

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 only provides cover when your car is used for Social Domestic and Pleasure (SD&P) by any named driver, including driving to and from a permanent place of work.

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 90 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.

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);
- 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.

Making a change to your policy?

Call 0345 246 2083

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 car 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 car registration number and the make and model of the car; 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.

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 4 to 22 and 26 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.

Under European law, you and we may choose which law will apply to this contract. English law will apply unless you and we agree otherwise.

We have supplied this agreement and other information to you in English and we will 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**. **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.

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 cost-effective 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**;
- 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 torcheson 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.

If **your car** keys are stolen **we** will pay the cost of replacing the:

- affected locks,
- lock transmitter and central locking interface,
- affected parts of the alarm and/or immobiliser,

if it can be established to **our** reasonable satisfaction that the identity or garaging address of **your car** is known to any person who is in possession of **your** keys.

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 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;
- 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.

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**.

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, games-console 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

When **our approved repairers** carry out the repairs, **you** do not need an estimate. Repairs carried out by **our approved repairers** are guaranteed for five years unless **you** sell **your car**.

Where **we** have agreed with **you** for reasonable and necessary repairs to be carried out at a repairer of **your** choice, **you** must give **us** full details of the incident and **we** must approve the detailed repair estimate before the work begins. Unless repairs are carried out by **our approved repairers** they are NOT guaranteed by **us** even though **we** may pay for those repairs directly.

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, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, 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**;
- c) a dispute with **us** about this section of the **policy** other than as shown under 'How to complain' on page 44;
- 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 39 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 the **solicitor** 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**.
- h) **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**.
- c) **We** and **you** will share any **costs** that are recovered where:
- i) **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 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 li	Recovery Plus Section lii
Roadside help	✓	✓
Recovery to nearest suitable garage	✓	✓
No call out charges	✓	✓
Cover as soon as you are ¼ mile from home	✓	✓
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 5 and 6 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 **yourself**.)

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 II 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 **yours**.
- 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 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 5 and 6 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

- 1** **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 **you** 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 **your 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 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

a **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.

This condition does not apply to section H.

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** 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**.

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 **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

To notify us of a claim please telephone **0345 246 2089**.

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.

European Online Dispute Resolution Platform

If you, an individual, purchased your policy online mainly for your own private use there is now an Online Dispute Resolution (ODR) platform created by the EU Commission, which can help with resolving disputes. You can enter any complaint, other than for trade, about your policy onto the ODR. This will forward your complaint to the correct Alternative Dispute Resolution scheme. For insurance complaints in the UK this is the Financial Ombudsman Service. Their contact details are above, if you prefer to contact them directly. For more information about ODR please visit **<http://ec.europa.eu/odr>**

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.**

Darwin[®]