being parked for **you**.

What is not covered

Any loss or damage described in 'what is not covered' under the Fire and Theft section of this **policy**. **We** also do not cover the following:

- Damage to tyres caused by wear and tear, braking, punctures, cuts or bursts.
- Damage caused by frost, unless **you** have taken care to stop the damage happening and have followed the manufacturer's instructions to avoid liquid freezing in **your** vehicle.
- Loss or damage arising from the **insured car** being filled with the wrong fuel.

New car replacement

If, within one year of **you** buying the **insured car** from new and **you** were the first registered owner, it is:

- stolen and not recovered, or
- damaged so that repairs will cost more than 60% of the manufacturer's price list (including taxes and the cost of accessories) at the time of the loss or damage;

We will replace the **insured car** with a new one of the same make, model and specification.

If a replacement car of the same make, model and specification is not available **we** will, where possible, provide a similar car of identical list price.

New car replacement does not apply if:

- **You**, or anyone **we** know who has an interest in the **insured car**, does not agree.
- The **insured car** is more than one year old at the time of the loss or damage.
- **You** were not the first registered owner of the **insured car**.
- **You** did not buy the vehicle from new.
- The repairs cost less than 60% of the manufacturer's price list (including taxes and the cost of accessories).
- **You** wish to have the claim settled on a cash basis when the most **we** will pay is the **market value** of the **insured car** and its **standard accessories** at the time of the loss or damage.

We are not liable for the consequences of any delay in getting the replacement car.

Uninsured driver promise

If **you** are hit by an uninsured driver we will reinstate **your** no claim discount and reimburse any **excess** once **we** have established that the driver of the other vehicle was uninsured and the accident was not **your** fault. **We** will need **you** to provide the registration number, make, model and colour of the other car involved and also the driver's name and address if possible.

SECTION 4: WINDSCREEN AND WINDOWS

What is covered

We will pay for damage to the **insured car's** windscreen or windows. If this is the only damage **you** are claiming for, **your** No Claims Discount will not be affected.

The maximum amount we will pay:

- In any one **period of insurance** if the windscreen or window is replaced or repaired by our glass provider (Telephone 0800 169 9499) is unlimited or
- In any one **period of insurance** if any other supplier carries out the repair or replacement is shown on the **schedule**.

What is not covered

- Any loss or damage if **you** do not have cover under this Section.
- Damaged sunroofs, roof panels including damage to any part of a convertible hood, lights or reflectors, even if they are made of glass.
- Extra costs for the work to be undertaken outside normal hours, unless the windscreen is shattered, or the driver's vision or the security of the **insured car**, is affected.
- The **excess**, unless **you** have **your** windscreen or window repaired rather than replaced. (The **excess** must be paid direct to the repair or replacement company if **your** windscreen or other windows are replaced, rather than repaired.)

SECTION 5: PERSONAL ACCIDENT, PERSONAL BELONGINGS AND MEDICAL EXPENSES

Personal Accident – What is covered

If **you**, **your** husband, **your** wife or **your** civil partner (as defined in the Civil Partnership Act 2004) are involved in a car accident, **we** will pay the amounts shown below if, within three months of the accident, it directly causes one of the following:

- | | |
|---|---------------|
| ● Death | £5,000 |
| ● Total loss of one or more limbs | £5,000 |
| ● Permanent blindness in one or both eyes | £5,000 |

The most **we** will pay is the limit for any one cause of death or injury during any one **period of insurance**. **We** will only make a payment if the injury or death is directly connected with an accident involving the **insured car**, and not if it happens while **you**, **your** husband, **your** wife or **your** civil partner were travelling in or getting into or out of any other private motor car that **you** do not own and is not hired or leased to **you**.

Personal Accident – What is not covered

- Any loss if **you** do not have cover under this Section.
- Anyone who is 75 or older at the time of the accident.
- Death or bodily injury caused by suicide or attempted suicide, self-injury or by drugs, alcohol or anything taken.
- Death or bodily injury caused by disease, physical sickness or disability.
- Anyone failing to keep to the law regarding the use of seat belts.

Personal Belongings – What is covered

We will pay up to £250 for **personal belongings** in **your** car, if they are lost or damaged because of an accident, fire, theft or attempted theft. If someone else owns the property, **you** can ask **us** to settle the claim with the owner of the property. **We** may need proof of purchase.

Child seat cover

If **you** have a child seat fitted in **your** car and **your** car is involved in an accident, provided **you** are making a claim under Section 3 of this **policy**, **we** will pay for the cost of a replacement of a similar model and standard even if there is no apparent damage, subject to the provision of the purchase receipt for the original item.

SECTION 5: PERSONAL ACCIDENT, PERSONAL BELONGINGS AND MEDICAL EXPENSES CONTINUED

Personal Belongings – What is not covered

- Any loss or damage if **you** do not have cover under this Section.
- **Personal belongings** covered by any other insurance.
- Money, stamps, tickets, documents, securities, jewellery or furs.
- Goods or samples connected with **your** work or any other trade, or any container for these things.
- Radios, cassette, compact or mini disc players, MP3 players, tapes or discs, televisions, phones or phone equipment, computers or computer equipment and accessories, computer game consoles or games and accessories, Citizen-Band radios and accessories.
- Keys, remote control or security devices.
- Property taken from an unlocked vehicle or which **you** have not taken care to protect from loss or damage.

Medical Expenses – What is covered

If **you** or **your** passengers are injured because of an accident involving the **insured car**, **we** will pay up to £150, in addition to the compulsory Emergency Medical Treatment fee (see Section 1), for each person for any medical treatment they receive.

Medical Expenses – What is not covered

Any medical expenses if **you** do not have cover under this Section.

SECTION 6: DRIVING ABROAD

Minimum Insurance – What is covered

We provide the minimum cover that applies to the country concerned to allow **you** to use the **insured car** covered by this insurance in:

- Any country which is a member of the European Union, Andorra, Iceland, Norway, Serbia and Switzerland.

The minimum cover automatically provided by this **contract of motor insurance** may vary from country to country.

Minimum Insurance – What is not covered

- Damage to the **insured car**
- Customs and Excise duty

Cover in addition to Minimum Insurance – What is covered

We will extend **your** cover to apply to:

- Any country which is a member of the European Union, Andorra, Iceland, Norway and Switzerland.
- the **insured car** whilst it is being transported by rail, sea or air between countries which **you** have cover for. If **you** are travelling by sea, it must be by a recognised sea route and the journey should not take longer than 65 hours.

For up to a quarter of the **period of insurance** as long as:

- The **insured car** is taxed and registered within the **geographical limits**, and
- **Your** main permanent home is within the **geographical limits** and **your** visit abroad is only temporary.

Cover in addition to Minimum Insurance – What is not covered

- Customs and Excise duty.
- Use for more than a quarter of the **period of insurance**.
- Loss or damage in any country which is not a member of the European Union, Andorra, Iceland, Norway or Switzerland.
- Personal Accident, Belongings or Medical Expenses (see Section 5) unless shown on the **schedule** as applying when the **insured car** is being used within the **geographical limits**.
- The **insured car**, unless it is being used for purposes described in the **certificate of motor insurance**.
- Any additional accommodation or travel costs or expenses incurred.

Additional information when travelling abroad

The following does not form part of **your contract of motor insurance**.

- Do take out adequate travel, breakdown and recovery insurance to cover all eventualities, even on a short trip.
- Do not sign an Agreed Statement of Facts form unless **you** fully understand and agree with its contents. In some countries they are binding agreements of the circumstances of an incident.

SECTION 7: NO CLAIMS DISCOUNT

If this is a yearly contract, and **you** do not claim under this insurance and **you** have not been involved in an accident which has or may result in a claim against **you**, **we** will give a discount from **your** renewal premium.

If the insurance covers more than one car, the No Claims Discount will apply separately for each car.

You cannot transfer **your** No Claims Discount to anyone else.

We will reduce or remove **your** No Claims Discount, in accordance with the scale below, if **we** make any payment whatsoever, even if the accident is not **your** fault, unless **we** get the money back from someone else. **We** may withhold the No Claims Discount in full or part if there are any claims that have not been settled. If **we** recover all **our** money, or **we** have good reason to believe a third-party claim would be unsuccessful, the No Claims Discount would apply again.

Current NCD (Years)	After 1 Claim (Years)	After 2 Claims (Years)	After 3+ Claims (Years)
1	0	0	0
2	0	0	0
3	1	0	0
4	2	0	0
5+	3	1	0

If **you** have a protected No Claims Discount (shown on the **schedule**) **we** will not reduce the Discount if **you** do not claim more than twice during five continuous periods of insurance. The protected No Claims Discount only applies while **you** are insured by **us** and cannot be transferred to another insurer. Premiums in future years may still be increased according to the claims history.

SECTION 8: LOCK REPLACEMENT

What is covered

If the keys, lock transmitter or entry card for the keyless entry system of **your insured car** are lost or stolen, **we** will pay up to £1000 towards the cost of replacing:

- the door and boot locks
- the ignition and steering locks
- the lock transmitter; and
- the entry card

provided that **we** are satisfied that any person who may have the keys, transmitter or entry card knows the identity or location of **your insured car**, and care is taken to safeguard the keys, transmitter or entry card from loss.

What is not covered

- The theft **excess** shown on **your schedule**.
- Any amount in excess of £1000.

SECTION 9: OVERNIGHT ACCOMMODATION OR ONWARD TRANSPORT

What is covered

If **you** are unable to continue **your** journey as a result of accidental loss or damage to the **insured car** occurring within the **geographical limits**, provided **you** are claiming under section 3 Accidental Damage of this **policy**, **we** will contribute up to £300 in respect of:

- 3 night's hotel accommodation for occupants of the **insured car** where loss of use necessitates an unplanned overnight stop; and/or
- travelling expenses for occupants of the **insured car** towards reaching **your** destination.

You must pay for the accommodation or travelling expenses yourself and submit receipts for **us** to reimburse **you**.

What is not covered

- Newspapers, drinks, telephone calls and meals.
- Any amount in excess of £300 for any one incident.
- Any costs incurred outside the **geographical limits**.

SECTION 10: DRIVING BEHAVIOUR

The **telematics tag** together with the **Marmalade Young Driver app**, will measure and transmit various aspects of how your car is driven throughout each **journey**. From the date the **telematics tag** is installed and paired with your smartphone it will collect information including (but not limited to), the time of day and date of travel, **your** car's location, distance travelled, cornering, speed throughout **your** car's **journey**, braking frequency and force, how smoothly **your** car accelerates, mobile phone usage and time spent stationary.

The **data** will be used to build up a profile of how, where and when **your** car is driven, and to determine the **driving behaviour scores**.

The **driving behaviour score** results for **journeys** will be available to view on the secure app.

Full details of how your data will be used are contained in the Your Telematics Policy section.

Your journeys

Journeys are categorised into three levels based on the **driving behaviour score**:

- **Green journeys** will result in no premium increase or cancellation.
- **Amber journeys** will result in no premium increase or cancellation but **you** and **your** named drivers can review these **journeys** on the secure **app**.
- **Red journeys** may result in increased premiums or cancellation of **your policy**.

A **driving risk score** of 5 stars represents a perfect **journey**, and a score of over three, four or five stars is classified as a **green journey**. Achieving a **driving risk score** of two stars is classified as an **amber journey**, a score of less than one star represents a **red journey**.

You will be sent notification of any **red journey** by e-mail and SMS text message and requested to review **journeys** on the app. **You** will also be advised of the next steps, which in the event of multiple **red journeys** may include a requirement for **you** to pay an additional premium or notice that **we** will be cancelling **your policy**.

SECTION 11: DRIVING CAUTION AND ADDITIONAL PREMIUM PROCESS

You and **your** named drivers are permitted a total of one **red journey** before entering the **caution and additional premium process**. After the first **red journey**, **you** and **your** named drivers will be sent an advisory **caution notice** by e-mail and SMS text message. This will inform **you** of the first **red journey**, the **caution and additional premium process** and will advise the consequences of any further **red journey** within the applicable time period, as shown in the table below.

24 hour review

After any **red journey** we will give **you** and **your** named drivers 24 hours to review the details on the app, during which time, **we** will not take any action if **you** or **your** named drivers incur another **red journey**.

Subsequent red journey

Once the 24 hour review period has ended, the next **red journey** will result in **you** entering the **caution and additional premium process** at **red zone** stage 1 and additional **red journeys** could lead to additional premiums being requested and ultimately policy cancellation as set out in the table below.

Red Zone	Time Period	Consequence of a Red Journey during this stage
Stage 1	30 days	Additional premium of £125 and move to stage 2
Stage 2	60 days	Additional premium of £250 and move to stage 3
Stage 3	90 days	Policy cancellation

Stage 1

Having entered stage 1, if **you** do incur another **red journey** within the **red zone** of 30 days **you** will be required to pay the additional premium of £125 within 7 days and **you** will move to stage 2 and a **red zone** of 60 days will begin.

If **you** do not incur another **red journey** within the stage 1 **red zone** of 30 days **you** will not be required to pay any additional premium and will no longer be at immediate risk of having to pay this additional premium.

However, a subsequent **red journey** will result in a new **red zone** of 30 days (stage 1) beginning, and the process described above will apply.

Stage 2

Having entered stage 2, if **you** do incur another **red journey** within the **red zone** of 60 days **you** will be required to pay the additional premium of £250 within 7 days and **you** will move to stage 3 and a **red zone** of 90 days will begin.

If **you** do not incur another **red journey** within the stage 2 **red zone** of 60 days **you** will not be required to pay any additional premium and will no longer be at immediate risk of having to pay this additional premium.

However, a subsequent **red journey** will result in a new **red zone** of 60 days (stage 2) beginning, and the process described above will apply.

Stage 3

Having entered stage 3, if **you** do incur another **red journey** within the **red zone** of 90 days **your policy** will be cancelled.

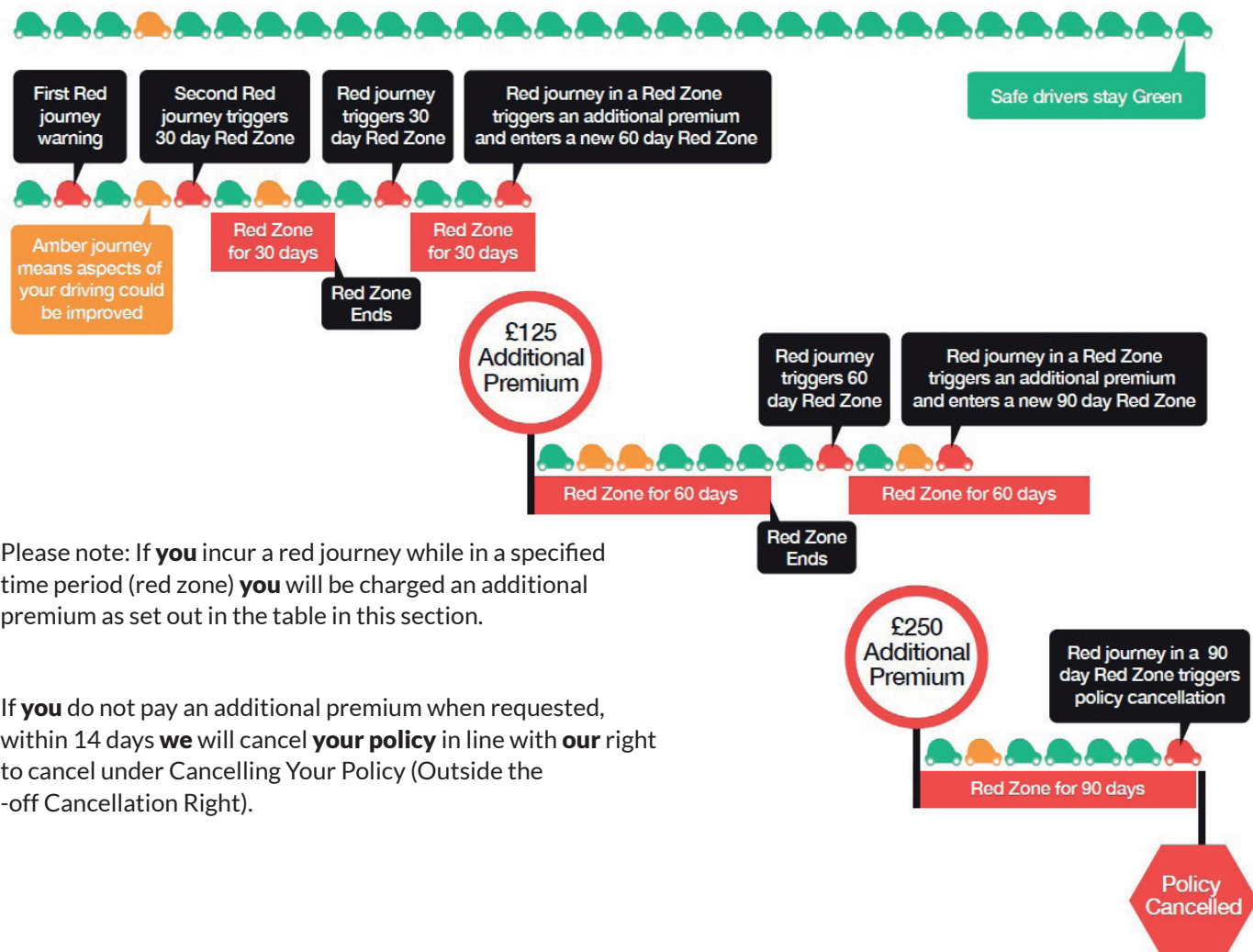
If **you** do not incur another **red journey** within the stage 3 **red zone** of 90 days **your policy** will continue without any additional premium and **you** will no longer be at immediate risk of cancellation.

However, a subsequent **red journey** will result in a new **red zone** of 90 days (stage 3) beginning, and the process described above will apply.

SECTION 11: DRIVING CAUTION AND ADDITIONAL PREMIUM PROCESS

CONTINUED

Examples of the **caution and additional premium process** are illustrated below:



Please note: If **you** incur a red journey while in a specified time period (red zone) **you** will be charged an additional premium as set out in the table in this section.

If **you** do not pay an additional premium when requested, within 14 days **we** will cancel **your policy** in line with **our** right to cancel under Cancelling Your Policy (Outside the -off Cancellation Right).

CLAIMS INFORMATION

We aim to provide **you** with the best claims service that **we** can. If you use the services **we** have put in place to achieve this, **we** can provide a better service than when the claim is outside **our** control.

To make a claim

In the United Kingdom 0800 681 6372 (24 hours a day, 365 days a year)

If any accident, injury, loss or damage occurs **you**, or **your** legal representative, must follow these simple steps:

1. Call **us** as soon as possible after the accident – please have **your policy** number and as much information as possible about the claim ready when **you** call.
2. If the **insured car** is stolen or vandalised, report this to the police immediately and take a note of the crime reference number.
3. Speak to **us** before **you** make any arrangements for replacement or repair.

You must also:

- Immediately send **us** all communications from other people involved without replying.
- Immediately tell **us** about and send to **us** any notice of intended prosecution, inquest, fatal accident inquiry, or any writ, summons or process without replying.
- Tell **us** straightaway if the **insured car** is stolen and **you** later get it back, or discover where it is.
- Get **our** permission before ordering any new part or accessory and before paying for any transport outside the **geographical limits**.
- Give any information, help, co-operation and documentation **we** need, including going to court if necessary.
- Pay any **excess** that applies.
- Pay the VAT element of a claim under the **contract of motor insurance**, if **you** are registered for VAT. This can be paid either directly to the repairer on collection of **your** vehicle or be reimbursed to **us**.

You must not, without our consent:

- Negotiate or admit responsibility.
- Make any offer, promise, payment or settlement.

We are entitled to do the following:

- Have total control to conduct, defend or settle any claim.
- Take proceedings in **your** name, or that of any other person insured, at **our** own expense and for **our** own benefit to recover any payment **we** have made.

CLAIMS INFORMATION CONTINUED

Handling Your Claim

(See Sections 2, 3 and 8)

If the **insured car** is being repaired by a **recommended repairer** they will provide **you** with a courtesy vehicle for the duration of the repair to **your** vehicle.

A courtesy vehicle provided under this section will usually be a class A (small hatchback) courtesy car.

We will insure the courtesy vehicle under this insurance in exactly the same way as **we** insure the **insured car**. **You** must return the courtesy vehicle when the owner or **we** ask **you** to or if this insurance expires and **you** do not renew it.

Paying Your Claim

(See Sections 2, 3, 4 and 8)

We will:

- Pay the reasonable cost of protecting and returning the **insured car** to the address shown on the **schedule** (within the United Kingdom unless **we** have agreed otherwise first).
- Entirely at **our** discretion and subject to payment of the **policy excess**, arrange to:
 - a) repair the damage at a **recommended repairer**. **We** may decide to use suitable parts or accessories which are not supplied by the original manufacturer, or alternatively authorise repairs at a repairer of **your** choice subject to the provision of satisfactory estimates.
 - b) pay **you** the cost of replacing or repairing the damaged parts, including their fitting, or
 - c) treat the **insured car** as a total loss and replace **your** vehicle (as New Car Replacement) or pay **you** the market value of **your** vehicle less any applicable **excess**. Once **you** accept **our** offer or **we** have paid the claim (or both) the **insured car** becomes **our** property, unless **we** agree otherwise.
- If any part or accessory is not available, the most **we** will pay for that part will be the cost shown in the manufacturer's last United Kingdom price list, plus a fitting cost.
- Not pay the whole cost of any repair or replacement that leaves **your** vehicle in a better condition than before the loss or damage (**you** will pay part of the cost of the repair or replacement).
- Not refund any premium if the **insured car** is written off or there is any claim.
- Settle the claim to the legal owner, up to the **market value**, if the **insured car** is part of a hire-purchase or leasing agreement, or belongs to someone else.
- If we declare the **insured car** a total loss (write off), **you** must pay whatever **you** owe **us** before **we** will pay **your** claim, or **we** may take what **you** owe **us** from anything **we** pay **you**
- Any repairs undertaken by our **recommended repairer** will be guaranteed for a period of five years, or until ownership of the repaired vehicle has changed.

GENERAL EXCLUSIONS

These **general exclusions** apply to the whole of this **contract of motor insurance** and describe the things which are not covered. These apply as well as the exclusions shown under 'What is not covered' in each of the Sections detailing the cover provided.

This **contract of motor insurance** does not cover claims arising from any of the following.

- 1 Any accident, injury, loss or damage that happens while the **insured car** is being:
 - Used for a purpose which it is not insured for.
 - Driven or in the charge of anyone who is not described in the **certificate of motor insurance** as a person entitled to drive or who is excluded from driving by any **endorsements** or covered by another insurance.
 - Driven or in the charge of anyone who does not have a valid driving licence, has not held a driving licence, is disqualified from driving or is prevented by law from holding a licence.
 - Driven or in the charge of anyone who does not meet the terms and conditions of their driving licence as required by DVLA /DVLNI rules and regulations and any relevant law.
 - Driven or in the charge of anyone who does not meet all the conditions described in the **endorsements** on **your schedule** and all the **general conditions** in this **policy**.
 - Kept or used in an unsafe or unroadworthy condition. (**You** may be asked to provide details to show the **insured car** was regularly maintained and kept in good condition.)
 - Kept or used without a current Department of Transport Test (MoT) certificate if one is needed.
 - Kept or used in any way that breaks any security requirements imposed by an **endorsement**.
 - Used to carry passengers or goods in a way likely to affect the safe driving and control of the vehicle, or
 - Used in or on restricted areas of airports, airfields or military bases.
- 2 Any liability that **you** have agreed to accept unless **you** would have had that liability anyway.
- 3 Anyone who does not meet all the conditions described in the **endorsements** on **your schedule** and all the **general conditions** in this **policy** and any other condition of this **policy**.
- 4 Any use connected with the motor trade, unless this use is described in the **certificate of motor insurance** (under Limitations as to Use).
- 5 Hiring out the **insured car** for money. (**You** can accept money from passengers if **you** give them a lift so long as **you** do not make a profit, **you** are not carrying them as part of a business or in the course of **your** employment, and the **insured car** has no more than eight seats, not including the driver.)
- 6 Racing of any description or being used in any contest, competition, rally or speed trial (apart from treasure hunts).
- 7 The **insured car** being used on any form of race track, de-restricted toll road (including the Nurburgring) or off-road activity.
- 8 Any accident, injury, loss or damage caused directly or indirectly by:
 - War, invasion, act of foreign enemy, hostilities (whether war is declared or not), revolution, act of terrorism or similar event.
 - Riot or civil unrest that happens outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.
 - Earthquake.
 - Ionising radiations or contamination from nuclear fuel or nuclear waste or from the burning or explosion of nuclear fuel.

GENERAL EXCLUSIONS CONTINUED

- The radiation, toxic, explosive or other dangerous properties of any nuclear installation, reactor, or other nuclear assembly or its component part.
 - Any weapon or device using atomic or nuclear fission or fusion or radioactive force or matter.
 - Pressure waves caused by aircraft and other flying objects, or
 - Carrying any dangerous substances or goods.
- 9 Any liability, loss or damage that happens outside the **geographical limits** (apart from the cover detailed in Section 6 – Driving Abroad).
- 10 Any proceedings brought against **you** outside the **geographical limits**, unless they result from using the **insured car** in a country which **we** have agreed to extend this insurance to cover (see Section 6 – Driving Abroad).
- 11 Any liability, injury, loss or damage caused directly or indirectly by:
- pollution, or
 - contamination

Unless the pollution or contamination is directly caused by one incident at a specific time and place during the **period of insurance** and is:

- sudden.
- identifiable.
- not deliberate.
- unexpected.

We will consider the pollution to have happened at the time the incident took place.

- 12 Any death, injury, loss or damage caused directly or indirectly as a result of any deliberate act by **you** or any person driving the **insured car**.

GENERAL CONDITIONS

The following **general conditions** apply to the whole of this **contract of motor insurance**. These describe **your** responsibilities, general information and the procedures that apply in certain situations, such as when there is a claim or the **contract of motor insurance** is cancelled. If **you** do not meet the terms and conditions of this **contract of motor insurance**, it could make the cover invalid or mean **we** will refuse to pay **your** claim.

Keeping to the Policy Terms

Your premium is based on the information **you** gave **us** when **your** cover started and when **you** renew it. If any of the details on **your proposal form or statement of fact** change, **you** must tell **us** as soon as possible. If **you** are not sure whether **you** need to tell **us** about certain facts, **you** should give **us** the information anyway, or contact Marmalade for advice. **You** should keep a record of the information **you** give in relation to this **contract of motor insurance**. If **you** did not or do not give full and accurate information, this **contract of motor insurance** 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 **contract of motor insurance**; and
- all the information **you** have supplied is correct and complete to the best of **your** knowledge and belief.

Telematic and Driving Data

You must not, nor permit any person or organisation to tamper, alter or dismantle the **telematics tag** in any way or to interfere with the Global Positioning System (GPS) signal received or the Mobile Phone Network signal sent or received by the **telematics tag**. In the event of this occurring **we** will cancel **your policy** in line with **our** right to cancel under Cancelling Your Policy (Outside the -off Cancellation Right).

It is **your** responsibility to inform anyone that is going to drive the **insured car** that it is fitted with a **telematics tag** and as such, their **data** will be included in the information collected and used and will be visible to **you**, via **your** app, as well as **Highway Insurance**, Marmalade, appointed providers and / or service partners.

Misrepresentation, Fraud and Financial Crime

If **you** or anyone representing **you**:

- Provides **us** with misleading or incorrect information to any of the questions asked when applying for, amending or renewing this insurance;
- Deliberately misleads **us** to obtain cover, gain a cheaper premium or more favourable terms;
- Provides **us** with false documents;
- Makes a fraudulent payment by bank account and/or card;

We may:

- Agree to amend **your policy** to record the correct information, apply any relevant **policy** terms and conditions and collect any additional premium due including any premium adjustment charge to cover **our** administration costs;
- Reject a claim or reduce the amount of payment **we** make;
- Cancel or avoid **your policy** (treat it as if it never existed), including all other policies which **you** have with **us**, and apply a cancellation premium charge.

GENERAL CONDITIONS CONTINUED

Where fraud is identified **we** will:

- Not return any premium paid by **you**.
- Recover from **you** any costs **we** have incurred.
- Pass details to fraud prevention and law enforcement agencies who may access and use this information. Other insurers may also access this information.

Claims Fraud

If **you** or anyone representing **you**:

- Makes a claim or part of any claim that is fraudulent, false or exaggerated;

We may:

- Reject the claim or reduce the amount of payment **we** make;
- Cancel **your policy** from the date of the fraudulent act and not return any premium paid;
- Recover from **you** any costs **we** have incurred relating to the fraudulent claim and any further claims notified after the date of the fraudulent act;
- Pass details to fraud prevention and law enforcement agencies who may access and use this information. Other insurers may also access this information.

Right of recovery

If the law of any country which this **contract of motor insurance** 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 has been paid which **we** later find to be fraudulent, false or exaggerated, **you** must repay the amount paid to **us**.

If **we** have refunded any premium following cancellation, **we** can take any money **you** owe **us** from any payment **we** make.

Care of the Car

The **insured car** must be covered by a valid Department of Transport Test (MoT) Certificate if **you** need one by law.

You, or any person driving the **insured car** with **your** permission, must take care to avoid loss of or damage to the **insured car**. For example, removing it to a safe place as soon as possible if it breaks down. **You**, or any person driving the **insured car** with **your** permission, should also take care of the keys to the **insured car** to prevent them being lost or stolen.

GENERAL CONDITIONS CONTINUED

You must always take the keys out of the ignition and remove them completely when the **insured car** is left at any time whatsoever (regardless of whether the vehicle is still within **your** sight) and make sure that **you** do not leave belongings on display. **You** should close all the windows and sun-roofs and lock all the doors. Alarms, immobilisers and tracking devices should be turned on when fitted. **Endorsements** may apply to **your** cover, setting out other requirements relating to immobilisers, alarms and tracking devices. In these cases, **we** will need to see evidence that an approved alarm, immobiliser or tracking device has been fitted. These devices must always be on and working whenever the **insured car** is left.

If **you**, or any person driving the **insured car** with **your** permission, do not take care of the **insured car** and meet any security requirements, this **contract of motor insurance** may no longer be valid and **we** may not pay any claim.

You or any other person covered by this insurance must do the following:

- Protect the **insured car** from loss or damage.
- Keep the **insured car** in a roadworthy condition. (**You** may be asked to provide details to show the **insured car** was regularly maintained and kept in good condition.)
- Not move or drive the **insured car** in a way likely to affect safe driving or control or in a way which could cause loss or damage to it.
- Not move or drive the **insured car** after an accident, fire or theft if to do so may cause additional damage.
- Allow **us** access to examine the **insured car**.

Other Insurance

If there is any other insurance covering the same claim, **we** will only pay **our** share of the claim, even if the other insurer refuses the claim.

If there is an accident or theft, call Highway on:

0800 681 6372

If you suffer windscreen or glass damage, call:

0800 169 9499

Our claimsline is:

0333 358 0028



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