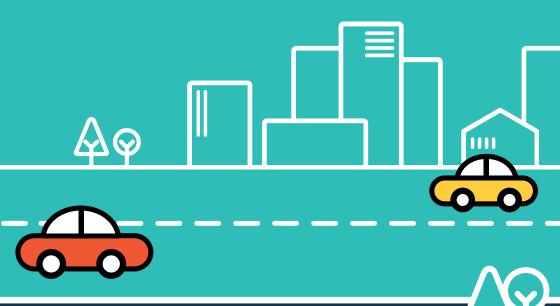
Darwin.

Car insurance All you need to know

This booklet includes your policy wording, so keep it safe in case you need it.



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FAQs

Am I covered if I leave my car unlocked or the keys in the car?

We will not pay a claim if your car is:

- left unlocked:
- left with keys or key fobs in, on, or attached;
- left with the engine running;
- left with a window or roof open.

How much will you pay if my car is damaged?

If your car is damaged, we will pay the cost of repairing or replacing your vehicle up to its UK market value.

This is the current value of the vehicle at the time of the claim – and it may be different to the amount you paid or any amounts we spoke about when you insured your vehicle with us.

Am I covered if I drive other cars?

We will cover you for damage caused to third parties whilst you are driving cars that are not your own, provided you meet certain conditions (see Section A)

This cover does not include damage to the car you are driving and applies only to the policyholder and not to any named drivers on the policy.

Your certificate of insurance will show if you have this benefit.

Can I add an additional car temporarily to my policy?

We are unable to offer temporary cover on Darwin policies for additional vehicles at this stage.

Am I covered for business use?

Darwin offers the following cover options:

- Social, Domestic and Pleasure (SDP);
- Social, Domestic, Pleasure and Commuting (SDPC); and
- SDPC & Business Use.

Kindly note that Commuting includes any part of your journey from home to work or vice versa e.g. driving to/from the train station.

Please refer to the section called "Limitations as to use" on your Certificate of Motor Insurance for details of any business use provided under your Darwin policy.

Do you have a National Network of Repairers?

Yes, we have a UK-wide repair network who will deal with all aspects of your repair, they will arrange a time to collect your car, undertake the repairs and on completion deliver your car back to you.

Will I be able to use my car abroad?

For up to 90 days in every 12 months, Darwin automatically provides Comprehensive cover to use your car in Jersey, Guernsey, Isle of Man, any country which is a member of the European Union and those approved by the Commission of the European Community. This 90 days of higher level cover cannot be extended. Please contact Darwin Customer Services for a full list of countries or if you require further details. In addition to the 90 days, Darwin will also provide the minimum cover you need by law to use your car in the countries as above provided your motor policy is in force.

What do I need to do before driving in Europe?

Darwin will provide the minimum cover you need by law for certain countries in addition to Comprehensive cover for up to go days in every 12 months free of charge. Before you leave the UK, we recommend that you plan ahead and ensure that your car is serviced, get the air conditioning, lights, tyres and brakes into a good working condition and ensure all the fluids are topped up. Make sure that the car is equipped with all the necessities for the countries you are driving into as each has specific requirements. It makes sense to take a European Touring Kit as well as an Accident Statement Report Form.

An Accident Statement Report Form is an agreed statement of facts, and once signed, is in most cases legally binding. Most drivers in Europe have this document in their car and the format for each country is identical. It is recommended that you take the English version with you, along with a version for each country you will drive through. You can download a copy of the form from our website.

This is general advice and you are responsible for checking the full requirements for each country you plan to travel in before you leave the UK.

How does my No Claim Discount work?

No Claim Discount (NCD)

If no claim is made against your policy, your renewal premium will be adjusted in accordance with our NCD scale applicable at the renewal date. However, if a claim is made against your policy, we may reduce your NCD.

NCD at the start of the period of insurance:	NCD at the next renewal date following:				
	1 claim	2 claims	3+ claims		
0 years	Nil	Nil	Nil		
1 year	Nil	Nil	Nil		
2 years	Nil	Nil	Nil		
3 years	1 year	Nil	Nil		
4 years	2 years	Nil	Nil		
5, 6, 7, 8 or 9 years	3 years	1 year	Nil		

No Claim Discount Protection

If you are eligible, this will be subject to payment of an additional premium. For information, including step back tables, please refer to your policy schedule.

What changes do I need to tell you about?

You must tell us if any of the following details change before you need cover to start:

- you change your car;
- you modify your car (please see general condition 8 for further details);
- the address where you normally keep your car;
- if you, or anyone covered by this policy change jobs, including part time;
- if you, or anyone covered by this policy passes their driving test;
- if you, or anyone covered by this policy has had a claim or motoring conviction which we haven't been told about previously.

FAQs

You must tell us as soon as possible if any of the following details change:

- the address where you normally keep your car;
- changes to your car including modifications;
- if you, or anyone covered by this policy change jobs, including part time;
- if you, or anyone covered by this policy passes their driving test;
- if you, or anyone covered by this policy has had a claim or motoring conviction which we haven't been told about previously.

Any change during the period of insurance may result in an additional or return premium and may be subject to an administration fee. See general condition 4 for further details.

You must tell us before the next renewal date (or at the time you are making any of the changes already mentioned) if you or anyone covered by this policy have:

- had insurance cancelled by an insurer. This
 includes a policy declared null and void
 (as though it has never existed), a renewal
 declined by an insurer or a policy
 cancelled by an insurer due to, but not
 restricted to, non-payment, fraud or
 misrepresentation;
- had any accidents, thefts or losses (whether a claim was reported or not and regardless of blame);

Making a change to your policy? Call 0345 246 2083

 had any motoring offences including convictions, endorsements, penalty points, fixed penalties (excluding parking penalties), speed camera offences, disqualifications or criminal prosecutions pending.

Failure to provide correct information or inform us of any changes could adversely affect your policy, including invalidating your policy or claims being rejected or not fully paid.

How does your uninsured driver promise work?

If you make a claim for an accident that is not your fault and the driver of the vehicle that hits your car is not insured, you will not lose your No Claim Discount or have to pay any excess.

Conditions

We will need:

- the vehicle registration number and the make and model of the vehicle; and
- the driver's details, if possible.

It also helps us to confirm who is at fault if you can get the names and addresses of any independent witnesses, if available.

When you claim, you may have to pay your excess. Also, if when your renewal is due, investigations are still ongoing, you may lose your No Claim Discount temporarily. However, once we confirm that the accident was the fault of the uninsured driver, we will repay your excess, restore your No Claim Discount and make any necessary premium adjustment.

This promise is for comprehensive policy holders only.

Are my electric car's charging cables covered?

Charging cables and your home charger are considered an accessory to your car which means they are covered for accidental damage, fire and theft. You are also covered for any accidents involving your charging cables when they are attached to your car, for example, someone tripping over your cable as long as you have taken due care to prevent such an accident.

Is my electric car battery covered?

Damage to your car's battery is covered should it be damaged as a result of an insured incident. Cover applies whether your battery is owned or leased.

Your policy wording

This policy booklet gives full details of your cover. You should read it along with your motor proposal confirmation, certificate of motor insurance and schedule. Please keep all your documents in a safe place.

Your policy is made up of:

- the motor proposal confirmation;
- this policy booklet from pages 5 to 24 and 28 to 45;
- the certificate of motor insurance; and
- the schedule.

We aim to always be fair and reasonable and to act quickly whenever you need to make a claim under this policy. If you feel we have not met this, we will try to do everything possible to deal with your complaint quickly and fairly.

Your Darwin car insurance policy is arranged and administered by iGO4 Limited and is underwritten by U K Insurance Limited. This policy is evidence of the contract between you and us, U K Insurance Limited, based on information you have given to us.

In return for iGO4 Limited receiving and accepting the premium on our behalf, we will provide insurance under this policy for the sections shown in the schedule as applicable for the accident, injury, loss or damage which has happened in the territorial limits during the period of insurance.

You and we may choose which law will apply to this policy. Unless both parties agree otherwise, English law will apply. However, if you are resident in Jersey, Guernsey, Alderney or the Isle of Man, the law of the island where you are resident will always apply to your policy and any dispute in relation to it will be within the jurisdiction of that island's relevant court. We've supplied this policy and other information to you in English and we'll continue to communicate with you in English.

We have not given you a personal recommendation as to whether this policy is suitable for your specific needs.

Policy definitions

Wherever the following words or expressions appear in **your policy**, they have the meaning given here unless **we** say differently.

Accessories – parts or products specifically designed to be fitted to your car, including your electric car's charging cables and the charger installed at your home. We may treat some accessories as modifications, so please tell us about any alterations to your car.

Approved repairer – a repairer in **our** network of contracted repairers, who is approved by **us** to perform repairs to **your car** following a claim under section B and C of this **policy**.

Approved windscreen supplier – a repairer we have approved and authorised to repair or replace your windscreen as shown on your schedule and certificate of motor insurance

Certificate of motor insurance – this document provides evidence that **you** have taken out the insurance **you** must have by law. It identifies who can drive **your car** and the purposes for which **your car** can be used.

Close Brothers – Close Brothers Limited trading as Close Brothers Premium Finance.

Convertible – these are motor vehicles in which the roof is removable and/or can retract and are often referred to as cabriolets, roadsters and/or soft/hard tops.

Convictions – these include all motoring convictions, penalty points, fixed penalties, speed camera offences and disqualifications.

Courtesy car – a temporary hire car provided to **you** by an **approved repairer** under Section Ji following a claim under sections B and C of this **policy**.

Excess – the amount **you** must pay towards any claim.

Keys – physical key, device or smart access provided with **your car** by the manufacturer that allows **you** to access and/or move **your car**.

Loss of any limb – severance at or above the wrist or ankle, or the total and irrecoverable loss of use of a hand, arm, foot or leg.

Market value – the cost of replacing your car with another of the same make and model and of a similar age and condition at the time of the accident or loss.

Misfuelling – the accidental filling of the fuel tank with inappropriate fuel for **your car** (or **your vehicle** for Section I).

Modifications – any changes to your car's standard specification, including optional extras. These include, but are not restricted to, changes to the appearance and/or the performance of your car (including wheels, suspension, bodywork and engine) and include changes made to your car by the previous owner(s).

Motor proposal confirmation – the document recording the statements made and information **you** gave or which was given for **you** when **you** bought **your policy**.

Partner – **your** husband, wife or someone **you** are living with as if **you** are married to them.

Period of insurance – as shown on your certificate of motor insurance.

Policy – this policy booklet, schedule, motor proposal confirmation and certificate of motor insurance.

Road Traffic Act – any Acts, laws or regulations, which govern the driving or use of any motor vehicle in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands

Schedule – the document that identifies the policyholder and sets out details of the cover **your policy** provides.

Terms – all terms, exceptions, conditions and limits which apply to **your policy**.

Track day – when **your car** is driven on a racing track, on an airfield or at an off-road event.

Trailer – any form of trailer that has been specially built to be towed by a motor car.

We, us, our - U K Insurance Limited.

You, your - the person named as the policyholder in the schedule. If section H and/or section I is included on the schedule, this definition is extended under that section/sections to include authorised drivers as shown in the certificate of motor insurance and any passengers.

Your car – the car described in the current schedule. In section B 'Damage to your car' and section C 'Fire and theft', the term 'car' also includes its accessories and spare parts, whether they are on or in the car, or in your locked private garage.

Section A Liability to other people

1 a Cover for you

We will cover **you** for **your** legal liability to other people arising from an accident which involves **your car** and:

- you kill or injure someone; and/or
- you damage someone else's property.

This cover also applies to an accident involving a **trailer** or vehicle **you** are towing.

1 b Driving other cars

If your certificate of motor insurance says so, this policy provides the same cover as above in 1a when you are driving any other motor car as long as you do not own it and it is not hired to you under a hire-purchase or leasing agreement. This cover only applies if:

- there is no other insurance in force which covers the same liability;
- you have the owner's permission to drive the car:
- the car is registered in and being driven in Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man or the Channel Islands; and
- you still have your car and it has not been damaged beyond costeffective repair.

Note – There is no cover under clause 1b for damage, fire or theft to the car **you** are driving.

2 Cover for other people

We will also provide the cover under section 1a for:

- anyone insured by this policy to drive your car, as long as they have your permission;
- anyone you allow to use but not drive your car;
- accidents caused by any electric charging cables when attached to your car as long as you have taken due care to prevent such an accident;
- anyone who is in or getting into or out of your car; or
- the legal personal representative of anyone covered under this section if that person dies.

3 Costs and expenses

a Legal costs

If there is an accident covered by this **policy**, **we** have the option entirely at **our** discretion to pay the reasonable legal costs and/or expenses to defend or represent **you** or any driver covered by this **policy**:

- at a coroner's inquest or fatal accident inquiry and/or
- in criminal proceedings arising out of the accident.

We must agree to all legal costs and/or expenses beforehand. If **we** agree to pay such legal costs and/or expenses, **we** will advise **you** as to the extent of any assistance **we** will give.

Exceptions to section A

What is not covered

b Emergency medical treatment

We will pay for emergency treatment fees as set out in the **Road Traffic Act**. If **we** make a payment under this section only, it will not affect **your** No Claim Discount

4 Payments made outside the terms of the policy

If we must make a payment because the laws of any country require us to do so, we may recover from you, or the person who is liable any payment that is not covered by this policy. This includes any amount that we would not otherwise be required to pay as a result of your failure to provide accurate information.

We will not cover:

- loss of or damage to any car you drive or any trailer or vehicle you tow;
- anyone who has other insurance covering the same liability;
- death or injury to anyone while they are working with or for the driver of the car; except as set out in the Road Traffic Act:
- damage caused by any driver insured by this **policy** to any property they own or are responsible for;
- liability for more than £20,000,000 for any claim or series of claims for loss of or damage to property including any indirect loss or damage caused by one event (including all costs and expenses);
- liability caused by acts of terrorism as defined in the Terrorism Act 2000 (UK) and/or the Anti-Terrorism and Crime Act 2003 (Isle of Man) except as is strictly required under the Road Traffic Act;
- legal costs or expenses related to charges connected with speeding, driving under the influence of alcohol or drugs, or for parking offences;
- any injury, legal liability, loss or destruction of or damage to any property or any associated loss or expense that arises directly or indirectly as a result of:
 - a. grinding, cutting, welding or soldering operations and/or
 - b. use of blow lamps or torches

on or in your car.

Section B Damage to your car

What is covered

If **your car** is damaged, **we** have the option to:

- pay to repair the damage or repair the damage ourselves;
- replace what is lost or damaged, if this is more cost-effective than repairing it: or
- settle your claim by sending you a cheque or by bank transfer.

The most we will pay

We will not pay more than the market value of your car at the time of the loss (less any excess that may apply).

What is not covered

We will not cover:

- the draining, flushing and replenishing of the fuel from your car, in the event of misfuelling.
- the sum of all excesses shown on the schedule. These may include the 'own damage' excesses and 'young or inexperienced driver' excesses if these apply. An inexperienced driver is a person who has held a full UK or EU driving licence for less than one year.

Section C Fire and theft

What is covered

If **your car** is lost or damaged as a result of theft, attempted theft, fire, lightning or explosion, **we** have the option to:

- pay to repair the damage or repair the damage ourselves;
- replace what is lost or damaged if this is more cost-effective than repairing it; or
- settle your claim by sending you a cheque or by bank transfer.

We can choose to either repair or replace **your** damaged, lost or stolen **car keys** and the locks they fit, including any locksmith charges.

You must take all reasonable steps to protect **your car keys** from loss, theft or damage.

If your keys are stolen, you will need to pay the theft excess. You will need to report this to the police and get a crime reference number from them.

If **your keys** are lost or damaged, **you** will need to pay the accidental damage **excess**.

- Car Security. We will provide cover to reprogram immobilisers, infrared handsets and alarms.
- Car Hire. If you can't drive your car because of damaged, lost or stolen car keys and have purchased Guaranteed Hire Car Plus cover, we will extend the hire car cover while you are unable to use your car. See page 37 for details of Guaranteed Hire Car Plus cover.

 Driving Abroad. We will cover lost or stolen keys if this happens while you are driving your car abroad for up to 90 days in every period of insurance as defined in the Extended policy cover abroad section on page 18.

In this case, **you** will need to replace **your car keys** and send the receipts to **us**.

The most we will pay

We will not pay more than the market value of your car at the time of the loss (less any excess that may apply).

What is not covered

We will not cover:

- the excess shown in the schedule, unless your car is stolen from a private locked garage;
- loss or damage to your car as a result of someone acquiring it by fraud or trickery while pretending to be a buyer;
- loss or damage caused by theft or attempted theft if the keys and/or other devices which unlocks your car and/or enables your car to be started and driven are left in or on your car which is unattended, or if your car has been left unattended and not properly locked (this includes any window, roof opening, removable roof panel or hood being left open or unlocked);
- Loss or damage caused by theft or attempted theft if any security device fitted to your car by the manufacturer is not operational when your car is left unattended.
- loss or damage caused by theft or attempted theft to readily removable in-car electronic equipment unless it is in a glove compartment or a locked boot. In which case we will provide cover up to the amount shown in the schedule.
- loss or damage if any security or tracking device, which we insist is fitted to your car, has not been set or is not in full working order;

Section D Windscreen damage

What is covered

We will pay to:

- replace or repair broken glass in the windscreen, sunroof or windows of your car, and repair any scratching to the bodywork caused by the broken glass, as long as there has not been any other loss or damage to your car; or
- replace the roof and rear windscreen assembly together if your car is fitted with a folding roof and it is more cost-effective than replacing the glass alone.

Claims under this section will not affect **your** No Claim Discount.

The most we will pay

We will not pay more than the market value of your car at the time of the loss (less any excess that may apply).

What is not covered

We will not cover:

- the excess shown in the schedule: or
- any amount greater than the limit shown in the schedule if you do not use an approved windscreen supplier.

- loss or damage if the network subscription, for any tracking device which we insist is fitted to your car, is not current and operable; or
- loss or damage if the driver recognition device for any tracking device which we insist is fitted to your car, is left in or on your car whilst unattended.
- loss or damage if anyone in your family or living or staying at your home address takes your keys without your permission, unless you have reported it to the police and have a crime reference number.
- any reduction in your car's market value because of lost or stolen keys.
- any losses that are not directly due to your keys being damaged, lost or stolen. For example, we do not cover loss of use or earnings.

Exceptions which apply to sections B, C and D

What is not covered

We will not cover:

- loss or damage caused by wear and tear or loss of value;
- any part of a repair or replacement which improves your car beyond its condition before the loss or damage took place;
- any mechanical, electrical or computer failure, breakdown or breakage;
- damage to tyres caused by braking, punctures, cuts or bursts;
- damage caused by pressure waves from an aircraft or other flying object travelling at or beyond the speed of sound:
- deliberate damage caused to your car by anyone insured under this policy;
- loss of use or other indirect loss such as travel costs or loss of earnings;
- loss or damage to any trailer or vehicle, or their contents, while being towed by your car;
- loss or damage to your car if, at the time
 of the incident, it was being driven or
 used without your permission by
 someone in your family or someone who
 is living with you (this exception does not
 apply if the person driving is reported to
 the police for taking your car without
 your permission);

- any amount over that shown in the schedule for loss of or damage to permanently fitted in-car audio, television, phone, CB radio, gamesconsole or electronic-navigation equipment (if the equipment is part of your car specification when first registered, we will provide unlimited cover);
- loss or damage to any speed assessment equipment detection device:
- loss or damage due to any government, public or local authority legally taking, keeping or destroying your car;
- any reduction to the market value of your car as a result of it being repaired;
- the valuation of your cherished plate is not included in any valuation of your claim;
- the cost of placing the cherished plate on retention where following a claim your car is beyond economical repair;
- the loss of use of the cherished plate where you have failed to place the plate on retention in good time where following a claim your car is beyond economical repair.

Conditions which apply to sections B, C and D

1 Hire-purchase, leasing and other agreements

If your car is currently on a hire purchase or financing agreement (except leasing) we will settle the claim by paying the legal owner. We will only pay you any remaining balance if ownership of your car is to be transferred to you at the end of the hire purchase or financing agreement. If your car is on a leasing agreement, we will settle the claim by paying the legal owner.

2 Parts

We may decide to repair your car with parts which have not been made by your car's manufacturer but which are of a similar standard, including recycled parts. If 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 reasonable fitting costs).

3 Removing and delivering your car

If your car cannot be driven as a result of loss or damage covered under this policy, we will pay the reasonable cost of taking it to the nearest suitable repairer. We will also pay the reasonable cost of delivering your car to you at the address shown in the schedule after it has been repaired. We may put your car in safe storage, before it is repaired, sold or taken for scrap. We will pay the reasonable cost of storage.

Following an accident, **we** will help **you** and **your** passengers make arrangements to get home, to **your** original destination or take **you** to a safe place.

4 Repairs

If our approved repairer carries out the repairs, you do not need an estimate, and you will benefit from our Ownership Repair Guarantee. This means parts, materials and workmanship provided by our approved repairer are guaranteed for as long as you own or lease your car. Your car will not qualify for repair under our Ownership Repair Guarantee if the cause is a lack of maintenance, wear and tear, or a subsequent incident. If there is a problem with the repair, your first port of call is the approved repairer who did the original work. If they cannot put things right, please let us know.

You can request that reasonable and necessary repairs be carried out at a repairer of your choice. However, you must give us full details of the incident and we must approve the repairer's detailed assessment of the repairs before the work begins. We may then make the arrangements for the repairs ourselves. Where the repairs are carried out at a repairer of your choice, those repairs will NOT be guaranteed by us even though we may pay for them directly. For the purposes of the policy, those repairs will not be treated as being carried out by our approved repairer.

5 Uneconomical repairs

If your car is uneconomical to repair (written off) and we agree to settle your claim on that basis, you still owe the full yearly premium (whether you pay annually or by monthly instalments under a finance agreement with Close Brothers) as we will have met all our responsibilities to you under the policy.

Once we settle your claim, your car will become **our** property and **you** must send **us** the registration document. All cover will then end unless we agree differently. We will not refund any of your premium if you pay annually. If you pay by instalments under a finance agreement with Close Brothers you must pay to **us** (1) all instalment payments that have already fallen due under the **Close Brothers** finance agreement and remain unpaid, and (2) the total remaining balance under the Close Brothers finance agreement. If **we** agree to pay your claim and you have not paid the amounts due to us under (1) and (2) above, **we** may reduce the amount that we pay in settlement of your claim by the amount that you owe us. Alternatively, we may write to you asking you for the full payment.

Section E Personal accident

What is covered

We will pay you or your legal representatives if you or your partner are accidentally injured while travelling in or getting into or out of any car, and this injury alone results within three calendar months of the date of the accident. in:

- death:
- total irrecoverable loss of sight in one or both eyes; or
- loss of any limb.

We will pay the benefit shown in the **schedule**.

What is not covered

We will not cover:

- any injury or death resulting from suicide or attempted suicide;
- anyone who is convicted for driving while under the influence of drink or drugs at the time of the accident; or
- an injured person under this policy if we insure them against personal accident under any other car insurance policy.

The most **we** will pay in any **period of insurance** is one benefit shown in the **schedule**

Section F Other benefits

1 Medical expenses

We will pay medical expenses up to the amount shown in the **schedule** for each person injured if **your car** is in an accident, as long as there is no cover in force under another car insurance policy.

2 Personal belongings

We will pay for loss of, or damage to, clothing and personal belongings caused by fire, theft, attempted theft or accident, while they are in or on your car. The most we will pay for any one incident is the amount shown in the schedule. If you ask us to pay someone else, we will have no further responsibility to you once we have done so

What is not covered

We will not cover loss of or damage to:

- money, credit or debit cards, stamps, tickets, vouchers, documents, securities (such as share and Premium Bond certificates), goods or samples carried in connection with any trade or business; or
- property insured under any other policy.

3 Hotel expenses

If your car cannot be driven after an accident or loss covered under section B of this policy, we will pay up to £150 for the driver (or £250 in total for all the people in the car) towards the cost of hotel expenses for an overnight stay if this is necessary.

4 New car cover

If your car is less than one year old and you are the first and only registered owner, we will replace it with one of the same make and model if it has:

- been stolen and not found: or
- suffered damage covered by the policy and the cost of repairing is more than 60% of the last United Kingdom list price, (including taxes).

We can only do this if a replacement car is available in the UK and anyone else who has an interest in **your car** agrees.

If a suitable replacement car is not available, or **your car** was not supplied as new in the UK, **we** will pay **you** the **market value** of **your car** at the time of the loss (less any **excess** that may apply). If **we** settle a claim under this clause, the lost or damaged car becomes **our** property and **you** must send **us** the registration document.

5 Child car seats

If you have a child car seat fitted to your car and your car is involved in an accident, damaged by fire or theft or stolen and not recovered, we will arrange a replacement, or cover you for the cost of replacing the child car seat with a new one of a similar standard, even if there is no apparent damage. You may be required to provide proof of purchase as part of the claim validation process.

Section G Territorial limits and foreign use

1 Territorial limits

This **policy** provides the cover described in **your schedule** in Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man, the Channel Islands and during journeys between these places.

2 Using your car abroad

This **policy** also provides the minimum cover **you** need by law to use **your car** in:

- any country which is a member of the European Union; and
- Jersey, Guernsey, Isle of Man and any country listed below which the Commission of the European Community approves as meeting the requirements of Article 8 of EC Directive 2009/103/EC on Insurance of Civil Liabilities arising from using motor vehicles.

Countries included:

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

3 Extended policy cover abroad

If you are driving in a country listed in the 'Using your car abroad' section, your policy is automatically extended to provide the same level of cover as you have in the territorial limits for up to 90 days in every period of insurance. Your car will also be covered during journeys between those countries by a recognised carrier.

Cover in these countries only applies if **your** permanent home is in the United Kingdom.

What is not covered

- We will not provide the same level of cover as you have in the territorial limits for more than 90 days in every 12 months;
- Section A, 1b Driving other cars

 There is no policy cover when driving any other motor car outside of the territorial limits:
- Section Ji Courtesy Car we will not provide a hire car for any loss which takes place outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands:

- Section Jii Guaranteed Hire Car Plus

 we will not provide a hire car for any loss which takes place outside
 Great Britain, Northern Ireland, the Isle of Man or the Channel Islands; instead of a hire car, we will reimburse your travel costs (up to £50 a day and up to a maximum of £500 over the 21 days following your claim) as long as we are dealing with your claim under section B or C;
- If your cover includes Green Flag breakdown, your breakdown cover will only cover you in the Channel Islands if you live there.

4 Customs duty

If you have to pay customs duty on your car in any of the countries covered in paragraph 2 because of repairs covered under your policy, we will pay these costs for you.

Section H Motor Legal Protection (optional extra)

This section only applies if it is shown on **your schedule**.

This cover can be used to claim **your** uninsured losses if **you** and **your car** are involved in a road traffic accident with a moving vehicle, as defined by the **Road Traffic Act**, where someone else is to blame.

We will pay the costs to help you claim your uninsured losses from the person who was responsible for the accident.

Examples of what uninsured losses **you** may claim for include:

- compensation for your death or physical bodily injury;
- accident repair costs if you do not have comprehensive cover;
- damage to any belongings in your car that you are legally responsible for; or
- any other financial losses incurred as a direct result of the accident.

Definitions

The following definitions apply to this section and are in addition to those shown on pages 5 and 6 of the **policy**.

Appointed representative – The preferred law firm, solicitor, or other suitably qualified person appointed by **us** to represent **you** under this section of the **policy**.

Costs -

a) All reasonable, necessary and proportionate legal fees, expenses and disbursements charged by the appointed representative and agreed by us. Legal fees, expenses and disbursements will be assessed on the standard basis or in accordance with any fixed recoverable costs scheme, if applicable. b) The fees incurred by your opponent which you are ordered to pay by a court and any other fees we agree to in writing.

Court – Court, tribunal or other suitable authority.

Preferred law firm – The law firm we choose to provide legal services. These legal specialists are chosen as they have the expertise to deal with your claim and must comply with our agreed service standards.

Reasonable prospects of success – We and the appointed representative agree that there is a better than 50% chance that you will:

- a) obtain a successful judgment; and
- b) recover your losses or damages or obtain any other legal remedy we agree to, including an enforcement of judgment, making a successful appeal or defence of an appeal.

Terms of appointment – A separate contract which we will require the appointed representative to enter into with us if they are not a preferred law firm. This contract sets out the amounts we will pay the appointed representative under your policy and their responsibilities to report to us at various stages of the claim.

Territorial limits – Jersey, Guernsey, Isle of Man and any country which the Commission of the European Community approves as meeting the requirements of Article 8 of EC Directive 2009/103/EC on Insurance of Civil Liabilities arising from using motor vehicles.

What is covered

This cover can be used to claim **your** uninsured losses if **you** and **your** car are involved in a road traffic accident with a moving vehicle, as defined by the **Road Traffic Act**, where someone else is to blame.

We will pay the costs to help you claim your uninsured losses from the person who was responsible for the accident. The most we will pay for all claims, including any appeal or counterclaim that arise from the same incident is £100,000 (including VAT).

Cover will be provided as long as:

- a. we and your appointed representative agree your claim has reasonable prospects of success for the duration of the claim.
- b. at the time of the incident, your car is being used by a person identified in, and for a purpose allowed by, your certificate of motor insurance;
- c. the incident happens within the territorial limits and during a period cover was in force; and
- d. any legal proceedings will be carried out within the **territorial limits** by a **court**.

Exceptions which apply to Section H – Motor Legal Protection cover

See also the general exceptions which apply to the whole **policy**.

We don't cover claims arising from or relating to:

- a) costs that relate to the period before we accept your claim;
- b) fines, penalties, compensation or damages which you are ordered to pay by a court;
- a dispute with us about this section of the policy other than as shown under 'How to complain' on page 46;
- d) loss or damage that is insured under another section of this **policy** or any other insurance policy;
- e) any appeal where **we** did not provide cover for the original claim;
- f) incidents which begin before the cover started:
- g) psychological injuries or mental illness unless they result from an insured event that also causes physical bodily injury to you; or
- h) action against another person who is insured by this **policy**, where that person is to blame for the accident.

Conditions which apply to Section H - Motor Legal Protection cover

See also the general conditions which apply to the whole **policy**. General conditions 2, 3 and 4 on page 41 do not apply to Section H – Motor Legal Protection.

1 Observing the policy terms

You must comply with all of the **terms** and conditions of this **policy**, take all reasonable precautions to minimise the cost of claims and to prevent a claim from happening.

If **our** position is prejudiced as a result of **you** not observing any of the **terms** and conditions of this **policy**, **we** have the right to:

- refuse or withdraw from any claim;
- refuse to pay costs we have already agreed to meet; and
- claim back from you costs that we have paid.

2 Reporting your claim

- a) You must report full and factual details of your claim to us within a reasonable time of it happening.
- b) You must send us any information that we ask for that is reasonable and relevant to your claim (you must pay any charges involved in providing this information).

3 Choosing an appointed representative

- a) You have the right to choose an appointed representative to safeguard your interests from the time you have the right to make a claim under this policy. This includes the right to choose an appointed representative to serve your interest in any inquiry or proceedings or if a conflict of interests arises.
- b) If you choose an appointed representative who is not a preferred law firm they must agree to act for you in line with our terms of appointment (you can ask us for a copy). Cover for their costs will only commence from the date they agree to our terms of appointment.
- c) The appointed representative will enter into a separate contract of appointment directly with you. You will be responsible for costs incurred by the appointed representative which are not authorised by us.
- 4 Co-operating with the appointed representative and us
- a) If we ask, you must tell the appointed representative to give us any documents, information or advice that they have or know about.
- b) You must fully co-operate with the appointed representative and us, and not take any action that has not been agreed by your appointed representative or by us.

- c) You must keep us and the appointed representative continually and promptly informed of all developments relating to the claim and provide us and the appointed representative immediately with all information, evidence and documents that you have or know about.
- d) You must get our permission before instructing a barrister or an expert witness.
- e) We can contact the appointed representative at any time, and he or she must co-operate fully with us at all times.

5 Barrister's opinion

If there are conflicting opinions over reasonable prospects of success you will be required to obtain an opinion from a barrister; the choice of the barrister needs to be agreed between you and us. You will be responsible for paying for the opinion unless it shows that your claim has reasonable prospects of success.

6 Settling or ending your claim

- a) You must tell us if anyone makes a payment into court or offers to settle your claim.
- b) You must not stop, settle, negotiate or withdraw from a claim or withdraw instructions from the appointed representative without our approval.
 We will not withhold our approval without good reason.

- c) If an appointed representative refuses to continue acting for you with good reason, or if you dismiss them without good reason, cover for your claim will end immediately unless we agree to appoint another appointed representative.
- d) We can decide to settle your claim by paying you the compensation you are likely to be awarded by a court instead of starting or continuing your claim or legal proceedings. If your claim is not for damages, we may decide to settle your claim by paying you the equivalent financial value of your claim.
- e) We can refuse to pay further costs if you do not accept a payment into court, or an offer to settle a claim, which we or your appointed representative considers should be accepted.
- f) We can refuse to pay further costs if we or the appointed representative consider that those costs would be disproportionate to the value of the claim.
- g) You must tell us if your claim no longer has reasonable prospects of success.
- We can refuse to pay further costs if your claim no longer has reasonable prospects of success.

7 Assessing and recovering costs

- a) We have the right to have costs certified by the appropriate professional body, audited by costs draftsmen we choose or assessed by a court.
- b) You must tell your appointed representative to claim back all costs that you are entitled to. If costs we have paid are recovered, you must refund them to us.
- We and you will share any costs that are recovered where:
 - We refused to pay further costs and you paid more costs to end your claim.
 - ii) You chose to pay the difference between the costs we offered to the appointed representative under our terms of appointment and the costs charged by the appointed representative.

We and **you** will each receive the same percentage of the recovered **costs** as originally paid.

8 Cancellation

You can cancel this section of **your policy** at any time by contacting iGO4 Limited either over the phone or in writing.

- If you cancel this section before cover is due to start, we will return any premium you have paid in full.
- If you cancel this section within 14 days
 of it starting or within 14 days of
 receiving your documents (whichever
 occurs later), we will return any premium
 paid less a charge for the number of
 days for which cover has been given.
- If you cancel after those 14 days have passed, we will return any premium less a charge for the number of days for which cover has been given and an administration fee to amend your policy as shown in your schedule.

Section I Breakdown Cover (optional extra)

Summary of Breakdown Cover

This section only applies if it is shown on your schedule. It covers one car which means that it's always got Darwin Breakdown cover, whoever's driving at the time.

Things you need to tell us

Let us know straightaway if:

- you change your vehicle; or
- you change the main driver; or
- you want to add more cover.

If you don't keep your info up-to-date – or if anything you've told us is wrong – you might not be covered.

To change your details, call 0345 246 2083

Broken down? Don't panic

Call us on **0800 400 600** from inside the UK. If you have difficulty hearing, please text 'RESCUE' followed by your message to 61009. Texts may be chargeable. Please check with your network provider. There may be times when we receive unusually high volumes of calls from customers needing our help – for example, if it snows or it is extremely cold.

During these periods there could be a delay in reaching you, so in order to ensure that customers who are in a vulnerable situation reach a safe place quickly we will look at where you are, who you are with, what your situation is and prioritise accordingly.

Call-outs

If you've got Breakdown cover, you can call us out up to 5 times a year, as long as it's not a repeat call-out for the same problem.

A guide to your Breakdown Cover

This summary isn't part of your contract, but it does explain the main points about your cover.

You'll still need to read your policy documents for the full terms and conditions. Your cover's underwritten by U K Insurance Limited. It'll run for 12 months, or until the date on your schedule. Depending on the cover you've chosen, these are the sections that apply. Read your policy documents carefully, to check you've got all the cover you need. We've not provided you with a personal recommendation.

Level of cover Sections applicable within the Terms and Conditions	Rescue Section Ii	Recovery Plus Section Iii
Roadside help	✓	✓
Recovery to nearest suitable garage	✓	✓
No call out charges	1	✓
Cover as soon as you are ¼ mile from home	1	√
Pass-a-message	✓	✓
Misfuelling cover in the UK		✓
Cover at your home address		✓
Vehicle and passengers recovered to preferred destination in the UK		√
Choice of hire car/ cost of alternative transport/overnight accommodation		√
Cost of single standard rail fare to collect your car		/

Significant features

- We can call your friends, family or colleagues to let them know that you've broken down.
- With Recovery Plus, we'll give you a few options if we can't fix your car at the roadside.
- We'll cover specialist equipment charges, ferry costs or toll fees.
- You're not covered for a breakdown caused by you or someone else you've asked trying to repair your car on the same journey, unless we've agreed you should.
- With Recovery Plus, we'll recover you, your passengers and your vehicle to the nearest repair centre if you put the wrong fuel in your vehicle. But we won't cover the cost of fuel drainage and disposal or any damage to your vehicle.
- You're not covered for a breakdown caused by a fault with your car that we've told you about before and you haven't got round to fixing.

- Cars that have just been bought at auction aren't covered for recovery.
- You can only change to a lower level of cover when you renew your policy, or in the 14-day 'cooling off' period.
- You can use all the help in our Rescue section as soon as your Rescue cover begins. That's as long as your car was roadworthy at the time, and hadn't already broken down.

Definitions

The following definitions apply to this section and are in addition to those shown on pages 6 and 7 of the **policy**.

Breakdown

A situation happening in the **UK**, during the **time of cover**, when **you** can't drive **your vehicle** because of mechanical or electrical failure; fire; theft or attempted theft; or malicious damage.

The definition of **breakdown** also includes flat tyres; running out of fuel; a flat battery; or losing or breaking **your vehicle keys**.

You can also call us out if your vehicle becomes stuck in water, snow, sand or mud, or if something in your vehicle stops working that makes it illegal or dangerous to drive there and then. For example, if your windscreen wipers stop working when it's raining, or your headlamps don't work and it's dark.

(Otherwise, **we**'d suggest **you** drive to the nearest car **accessories** shop or garage, to have the part fixed for **your**self.)

You can't use the cover as an alternative to routine servicing, or as a way to get out of paying for repair costs.

Vehicle

Any **vehicle** we've agreed to cover and listed on **your schedule**.

You'll only be covered for the **vehicle** shown on **your schedule**.

In all cases, the **vehicle**'s got to meet these criteria:

- It's either a car or light van.
- It's privately registered in the UK.
- There aren't more people in it than the manufacturer would recommend, or more than nine altogether including the driver.
- It can't weigh more than 3.5 metric tons (3.500 kg) in total, including any load being carried.
- It can't be more than 7 metres long (apart from a tow bar or coupling device), 3 metres tall, and 2.55 metres wide.
- It's been serviced, looked after and used as recommended by the manufacturer.
- It meets any legal requirements and driving laws that apply – for example, it will need to be taxed and have a valid MOT certificate or we won't come out. We will check these details when you ask us for help.

We'll also cover any standard make of caravan or trailer that, when it breaks down, is being pulled by your vehicle. It must be connected using an ordinary 50mm tow-ball, and can't be bigger than the sizes above. When it's loaded, the caravan or trailer mustn't weigh more than the vehicle that's towing it weighs when empty.

Home

The **policyholder's** main **UK** address.

Policyholder

The person whose name is on the **schedule**

Specialist equipment

Lifting equipment which **we** don't usually carry. It includes things like winches, cranes and skates.

Time of cover

The time from the date **your** cover starts, to the date it ends. **You**'ll see these on **your schedule**. The only section **you** can use on the first day on cover is roadside assistance – unless **you**'ve broken down already, in which case **you** won't be able to.

All other kinds of cover start at a minute past midnight on the day after **your policy** starts, or on the day after the start date on **your schedule** – whichever comes later.

All the benefits end when **you** finish **your** return journey **home**, at the end of the **time of cover**.

UK

To include Great Britain, Northern Ireland and the Isle of Man.

Section li Rescue

This section only applies if it is shown on your schedule.

What is covered

Roadside help

We'll come out and help you if your vehicle's broken down a quarter of a mile or more from your home, or from the place where you usually keep it.

Local recovery

If we come out to your vehicle but can't get it going, we'll take you, your vehicle, and your passengers to one of our repairers, no matter how far away that is. If you prefer we can take you somewhere else, as long as it's 10 miles or less from where the breakdown happened, or no further away than the repairer we've recommended.

Next-day collection

If the repairer's closed and **you** ask **us** to take **your vehicle home**, **we** can pick it up the next day (or when mutually acceptable if the next day is not possible), and take it to the repairer.

Pass-a-message

If you've broken down, we'll phone anyone you need us to, to let them know you're running late.

Exceptions which apply to Section Ii – Rescue

See also the general exceptions which apply to the whole policy.

- Labour charges at any garage we take you to.
- The cost of parts or materials.
- The cost of a spare wheel and tyre, if **we** can't use **your**s.
- The cost of a locksmith, bodyglass or tyre specialist, if we need to call one out.

Remember

We're here to help get you going again.

We don't pay for labour charges that are incurred away from the scene of the breakdown. Once we've taken your vehicle to a garage, it's up to you to sort out any repairs.

Section Iii Recovery Plus

This section only applies if it is shown on your schedule.

What is covered

With Recovery Plus, **you**'ll get all the benefits of Rescue and more

Home breakdown

With Recovery Plus, **you** get all the benefits of Rescue, even if **you**'ve broken down less than a quarter of a mile from **home** or the place where **you** keep **your vehicle**.

Emergency driver

If the driver falls ill and can't drive, and none of the passengers are authorised to drive either, **we**'ll get **you** all to one destination you've chosen, anywhere in the **UK**.

We'll need to see a medical certificate to show the driver's unsafe. **We** might send out a driver, to take **you** where **you've** chosen to go.

Misfuelling

We'll provide cover for you, your passengers and your vehicle to be recovered to the repair centre nearest to where the misfuelling happened.

Getting you where you need to be

If your vehicle can't be fixed locally the same day, we'll take you, your passengers and your vehicle to a place of your choice, anywhere in the UK.

If the **breakdown** occurred at **home**, **we'll** take **you** to a place of **your** choice within 20 miles.

If the **breakdown** was caused by a flat or damaged tyre, **we** will take **you** to a place of **your** choice within 10 miles of the incident so that the tyre can be repaired or replaced. If there's nowhere open because **you** broke down late at night, or somewhere remote, this limit won't apply.

Exceptions which apply to Section III – Recovery Plus

See also the general exceptions which apply to the whole policy.

We won't recover your vehicle from a hospital, if you've been in for treatment and aren't safe to drive your vehicle when you leave.

Any costs where **you** haven't contacted **us** as soon as the **breakdown**'s happened.

Misfuelling

The cost of draining and disposing of the contaminated fuel.

Any damage to **your vehicle**. If **you**'ve put the wrong fuel in and it's damaged the engine, **you** might be able to claim towards that on **your vehicle** insurance.

Any of the above costs if **you** use the wrong fuel outside the **UK**.

If **your vehicle**'s been stolen and **you** won't get it back in a safe condition to drive the same day, as an alternative to asking **us** to recover it, **you** also have the choice of using any of the three options below.

If we can't fix your vehicle the same day, we can take you, your vehicle and your passengers to one destination in the UK.

Or, you can choose one of the following:

1. Temporary hire car

Instead of asking **us** to take **you** to one place in the **UK**, **you** can opt for a hire car instead. If **we** can find one, **you**'ll be able to use it for up to 48 hours while **your vehicle**'s being fixed, up to a hire value of £100. It'll be as similar to **your** own **vehicle** as possible, with a maximum engine size of 1600cc.

2. Another way there

Another option with Recovery Plus is for **you** and **your** passengers to either continue **your** journey, or make **your** own way **home**, using **our** choice of alternative transport. The total travel cost for **your** group can be up to £100.

3. Overnight stay

If we can't fix your vehicle the same day, your third choice with Recovery Plus is for us to arrange and pay for overnight accommodation. We'll put you and your passengers up in a local hotel while you wait for the repairs to be done, as long as you've broken down more than 25 miles away from your home and your destination.

There's a limit of £150 per person, or £500 per **breakdown**, on the hotel costs that **we**'ll pay. **You** can include the cost of breakfast, but **we** won't pay for any alcohol.

If **you** need **us** to, **we**'ll also pay the cost of a single standard class rail ticket for **you** to collect the **vehicle** after it's been repaired.

What's not covered

 Costs incurred where you didn't contact us when you broke down.

Remember

If you have to pay for a hire car locally, we'll only reimburse you if you've checked that we're happy to first, before you make the booking.

It's up to **you** to collect the hire car. **We** won't be able to guarantee it'll have a roof rack or tow bar.

We won't pay for fuel, oil or insurance for the hire car.

And **we** won't pay for a hire car if **yours** is just in for a routine service, or to have repair work done that wouldn't stop **you** from being able to drive it.

You'll also have to meet the terms and conditions of the hire car company.

Important info specific to your Breakdown Cover section

If you break down

Contact **us** as soon as **you** can if **you** break down.

Wait with **your vehicle** or somewhere safe nearby, unless **we** ask **you** to do something else.

We'll only pay for repair or recovery costs that you've agreed with us up front, so don't pay for anything till you've spoken to us.

Keep all receipts and invoices, too. You'll need to send them to us, along with our claim form, to settle a claim.

If it takes **specialist equipment to** recover **your vehicle**, like cranes, winches or skates, **we**'ll pay for the cost of using that, unless it's needed after an accident that could be covered by a motor insurance claim.

And if any of the emergency services come out to **your breakdown**, **we** won't be able to do anything with **your vehicle** until they say **we** can.

If we do take your vehicle away, make sure you take out any valuables.

If your vehicle's stolen

The first thing **you** should do is call the police. Give **us** a call after that, and **we**'ll do everything **we** can to help.

Problems with keys

If your vehicle keys are lost, broken or stolen, we'll pay for someone to come out to your vehicle and try to get into it.

We won't pay for repairing, replacing, or re-programming **keys**. Or for any damage caused to **your vehicle** by attempts to get into it.

What about animals?

If **you** break down and there are animals with **you**, **we**'ll have to decide whether or not **we** can arrange transportation for them based on the circumstances at the time.

If **we** decide that **we** can, **we** can't be held liable for anything that happens to them.

We won't transport horses or livestock.

Once the repairs are done

It's up to **you** to collect **your vehicle** once it's been repaired.

Times we can't help, or will need to charge extra

There are some situations where **we**'ll be able to help **you** at the roadside, but not with recovery or transportation unless **you** pay an extra charge and **we**'ve got a special licence:

 If your vehicle's just been bought at auction.

There are others where **we**'ll only be able to help **you** if **you** pay extra for the cost of the service:

 If you haven't fixed a fault that's led to you calling us out already within the last 28 days.

And there are some circumstances where **we** won't be able to help **you** at all:

- If your vehicle breaks down in a place we can't get to.
- If your vehicle's going to be dangerous or illegal to load or transport.
- If your vehicle fails to meet any legal requirements and driving laws that apply – for example, it may need to be taxed and have a valid MOT certificate.
 We can check these details when you ask us for help.

- If the vehicle is ever used to carry things or people for money (unless specifically agreed by us when you first took out the cover). For example, as a courier service or taxi.
- If the vehicle's involved in motor racing, off-road driving, rallies, track days, duration or speed tests.
- If you or anyone in your group is threatening or abusive.

Reducing your cover

The only time **you** can reduce **your** cover is when **you** renew **your policy**, or in the 14-day 'cooling off period' that **you** get every time **you** buy or renew.

Cancellation

You can cancel this section of **your policy** at any time by contacting iGO4 Limited either over the phone or in writing.

- If you cancel this section before cover is due to start, we will return any premium you have paid in full.
- If you cancel this section within 14 days
 of it starting or within 14 days of receiving
 your documents (whichever occurs
 later), we will return any premium paid
 less a charge for the number of days
 for which cover has been given.
- If you cancel after those 14 days have passed, we will return any premium less a charge for the number of days for which cover has been given and an administration fee to amend your policy as shown in your schedule.

Exceptions which apply to Section I - Breakdown Cover

See also the general exceptions which apply to the whole **policy**.

Any claim arising from or relating to:

- Costs we haven't agreed to pay.
- Costs or storage charges if you decide to have your vehicle taken to a repairer after it breaks down.
- The cost of supplying a spare wheel and tyre, if you can't give us one that will do.
- Labour charges at any garage your vehicle is taken to.
- Oil, materials or parts' costs.
- Costs or losses related to misfuelling.
- Any contents of your vehicle that are lost or damaged, unless they're lost or damaged while we're looking after them. (You need to take any valuables with you.)
- Costs or losses that aren't immediately to do with getting your vehicle back on the road. For instance, you can't claim for lost earnings if your breakdown means you're late for work.
- Costs to do with accidents that would usually be covered by vehicle insurance, either belonging to you or somebody else.
- Charges where any of the emergency services have insisted on your vehicle being recovered straight away.

If we do anything for you that isn't covered by your policy, we can charge you for that. If we do, you'll need to pay us within a month of us asking.

If **you** use a repair garage for anything, they'll be **your** agent, acting on **your** behalf. **We**'re not responsible for anything they do, or any problems they cause.

We can't give any kind of warranty for the work done by a repairer in a garage, or any kind of promise that they'll fix your vehicle quickly. You'll have to tell them what you'd like them to do, and pay for any repairs.

Section Ji Courtesy Car

This section only applies if it is shown on your schedule.

If you make a claim under section B or section C of your policy and your car is repaired by an approved repairer, they will give you a courtesy car whilst your car is being repaired. The courtesy car is intended to keep you mobile whilst the repairs are carried out and will be a small hatchback car with an engine size of up to 1000cc.

Your policy will cover you to drive a courtesy car which an approved repairer has provided to you under section B or section C. This cover will apply to everyone named on your certificate of motor insurance and is restricted to the limits on use and exclusions shown on the certificate of motor insurance. The courtesy car supplied to you can only be used in the United Kingdom.

The cover provided for a **courtesy car** is subject to the terms described in **your policy** and **schedule**. Please note this section does not apply if **you** have Guaranteed Hire Car Plus included in **your policy**.

Section Jii Guaranteed Hire Car Plus (optional extra)

This section only applies if it is shown on your motor insurance schedule.

Definitions that apply to Guaranteed Hire Car Plus

The following definitions apply to this section and are in addition to those shown on pages 6 and 7 of the policy.

Hire car – a similar physical size car or van to your car, if such size is available, that is supplied to you by the hire car company on a temporary basis. This car should keep you mobile but may not be the same as your car in terms of its size, type, value or status.

Similar physical size – a hire car up to a Class F for vehicles with 5 seats or up to a Mini MPV for vehicles with 7 or more seats, as defined by the hire car company.

Hire car company – the company that **we** instruct to give **you** the **hire car**.

Hire period – the period **we** will pay for the **hire car**, up to 21 days in a row, for any one incident.

What is covered

If your car is damaged as a result of an accident, fire or theft, or if it is stolen and not recovered, we will arrange for the hire car company to provide you with a hire car, as long as the loss takes place in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands and we are dealing with your claim under sections B or C of your policy.

You may be charged a refundable deposit, when you take delivery of the hire car. The deposit will be refunded on return of the hire car to the hire car company, subject to the hire car company's terms and conditions. The hire car should keep you mobile. Although we will always try to provide you with a hire car that is a similar physical size to your car, it is subject to availability. Therefore, your hire car may not be the same as your car in terms of its size, type, value or status.

The most we will pay

If we are unable to provide you with a hire car because:

- you suffer an injury during the accident which prevents you from driving, or
- your car has been professionally adapted or converted to carry a disabled driver or passenger and a suitable hire car is not available, or
- there are no hire cars available and no alternative cars are available for hire.

we will reimburse **your** travel costs (up to £50 a day and up to a maximum of £500 over the 21 days following **your** claim).

What is not covered

We will not provide you with a hire car if you are only claiming for windscreen or glass damage.

We will not pay for your hire car for longer than the shortest of the following periods:

- the hire period;
- more than three days after payment has been issued to settle your claim; or
- if more than one payment is to be made to settle your claim, up to three days after the first payment has been made.

Conditions that apply to this section

- You may only use the hire car whilst your car remains off the road or whilst your car is with an approved repairer as a result of an accident, fire or theft covered by this Section Jii.
- 2 When you are driving the hire car whilst the hire car is made available to vou under this section, it is insured under your policy. This means that any claim for injury, loss or damage that takes place will be made under your policy, as long as the driver, or the person last in charge of your car, is permitted to drive under **your policy** in accordance with your certificate of motor insurance. Any payments we have to make under your policy for loss or damage to the **hire car** will be made to the hire car company. You will also have to pay any excess that applies as if the claim was made for vour car.

- 3 You may only use the hire car in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands, unless the hire car company gives you permission and appropriate insurance cover.
- **4** All requests for the reimbursement of travel costs will need to be substantiated with documentary evidence; otherwise **we** may not be able to reimburse **you**.
- 5 The terms and conditions of the hire car company apply as well as ours.
 You will be given a copy of the hire car company's terms and conditions when you receive the hire car. If there is any difference between our terms and conditions and the terms and conditions of the hire car company, our terms and conditions will apply.
- 6 You can cancel this section of your policy at any time by contacting iGO4 Limited either over the phone or in writing.
 - If you cancel this section before cover is due to start, we will return any premium you have paid in full.
 - If you cancel this section within 14 days of it starting or within 14 days of receiving your documents (whichever occurs later), we will return any premium paid less a charge for the number of days for which cover has been given.
 - If you cancel after those 14 days have passed, we will return any premium less a charge for the number of days for which cover has been given and an administration fee to amend your policy as shown in your schedule.

General exceptions which apply to sections A to J

You are not covered for any of the following.

1 Who uses your car

We will not cover any injury, loss, damage or liability which takes place while **your car** (or **your vehicle** for Section I) is being:

- driven by any person not described as entitled to drive by the certificate of motor insurance or schedule;
- used for any purpose not allowed by the certificate of motor insurance or schedule:
- driven by someone who does not have a valid driving licence or is disqualified from holding or obtaining such a licence or is breaking the conditions of their driving licence.

This exception does not apply if **your** car (or **your vehicle** for Section I) is:

- with a member of the motor trade for maintenance or repair;
- stolen or taken away without your permission; or
- being parked by an employee of a hotel, restaurant or car-parking service.

2 Contracts

We will not cover any legal liability that arises as a result of **you** entering into any agreement or contract, unless **you** would have been liable even without such an agreement or contract.

3 Radioactivity

We will not cover any loss or damage to property or any direct or indirect loss, expense or liability caused or contributed to by:

- ionising radiation or radioactive contamination from any nuclear fuel or waste; or
- the radioactive, toxic, explosive or other dangerous properties of nuclear equipment or its nuclear parts.

4 War

We will not cover any injury, loss, damage or liability caused by war, invasion, revolution or a similar event except as is strictly required under the Road Traffic Act.

5 Riot

We will not cover any loss or damage caused by riot or civil commotion outside Great Britain, the Isle of Man or the Channel Islands. This exception does not apply to section A of this **policy**.

6 Use on airfields

We will not cover any injury, loss, damage or liability caused by using **your car** (or **your vehicle** for Section I) in any area where aircraft are normally found to be landing, taking off, moving or parked.

7 Pollution

We will not cover any injury, loss, damage or liability caused by pollution or contamination, unless the pollution or contamination is caused by a sudden, identifiable, unexpected and accidental incident which happens during the period of insurance.

8 Recovery of seized cars

We will not cover securing the release of a motor car, other than your car (or your vehicle for Section I), which has been seized by, or on behalf of, any government or public authority.

9 Use on Nürburgring Nordschleife

We will not cover any injury, loss, damage or liability whilst **your car** (or **your vehicle** for Section I) is being used or driven on the Nürburgring Nordschleife.

General conditions which apply to sections A to J

1 Providing accurate information

We will only provide the cover set out in this **policy** if **you** keep to all the **terms** and conditions of the **policy**.

It is important to ensure that all information given to **us**, including relating to all drivers under the **policy**, is correct to the best of **your** knowledge. Failure to provide correct information or inform **us** of any changes could adversely affect **your policy**, including invalidating **your policy** or claims being rejected or not fully paid. The **policy** will include Guaranteed Hire Car Plus/Rescue/Recovery Plus and/or Motor Legal Protection if **you** have purchased this.

2 Notification of accidents and losses

You must tell us as soon as reasonably possible about any incident which may lead to a claim under this policy. If you receive any notice of prosecution, inquest or fatal accident inquiry or you are sent a writ, summons, claim or letter, you must send it to us, unanswered, as soon as possible.

This condition does not apply to section H.

3 Claims procedure – Our rights and your obligations

- You must not admit liability for or negotiate to settle any claim without our written permission.
- b We are entitled to:
- take over and carry out the negotiation, defence or settlement of any claim in your name, or in the name of any other person covered by this policy;

- take proceedings in your name, or in the name of any other person covered by, and in connection with, this policy for your, or our own benefit.
- c **You** must give **us** any information and help **we** need.

This condition does not apply to section H.

4 Administration Fee

If **you** make any temporary or permanent changes to **your policy** during the year, this may result in an additional premium and any charges as set out in **your schedule**.

An administration fee may apply even though an amendment results in a return of premium to **you**. Please refer to **your schedule** for details of the administration fee.

There is no administration fee to amend **your policy** online.

5a Cancellation by us

We have the right to cancel **your policy** at any time by giving **you** at least 7 days' notice in writing where there is a valid reason for doing so.

We will send **our** cancellation letter to the latest email address and/or the last postal address **we** have for **you**. Valid reasons may include but are not limited to:

where you are required in accordance with the terms of this policy, to co-operate with us, or send us information or documentation and you fail to do so in a way that substantially affects our ability to process your claim, or deal with your policy;

- where there are changes to your circumstances which mean you no longer meet our criteria for providing motor insurance and/or breakdown cover;
- where you have used threatening or abusive behaviour or language or you have intimidated or bullied our staff or suppliers;
- where we reasonably suspect fraud.

Regardless of whether **you** have made a claim or if one has been made against **you**, if **we** cancel **your** policy **we** will return the premium paid, less a charge for the number of days for which cover has been given.

If you are a resident of Northern Ireland, you must return the certificate of motor insurance to us. If we cancel due to the non-payment of premium please see condition 5b. 'Cancellation by us due to failure by you to pay instalments'.

5b Cancellation by us due to failure by you to pay instalments

If you have chosen to pay your premium for your policy by instalments through a finance agreement with Close Brothers, we reserve the right to cancel your policy by giving you 7 days' notice in writing if you default on the payment of any instalment due to Close Brothers under the finance agreement and the finance agreement is cancelled as a result.

If your policy is cancelled in these circumstances, you will be required to pay to us any outstanding premium and any applicable charges as set out in your policy schedule. If you have made a claim, or one has been made against you, the premium for the remainder of

the **period of insurance** will also become payable. In addition, whether **you** have made a claim or not, **you** will be required to pay to us an amount equal to any amount we are required to repay to Close Brothers under the commercial arrangements we have in place in the event that **you** default on your payments. This amount will be calculated by reference to, and cannot exceed, the total interest that would have been payable over the lifetime of your finance agreement with Close Brothers. You will also have to pay applicable charges as set out in **your** finance agreement you agreed with Close Brothers

5c Cancellation by you

You can cancel this **policy** at any time by contacting iGO4 Limited either over the phone on **0345 246 2083** or in writing.

Cancelling the direct debit instruction does not mean **you** have cancelled the **policy**.

- If you cancel before your policy is due to start, we will return any premium you have paid in full.
- If you cancel within 14 days of the policy starting or within 14 days of receiving your documents (whichever occurs later) we will return any premium paid less:
 - a charge for the number of days for which cover has been given; and
 - an administration fee as shown in your schedule.
- If you cancel after those 14 days have passed, we will return any premium paid less:

- a charge for the number of days for which cover has been given; and
- an administration fee as shown in your schedule.

We will not refund any premium if you have made a claim or if one has been made against you during the period of insurance (whether you pay annually or by monthly instalments under a finance agreement with Close Brothers).

If **you** pay annually, the balance of the year's premium and an administration fee as shown in **your schedule** may become payable.

If you **pay** by instalments under a finance agreement with **Close Brothers you** must pay to **us**:

- all instalment payments that have already fallen due under the Close Brothers finance agreement and remain unpaid;
- (2) the total remaining balance under the **Close Brothers** finance agreement; and
- (3) the administration fee as shown in **your schedule**.

If we agree to pay your claim and you have not paid the amounts due to us under (1), (2) and (3) above, we may reduce the amount that we pay in settlement of your claim by the amount that you owe us.

Alternatively, we may write to you asking you for the full payment.

If you are a resident of Northern Ireland you must return the certificate of motor insurance to us

5d Cancellation on renewal

- If you cancel before the new period of insurance (renewal) is due to start, we will return any renewal premium paid in full.
- If the new period of insurance (renewal) has started and you cancel within 14 days of the policy starting or within 14 days of receiving your documents (whichever occurs later)
 we will return any premium paid less:
 - a charge for the number of days for which cover has been given; and
 - an administration fee as shown in your schedule.
- If you cancel after those 14 days have passed, we will return any premium paid less:
 - a charge for the number of days for which cover has been given; and
 - an administration fee as shown in your schedule.

We will not refund any premium if you have made a claim or if one has been made against you during the period of insurance (whether you pay annually or by monthly instalments under a finance agreement with Close Brothers).

If **you** pay annually, the balance of the year's premium and an administration fee as shown in **your schedule** will become payable.

If you **pay** by instalments under a finance agreement with **Close Brothers you** must pay to **us**:

- (1) all instalment payments that have already fallen due under the Close Brothers finance agreement and remain unpaid;
- (2) the total remaining balance under the Close Brothers finance agreement; and
- (3) the administration fee as shown in **your schedule**.

If we agree to pay your claim and you have not paid the amounts due to us under (1), (2) and (3) above, we may reduce the amount that we pay in settlement of your claim by the amount that you owe us. Alternatively, we may write to you asking you for the full payment.

If you are a resident of Northern Ireland you must return the certificate of motor insurance to us.

6 Taking care of your car (or your vehicle for Section I)

You and any person who is covered by this **policy** must:

- make sure your car (or your vehicle for Section I) is roadworthy;
- take all reasonable steps to protect your car and its contents from loss or damage;
- make sure any security device fitted to your car by the manufacturer is operational when your car is left unattended;

- make sure you keep property left in an open or convertible car in a locked boot or locked glove compartment; and
- allow us to examine your car (or your vehicle for Section I) at any reasonable time if we ask you.

7 Car sharing

Your policy covers **you** for carrying passengers for social or similar purposes in return for payment. But it does not cover **you** if:

- your car (or your vehicle for Section I)
 is made or adapted to carry more than
 eight passengers (excluding the driver);
- you are carrying the passengers as customers of a passenger-carrying business; or
- you are making a profit from the passengers' payments.

If **you** are not sure whether a car-sharing arrangement is covered by the **terms** of this **policy**, please contact iGO4 Limited.

8 Modifications to your car

You must tell us what modifications you intend to make and obtain our agreement prior to making them.

Modifications are changes to your car's (or your vehicle's for Section I) standard specification, including optional extras. These include, but are not restricted to, changes to the appearance and/or the performance of your car (or your vehicle for Section I) (including wheels, suspension, bodywork and engine).

Failure to provide correct information or inform **us** of any changes could adversely affect **your policy**, including invalidating **your policy** or claims being rejected or not fully paid.

9 Fraud

You must be honest in **your** dealings with **us** at all times.

We will not pay a claim that is in any way fraudulent, false or exaggerated.

If you, any person insured under this policy or anyone acting on your behalf attempts to deceive us or knowingly makes a fraudulent, false or exaggerated claim:

- your policy may be cancelled
- we may reject your claim and any subsequent claims
- we may keep any premium you have paid and you will need to pay any applicable charges as set out in your policy schedule.

What happens if we discover fraud

We have the right to cancel any other products **you** hold with **us** and share information about **your** behaviour with other organisations to prevent further fraud.

We may also involve the relevant authorities who are empowered to bring criminal proceedings. If a fraudulent, false or exaggerated claim has been made under any other **policy you** hold with **us**, **we** may cancel this **policy**.

10 Other insurance

If **you** have other insurance which covers the same loss, damage or liability, **we** will not pay more than **our** share of **your** claim. This does not apply to personal accident benefit (see section E).

11 If you miss a payment

Please refer to the iGO4 Arrangement Agreement and **your** Finance Agreement for details.

12 If you owe us an additional premium

We may refuse your claim. If we agree to allow your claim, we may deduct any additional premium and any applicable charges as set out in your policy schedule from any claim payment we make to you or we may proportionately reduce any payment we make to you.

13 People involved in this contract

This contract is between **you** and **us**. Nobody else has any rights they can enforce under this contract except those they have under the **Road Traffic Act**.

14 Automatic renewal

Please refer to iGO4 Arrangement Agreement for details.

15 Vehicle registration

To be covered by this **policy your car** (or **your vehicle** for Section I) must be registered in, or be in the process of being registered in, the UK, the Channel Islands or the Isle of Man.

Important information about your policy

How to make a claim

Here are some important numbers you'll need if you have an accident:

- Claims helpline: 0345 246 2089
- 24-hour accident recovery: 0800 051 9958
- Customer services: 0345 246 2083

Store these numbers in your phone so you have them available if needed. **Even if**you don't make a claim on your vehicle, it's important to let us know about the accident as quickly as possible. This will enable us to contact the other party and resolve the entire claim, giving you the best service and keep the costs down.

We're here to support you when accidents happen, so we've put together some useful steps for you to follow to help make the process smoother.

What to do when you've had an accident:

- Safety comes first. Stop at the scene of the accident and if there are any injuries or if any driver involved hasn't stopped, call the police and emergency services.
- **2 Take photos** of the accident if it's safe to do so, including any vehicles involved. Remember that dash cam footage could be useful too.
- 3 Other driver/vehicle details Ask the other party for their contact details. Take down their vehicle registration, name, address and telephone number and give the third party yours. Don't accept blame for the accident.

- 4 Witnesses If any passers by have stopped, you can ask for their contact details. These may be needed later for a statement if blame is being disputed.
- 5 Call us. Giving us a call as soon as possible means you'll have the details fresh in your mind and means we can help you and the third party sooner, get you back on the road as quickly as possible.

How to make a complaint

Darwin Car Insurance is arranged and administered by iGO4 Limited, who are responsible for resolving all complaints related to the service they provide. If you need to complain, please call **0345 246 2083**.

If your complaint relates to U K Insurance Limited and our services (including claims handling), then please call **0345 246 2089**.

You can also email **complaints@igo4.com** or write to:
Complaints Manager
iGO4 House
Staniland Way
Peterborough

PE4 6JT

iGO4 Limited and U K Insurance Limited will endeavour to resolve your complaint within 3 business days of receipt.

If your complaint does not relate to any regulated insurance activity for U K Insurance Limited or iGO4 Limited, you will be notified in writing within 3 business days and, where possible, provide you with details to whom the complaint should be redirected.

If the complaint is not resolved to your satisfaction, you can take the matter to the Financial Ombudsman Service (FOS). It is an independent organisation that operates according to the rules made by the Financial Conduct Authority.

Their address is: The Financial Ombudsman Service, Exchange Tower, London E14 9SR. Phone: **0800 023 4567** or **0300 123 9123**. You can visit the FOS website at

www.fos.org.uk

The FOS will contact us for you. The FOS will tell you its decision direct. Being referred to the FOS will not affect your legal rights.

If your complaint relates to Section H – Motor Legal Protection, you can refer your complaint to arbitration instead (where an independent person, known as an arbitrator, makes a decision to settle the dispute). The arbitrator will be a solicitor or barrister or other suitably qualified person that you and we agree on. If you and we cannot agree then we will ask the Chartered Institute of Arbitrators to decide. The arbitrator's decision will be final and whoever does not win will have to pay all costs and expenses.

Details about our regulator

Darwin Car Insurance is arranged and administered by iGO4 Limited who are authorised and regulated by the Financial Conduct Authority (FCA) under registration number 536726. Registered office: iGO4 House, Staniland Way, Peterborough PE4 6JT. U K Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential

Regulation Authority under registration number 202810. The Financial Conduct Authority website, which includes a register of all regulated firms, can be visited at www.fca.org.uk.

The Financial Services Compensation Scheme

General insurance claims are covered by the Financial Services Compensation Scheme. Full details of the cover available can be found at www.fscs.org.uk. U K Insurance Limited and iGO4 Limited are members of this scheme.

Motor Insurance Database

Information relating to your policy will be added to the Motor Insurance Database (MID) managed by the Motor Insurers' Bureau (MIB). The MID and the data stored on it may be used by certain statutory and/or authorised bodies including the police, the DVLA, the DVANI, the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including:

- Electronic Licensing (Tax Discs);
- Continuous Insurance Enforcement;
- law enforcement (prevention, detection, apprehension and/or prosecution of offenders); and
- the provision of government services and/or other services aimed at reducing the level and incidence of uninsured driving. If you are involved in a road traffic accident (either in the UK, the EEA or certain other territories), insurers and/or the MIB may search the MID to obtain relevant information.

Persons (including his or her appointed representatives) pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID. It is vital that the MID holds your correct registration number. It is our responsibility to update your policy to the MID. We fully comply with the agreements in place with the MIB to update your details within seven days; however it is important that you check your policy documents ensuring that the registration number is recorded correctly.

If it is incorrectly shown on the MID you are at risk of having your car seized by the police. You can check that your correct registration number is shown on the MID at www.askMID.com.

If the registration number is not shown correctly on your policy documents, or you cannot find your car on the MID, please contact us immediately.

Useful contacts

Car insurance customer service 0345 246 2083 24 hour accident recovery hotline 0800 051 9958 24 hour glass hotline 0800 328 9150 Car insurance claims line 0345 246 2089 Breakdown cover (UK) 0800 400 600 Online quotes darwin-insurance.com

If you would like a Braille, large print or audio version of your documents, please let us know.

