

Darwin[®]

Your car insurance policy booklet

Got breakdown cover?

You can find everything you need to know about
your Green Flag breakdown cover inside as well



Welcome to Darwin

About the policy

This policy booklet gives full details of your cover. Your policy is made up of:

- › this policy booklet
- › the Motor Proposal Confirmation;
- › the Certificate of Motor Insurance; and
- › the Schedule.

Please read all these documents carefully and keep them in a safe place.

Words in bold type

Some of the words and phrases used in this policy booklet have a specific meaning. We have highlighted these words using bold type. You can find the exact meanings of these words in the Policy definitions on page 6 or at the start of each section

Contents

FAQs	3	Section H Motor Legal Protection	21
Your policy wording	6	Section I Breakdown Cover	26
Policy definitions	6	Section Ii Rescue	29
What your cover includes	8	Section Iii Recovery Plus (optional extra)	30
Section A Liability	11	Important info about your Breakdown Cover	32
Section B Damage to your car	13	Section Ji Courtesy Car	34
Section C Fire and theft	14	Section Jii Guaranteed Hire Car Plus (optional extra)	34
Section D Windscreen damage	16	Section K Protected No Claims Discount (optional extra)	36
Exceptions for sections B, C and D	16	General exceptions for Sections A to K	36
Conditions for sections B, C and D	17	General conditions for Sections A to K	38
Section E Personal accident	18	How to make a claim	44
Section F Other benefits	19	Important information about your policy	46
Section G Territorial limits and foreign use	20		

Visit our website:
darwin-insurance.com

**Or, grab your phone and point
it at this handy QR code:**



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.

Your vehicle's UK market value 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 Motor 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 refer to Section G (2. Using your car abroad) for a full list of countries. 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 Claims Discount work?

No Claims 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 years or more	3 years	1 year	Nil

Protected No Claims Discount If you are eligible, this will be subject to payment of an additional premium.

Sending us proof of your No Claims Discount

If you tell us that you have built up a No Claims Discount from a previous insurer but don't send us satisfactory proof when we ask you for it, you'll no longer be entitled to a discount on your premium. If your premium increases as a result and you don't want to pay the extra amount, you can cancel your policy. If you don't arrange to pay the extra amount and you don't cancel, we'll either cancel your policy or increase your Direct Debit/continuous payment authority, after giving you notice.

What changes do I need to tell you about?

You must ensure that all information given to us, including those of all drivers under your policy, is correct and complete to the best of your knowledge. If you don't provide correct and complete information or inform us of any changes, this could invalidate your policy or mean we don't pay claims in full or at all. More details can be found in '1. Providing accurate information' section of the General Conditions.

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 Conditions 4 for full details.

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 Claims 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 Claims Discount temporarily. However, once we confirm that the accident was the fault of the uninsured driver, we will repay your excess, restore your No Claims Discount and make any necessary premium adjustment.

This promise is for comprehensive policy holders only.

Making a change to your policy?
Call **0173 330 0017**

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 (see Section A).

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.

Search our help centre:
darwin-insurance.com/faq

Or, grab your
phone and point
it at this handy
QR code:



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.

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.

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 car's** windscreen as shown on **your Schedule** and **Certificate of Motor Insurance**.

Automated car **Your car** where it is lawfully driving itself on roads or other public places in Great Britain. Please note **your car** must be identified on the Secretary of State's list of motor vehicles that may safely drive themselves. This identification may be by type, information recorded in a registration document or in some other way.

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 J1 following a claim under sections B and C of this **policy**.

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

In-car entertainment Products designed to provide in-car entertainment that are either permanently fitted to **your car**, or removable. But not any personal portable electronic or entertainment equipment that isn't specifically designed to be used in **your car** (this may be covered under the Personal Belongings section of **your cover**).

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.

Main Driver The person **you** declared was the main user of **your car** and who's shown as the main driver on **your Motor Proposal Confirmation**.

Market value the cost of replacing **your car** with another of the same make and model and of a similar age, mileage 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**

NCD Owner The person who has earned the No Claims Discount (NCD) that is in use on this **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**.

Removable electronic equipment Electronic equipment that is designed to be fitted to, and used in, **your car**, which can be removed when not in use. **We** do not cover speed assessment detection devices or any personal portable electronic or entertainment equipment (this may be covered under the Personal Belongings section of **your cover**).

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.

What your cover includes

We will provide cover up to the amounts shown below, depending on the type of claim and the level of cover. Please reference each section for further details and any restrictions. If the section of the **policy you** are looking to claim under includes an **excess**, we will pay **you** up to the amount shown in the table after **your excess** has been deducted.

You can find **your excesses** in **your Schedule**. Each driver may have different **excesses**.

	Darwin	Darwin Gold	Darwin Platinum
Section A Liability			
Liability to Other People (Third Party)	Unlimited		
Property Damage	£20,000,000 per accident (includes all costs and expenses)		
Liability for Automated Cars	Cover only applicable if your car has been identified on the Secretary of State's list of motor vehicles that may safely drive themselves.		
Section B Damage to your car			
Accidental damage to your car	Market Value at time of loss		
Child Car Seat	Unlimited		
In-car entertainment fitted in your car <i>when</i> it was made	Unlimited		
In-car entertainment fitted in your car <i>after</i> it was made	£1,000		
Removable electronic equipment	£1,000		
Section C Fire and theft			
Fire damage to your car	Market Value at time of loss		
Theft or attempted theft of your car	Market Value at time of loss		
Child Car Seat	Unlimited		
In-car entertainment fitted in your car <i>when</i> it was made	Unlimited		
In-car entertainment fitted in your car <i>after</i> it was made	£1,000		
Removable electronic equipment	£1,000		
Theft of car keys	£1,000		
Loss of car keys	£1,000		
Section D Windscreen damage			
If you use an approved windscreen supplier	Market Value at time of loss		
If you do not use an approved windscreen supplier for repair	£40		
If you do not use an approved windscreen supplier for replacement	£125		

	Darwin	Darwin Gold	Darwin Platinum
Section E Personal accident			
Death	£5,000		
Total irrecoverable loss of sight in one or both eyes	£5,000		
Loss of any limb	£5,000		
Section F Other Benefits			
Medical expenses	£100		
Personal belongings	£250	£500	£750
Hotel expenses	£150 for the driver or £250 in total for all the people in the car		
New car replacement	Market Value at time of loss		
Uninsured Driver Promise	Included		
Section G Territorial Limits and Foreign Use			
Using your car in any country which is a member of the European Union	Minimum cover needed by law		
Using your car in any country which the Commission of the European Community approves	Minimum cover needed by law		
Extended policy cover	Maximum 90 days in every 12 months		
Section H Motor Legal Protection			
Motor Legal Cover	Check your Schedule to see if this cover has been added	Included	
Overall limit for all claims (including appeals or counterclaims) to do with the same incident	£100,000 If this cover has been added	£100,000	
Road Traffic accident	£100,000 If this cover has been added	£100,000	
Motor Legal Helpline	No Cover	Included	

	Darwin	Darwin Gold	Darwin Platinum
Section Ii Rescue			
Roadside help	Check your Schedule to see if this cover has been added		Included if your vehicle breaks down 1/4 miles or more from your home
Local recovery	Check your Schedule to see if this cover has been added		Included
Next-day collection	Check your Schedule to see if this cover has been added		Included
Pass-a-message	Check your Schedule to see if this cover has been added		Included
Section Iii Recovery Plus			
Home breakdown	Check your Schedule to see if this cover has been added		
Emergency driver	Included if this cover has been added		
Misfuelling	Included if this cover has been added		
Temporary hire car	Up to a hire value of £100 if this cover has been added		
Total travel cost for your group	Up to £100 if this cover has been added		
Hotel costs	Up to £150 per person or £500 per breakdown if this cover has been added		
Section Ji Courtesy Car			
Courtesy car while your car is being repaired by an approved repairer (subject to availability)	Included if Guaranteed Hire Car Plus has not been added		
Amount of time you can have the car	Duration of repair		
Section Jii Guaranteed Hire Car Plus			
Guaranteed Hire Car Plus	Check your Schedule to see if this cover has been added		
Amount of time you can have the car for	Up to 21 consecutive days per claim		
Travel Costs	Up to £50 per day and £500 in total per claim		
Section K Protected No Claims Discount			
Protected No Claims Discount	Check your Schedule to see if this cover has been added		
Maximum number of claims allowed	1 claim in each period of insurance		

Section A Liability

Liability to Other People (Third Party)

1a 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.

1b 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**;

- › 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.

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 Claims 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.

Exceptions to section A: Liability to Other People (Third Party)

What is not covered

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 the limit shown on **your Schedule** 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**.

Liability for Automated Cars in Great Britain

We'll provide cover for accidents caused by **your automated car** when it is lawfully driving itself on a road or other public place in Great Britain.

The cover in this sub-section will only apply to **your car** if it has been identified on the Secretary of State's list of motor vehicles that may safely drive themselves.

If **your car** isn't identified on the list, the cover in this section won't apply to **your policy**.

Definitions

When **we** use these words or terms in this sub-section they have these specific meanings (unless **we** say differently).

Insured person The policyholder and anyone else insured by this policy to drive **your automated car** with **your permission**.

Where am I covered?

We'll only provide the cover in this sub-section in Great Britain, which is:

- › England.
- › Scotland.
- › Wales.

This is because this sub-section has been written to comply with the laws of Great Britain.

If **your automated car** is involved in an accident when it is lawfully driving itself outside Great Britain (including when it is lawfully driving itself in Northern Ireland, the Channel Islands or the Isle of Man), the rest of **your policy** will apply.

What we'll do

We'll provide cover:

If your car causes an accident

We'll provide cover for an accident caused by **your automated car** when it's lawfully driving itself on a road or other public place in Great Britain and:

- › injures or kills any person (including the person in charge of **your automated car**) and/or
- › damages property.

As long as you look after your car's software

You must keep the software of **your automated car** up to date and **you** must not modify it other than in accordance with any manufacturer's instruction.

Exceptions to section A: Liability for Automated Cars in Great Britain

What is not covered

We won't cover any loss, damage or injury:

- ✘ That takes place outside of Great Britain.
- ✘ Caused by **your automated car** driving itself at any time when, or place where, the use of automated functions is unlawful.
- ✘ To the extent that an accident was caused or contributed to by any party suffering loss, damage or injury.
- ✘ To an **insured person** if the accident is caused by a failure to install safety critical updates to **your automated car** or its software has been altered without the approval of the manufacturer. **We** may also require an **insured person** to repay **us** any amounts that **we** are required by law to pay.
- ✘ To the person in charge of **your automated car** where the accident was wholly due to that person's negligence in allowing **your automated car** to begin driving itself when it was not appropriate to do so.
- ✘ To property which an **insured person** owns or is responsible for.
- ✘ That's covered by another insurance policy.
- ✘ That's due to an act of terrorism as defined by the terrorism legislation applicable where the incident took place.
- ✘ To **your automated car or trailer**.
- ✘ To goods carried for hire or reward.

We won't cover legal costs or expenses.

You may be covered for some of these exclusions under other sections of your policy – please check your policy carefully. If you have any questions, please get in touch.

Section B Damage to your car

What is covered

If **your car** is accidentally 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.

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.

In-car entertainment fitted in your car when it was made If **your car** is damaged, **we'll** also replace any damaged **in-car entertainment** equipment that was permanently fitted in **your car** when it was made, as long as **we** haven't sent a payment to cover replacing **your car**.

In-car entertainment fitted in your car after it was made If **your car** is damaged, **we'll** also replace any damaged **in-car entertainment** equipment that was permanently fitted in **your car** after it was made, as long as **we** haven't sent a payment to cover replacing **your car**.

Removable electronic equipment If **your car** is damaged, **we'll** also replace any damaged **removable electronic equipment**, as long as **we** haven't sent a payment to cover replacing **your car**.

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**.
- ✘ 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 at the start of the **period of insurance**.
- ✘ Loss or damage caused by anyone who is convicted for driving while under the influence of drink or drugs at the time of the accident.



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 34 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 Territorial limits and foreign use section on page 20.
In this case, **you** will need to replace **your car keys** and send the receipts to **us**.

- › **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.
- › **In-car entertainment fitted in your car when it was made.** If **your car** is damaged, **we'll** also replace any damaged **in-car entertainment** equipment that was permanently fitted in **your car** when it was made, as long as **we** haven't sent a payment to cover replacing **your car**.
- › **In-car entertainment fitted in your car after it was made.** If **your car** is damaged, **we'll** also replace any damaged **in-car entertainment** equipment that was permanently fitted in **your car** after it was made, as long as **we** haven't sent a payment to cover replacing **your car**.
- › **Removable electronic equipment.** If **your car** is damaged, **we'll** also replace any damaged **removable electronic equipment**, as long as **we** haven't sent a payment to cover replacing **your car**.
- ✗ 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 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;
- ✗ 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.

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).

We will not pay more than the limit shown on **your Schedule** for lost or stolen **keys** (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;

Section D Windscreen damage

What is covered

We'll pay to :

- › Replace or repair accidentally broken glass in the windscreen, sunroof or windows of **your car**.
- › Repair any scratching to the bodywork caused by the broken glass, so long as there wasn't any other loss or damage resulting from the same incident.
- › Recalibrate **your car's** ADAS (Advanced Driver Assistance System) where this relates to the repair or replacement of **your car's** windscreen.
- › If **your car** has a folding roof, we'll replace the roof and rear windscreen assembly together, if this is more cost effective than replacing the glass alone.

Your car's glass will be replaced with glass that has been manufactured to Original Equipment Manufacturer (OEM) standards.

If **your** claim is only for accidental damage to **your car's** windscreen, sunroof or windows, **you** won't lose the No Claims Discount on this **policy**.

You'll need to pay an **excess** for each incident **you** claim for.

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 for 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 entertainment** (if the equipment is part of **your car** specification when first registered, **we** will provide unlimited cover);
- ✗ any amount over that shown in the **Schedule** for loss of or damage to **removable electronic equipment**;
- ✗ 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**;

- ✗ the release of any car **you** are driving or using which is taken by, or on behalf of, any government or other authority;
- ✗ 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;
- ✗ Any other losses covered under another section of this **policy** for the same incident, such as dents to the bodywork;
- ✗ Damage caused by vandalism (this may be covered under Section B: Damage to **your car**).

Conditions for 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**.

If there is a claim for both **you** and **your partner**, these amounts are the maximum **we** will cover in total for both people.

If **we** insure **you** for personal accident under another of **our** insurance policies, U K Insurance Limited will only pay out on one of **your** policies.

We will only pay out once in any **period of insurance**.

The most we will pay

The most **we** will pay in any **period of insurance** is one 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.

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 the limits shown on **your Schedule** towards the cost of hotel expenses for an overnight stay if this is necessary.

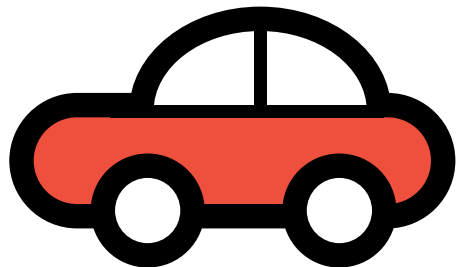
4 New car cover

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.



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.

Please note: **your** 'Liability for Automated Cars in Great Britain' cover only applies in Great Britain, which is:

- › England.
- › Scotland.
- › Wales.

Please see 'Liability for Automated Cars in Great Britain' for more details.

What is not covered

- ✗ **We** will not provide any cover unless **you** are resident in Great Britain.

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
- › 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, Montenegro, 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 **courtesy 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

This section is included with Darwin Gold and Darwin Platinum or 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;
- › 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 6 and 7 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 the limit shown on **your Schedule** (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**.

Motor Legal Helpline for Darwin Gold and Darwin Platinum customers

If you are a Darwin Gold or Darwin Platinum customer, you can ring the 24-hour legal helpline on **0370 024 0131** for confidential legal advice on any private motoring legal problem. You can call them for advice whether you intend to claim for the problem or not.

The helpline does not advise on any claim you make under your car insurance policy. It can only help with problems to do with laws that apply in the UK.

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 any **costs we** haven't agreed to or any **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 make a complaint' on page 46;
- d loss or damage that is insured under another section of this **policy** or any other insurance policy;
- e any appeal or any enforcement action 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**;
- 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 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 You must tell us if your claim no longer has **reasonable prospects of success**.
- g We can refuse to pay further costs if your claim no longer has **reasonable prospects of success**.
- h Sometimes the costs of a legal action may be too much in relation to the value of your claim, this relates to a legal test that is referred to as "proportionality". In these cases, we may not provide further cover for your claim. When looking at how much your claim will cost to take legal action versus the potential benefit to be gained in pursuing your claim, we consider things like:
 - › The difficulty of the case. Cases which are more difficult usually have greater legal costs attached to them.
 - › The potential total value of the case. This includes the amount of damages you may be able to recover from the other party.
 - › The non-financial value of the case. Sometimes your claim will have a benefit to you which is difficult to value in financial terms but is still worth pursuing. For these claims your **appointed representative** will take the benefit to you into account when calculating the total value of your claim.
 - › If it would be reasonable to spend more in pursuing a claim than the benefit you would get in doing so.

Your **appointed representative** will assess the potential value to be gained in pursuing your case and the cost to take legal action.

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 to amend **your policy** as shown in **your Schedule**.



Section I Breakdown Cover

Summary of Breakdown Cover

This section is included with Darwin Platinum or if it is shown on **your Schedule**.

It covers your vehicle, no matter who is 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 information up-to-date – or if anything you've told us is wrong – you might not be covered.

**To change your details,
call 0173 330 0017**

Broken down? Don't panic

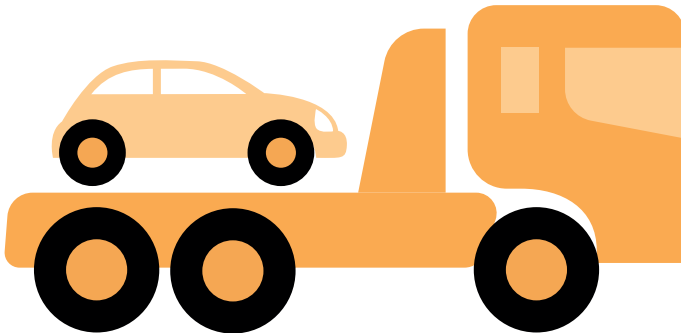
Call us on **0800 400 600** from inside the UK. If you have difficulty hearing, please text 'RESCUE' followed by your message to 61009. Texts may be chargeable. Please check with your network provider. There may be times when we receive unusually high volumes of calls from customers needing our help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

Tell us as accurately as you can about your breakdown so that we can ensure you get the right service. It may be possible for us to talk you through some simple steps to get your vehicle going again meaning you won't have to wait for a recovery vehicle.

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.

Level of cover	Rescue	Recovery Plus
Sections applicable within the Terms and Conditions	Section ii	Section iii
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 if you continue to drive after we've told you about any additional faults found at the time of the breakdown and advised you not to drive, as the vehicle might be illegal or dangerous or driving could cause further damage. If you haven't fixed an additional issue that we found and told you about, you're not covered for any breakdown that happens as a result.
- › Vehicles with 'trade plates' or vehicles that have just been imported or bought at auction aren't covered under this policy.
- › 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.
- › We will not cover any claim where the vehicle is already at a garage or other place of repair.

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, **you** need to 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 maintenance, such as proper levels of oil and water, or as a way to get out of paying for repair costs.

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**.

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, at the time of **breakdown**, 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.

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** to a single destination somewhere else, as long as it's 10 miles or less from where the **breakdown** happened, or no further away than **our** chosen repairer.

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.

What's not covered

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.
- ✗ Costs incurred where **you** didn't contact **us** when **you** broke down.
- ✗ More than 5 call outs a year excluding repeat call-outs for the same problem.

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 get any repairs carried out. If the repair that has been carried out by **us** is temporary then **you** will need to get it permanently repaired as soon as possible.

Section Iii Recovery Plus (Optional extra)

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 there is a sudden death of the driver or the driver falls ill and none of the passengers are authorised to drive, **we**ll get **you** all to one destination **you**ve chosen, anywhere in the **UK**. **We** may ask to see a medical certificate or evidence. **We** might send out a driver, to take **you** where **you**ve chosen to go.

Well 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

Well 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 single destination 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. **We** may have to take **you** on **your** journey in stages. This is because of laws that limit how long each driver can work whilst recovering **you**.

If the **breakdown** was caused by a flat or damaged tyre, **we**ll take **you** to a place of **your** choice within 10 miles of the **breakdown** 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.

What's not covered

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, it'll have a maximum engine size of 1.6l and **you'll** be able to use it for up to 48 hours while **your vehicle's** being fixed, up to a hire value limit shown on **your Schedule**.

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 shown on **your Schedule** for 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 **your vehicle** after it's been repaired.

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 **your vehicle** 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 information about your Breakdown Cover

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 you've got to do

For the cover to apply, **you've** got to make sure **your vehicle's** fit to drive when **you** take out **your policy**, and at the start of each journey. **You've** also got to make sure **your vehicle's** properly looked after, in line with the manufacturer guidelines. If the repair that's been carried out by us is temporary, then **you** will need to get it permanently repaired as soon as possible. **You** also need to take all reasonable steps to stop **your vehicle** from breaking down or being damaged or stolen.

You must also ensure it meets any legal requirements and driving laws that apply including having valid tax, insurance and a MOT. **We** can check these details when **you** take out the policy, at renewal and when **you** ask **us** for help.

What about animals?

If **you** break down and there are animals with **you**, **you** will have to arrange transportation for them or they can remain in **your vehicle** at **your** own risk.

Assistance dogs will be transported together with their owner, unless this is not possible for health or safety reasons.

If **we** decide that **we** can transport an animal, **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.

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**.

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

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

- ✗ If **you** haven't fixed a fault that **we** have already been called out for in the last 28 days, for example a non-start due to a faulty battery
- ✗ if **you** cancel a callout and then ask **us** for help again with the same problem
- ✗ if **you** have given **us** inaccurate information about **your vehicle**, for example: **you've** told **us** you have a spare and serviceable wheel when **you** don't

There are others where **we'll** only be able to help **you** if **you** pay extra for the cost for the service and **we've** got a special licence:

- ✗ if **your vehicle's** just been imported, or just been bought at auction
- ✗ if **your vehicle's** still got trade plates on it
- ✗ if **your vehicle's** being moved for commercial reasons (this includes buying a **vehicle** with the intention of selling, whether privately or through a business)

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

- ✗ If **your vehicle** breaks down in either a place **we** can't get to or off the public highway that **we** or **you** have no legal access 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 including having valid tax, insurance and a MOT or if it is currently declared SORN (Statutory Off Road Notification). **We** will check these details when **you** ask **us** for help.
- ✗ If **your 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 **your 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.

✗ 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

We're not liable for any incident if:

- ✗ **you** continue to drive **the vehicle** after **we've** told **you** about additional faults found at the time of the **breakdown**; and/or
- ✗ **we've** advised **you** not to drive **the vehicle** because:
 - (i) further damage may be caused by doing so; or
 - (ii) **the vehicle** is dangerous or illegal to drive.

If **you** have not fixed an additional issue that **we** found and told **you** about during a previous call out, **you're** not covered for any **breakdown** that happens as a result.

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** (subject to availability) 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 **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 car or van, that is supplied to **you** temporarily on **our** behalf by the **hire car company**. This car should keep **you** mobile but may not be the same as **your car** in terms of its size, type, value or that it will have automated driving features.

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 aim to 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. The type of **hire car** provided is decided by the **hire car company** and is dependent upon **your car**:

- › If **your car** has up to 5 seats - a **hire car** up to a 4/5 door standard saloon may be provided.
- › If **your car** has 6 or more seats - a **hire car** up to a Mini MPV may be provided.

We'll always try to provide **you** with a **hire car** that's a similar size to **your car**, but sometimes one may not be available. **We** can't guarantee that your **hire car** will 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 the limits shown on **your Schedule** 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 to amend **your policy** as shown in **your Schedule**.

Section K Protected No Claims Discount (optional extra)

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

What is covered

Once the **NCD owner** has a minimum of four years' worth of No Claims Discount (NCD), **you** may be able to protect it by paying an additional premium. **We'll** let **you** know when **you** are able to do this.

Protected No Claims Discount means that **you** can make up to 1 claim in each **period of insurance**, and this won't affect the NCD on this **policy**.

For more information, including a table showing what happens to the NCD on this **policy** if **you** claim, please refer to **your** Protected No Claims Discount Information Sheet.

Note : Protected NCD doesn't guarantee **your** premium – this may still increase if a claim is made.

General exceptions for sections A to K

You are not covered for any of the following.

1 Who uses your car

- X 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;
 - driven while rented out or driven in connection with a peer-to-peer hire scheme.

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

- being repaired by a mechanic at the roadside; or
- with a member of the motor trade for maintenance or repair; or
- stolen and **you** have reported this theft to the police and can provide **us** with the crime reference number; or
- being parked by an employee of a hotel, restaurant or car-parking service.

2 Contracts

- X 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** won't cover any injury, loss, damage or liability caused by war, invasion, revolution, military or usurped power or arising from Government Action or a similar event except as is strictly required under the **Road Traffic Act**. Government Action means any martial law, confiscation, nationalisation, requisition or destruction or damage of property by or under the order of any government or public or local authority or any action taken in controlling, preventing, suppressing or in any way relating to war.

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.

10 Automated cars

- ✘ **We** won't cover any loss, damage or injury caused by **your automated car** driving itself at any time when, or place where, the use of automated functions is unlawful.
- ✘ Unless **we're** required to do so under the law of the country in which the accident occurs, **we** won't cover any loss, damage or injury:
 - To the person in charge of **your automated car** where the accident was wholly due to that person's negligence in allowing **your automated car** to begin driving itself when it was not appropriate to do so.
 - To an **insured person** if the accident is caused by a failure to install safety critical updates to **your automated car** or its software has been altered without the approval of the manufacturer. **We** may also require an **insured person** to repay **us** any amounts that **we** are required by law to pay.

General conditions for sections A to K

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 selected any of these or if they are automatically included as part of the motor product **you** purchased. Please check **your Schedule** for details.

Before your cover starts

You must tell **us** if anything has changed since **you** received **your** quote. For example, **you** must tell **us** if:

- › Anything about **your car** changes.
- › **You** or any other driver have any claims or convictions that **you** have not already told **us** about.
- › There are any changes to how **your car** is used; for example, if **you** change from social, domestic and pleasure use to business use.
- › There are any **modifications** made to **your car**.
- › **You** want to add another driver onto **your policy**, or make any other change to who can drive **your car**.
- › **You** want to change to a higher level of cover.

After your cover starts

You must tell **us** as soon as possible if:

- › **You** change the address where **your car** is normally kept overnight.
- › Anyone covered by **your policy** changes their occupation.
- › Anyone covered by **your policy** passes their driving test.
- › Any contact details change, for example, **your** email address.
- › Any of **your** other details change. **You** can see the details **we** have on **your Schedule**.

These changes may mean **we** need to increase or reduce the premium, change **your policy terms**, or in some cases cancel **your policy**.

Before renewal

You must tell **us** about any incident or motoring offence that has happened since **your** cover started. For example, if anyone covered by **your policy** has had:

- › Any motoring convictions, endorsements, penalty points, fixed penalties (excluding parking penalties), speed camera offences or disqualifications.
- › Any incidents, thefts or losses, even if they did not claim or were not to blame.
- › Any insurance cancelled by another insurer for fraud or misrepresentation.

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.

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.

It is **your** responsibility to let anyone insured under this **policy** know that this **policy** has been cancelled.

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 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**.

It is **your** responsibility to let anyone insured under this **policy** know that this **policy** has been cancelled.

5c Cancellation by you

You can cancel this **policy** at any time by contacting Darwin Insurance either over the phone on **0173 330 0017** or via email at **contact@darwin-insurance.com**.

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

It is **your** responsibility to let anyone insured under this **policy** know that this **policy** has been cancelled.

- › 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**:

- 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; 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; and
- 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;
- › **you** are making a profit from the passengers' payments; or
- › **you** are renting **your car** out or using a peer-to-peer hire scheme to do so.

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 and any additional software features, excluding those provided free as software updates by the manufacturer (this is not a complete list).

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 may take action if **you**, anyone else insured by this **policy**, or anyone acting or appearing to act on **your** behalf:

- › Provides false, incomplete, exaggerated or misleading information.
- › Makes a false, fraudulent, or exaggerated claim.

The action **we** take may be:

- › Cancelling or voiding **your policy**. (By voiding, **we** treat **your policy** as if it had never existed).
- › Rejecting **your** claim and any following claims.
- › Keeping any premium **you** have paid.

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** **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

When **your** **policy** is due for renewal, **we** may offer to renew it for **you** automatically using the payment details **you** have already given, unless **you** or **we** have advised otherwise.

We'll contact **you** at least 21 days before **your** **policy** ends to confirm **your** renewal premium and **policy** terms, and before taking any payment. If **you** don't want to renew **your** **policy**, **you** must contact **us** before **your** renewal date to let **us** know.

If **we** don't hear from **you**, **we** will debit **your** account with the payment details **we** hold on record, and **your** **policy** will automatically continue without a break in cover from **your** stated renewal date. If **you** no longer want **your** **policy** to automatically renew, **you** can tell **us** by phone, email or via MyAccount. If **you** choose not to renew automatically, **your** **policy** - including any additional products or benefits - will lapse on the renewal date, and **you** will be uninsured unless **you** contact **us** (or an alternative insurer) to arrange cover.

It's not possible to offer automatic renewal with all payment methods, so please check **your** renewal invite for further details. In some instances, **we** may be unable or choose not to offer renewal terms. If so, **we** will email **you** at least 21 days before **your** **policy** ends.

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.

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 Service: 0173 330 0017**
- › **24 hour Windscreen Claims: 0800 328 9150**
- › **Motor Legal Helpline: 0370 024 0131**
For Darwin Gold and Darwin Platinum customers

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:

- 1 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.

Information you need to send us

Please have the following handy when you contact us:

- › Your personal details
- › Your policy number
- › Your car registration number
- › A description of the loss or damage
- › The other driver's details if you've been in an accident

If you get any communication such as any notice or form from a court, any threat of legal action or similar, please contact us straight away. We will deal with it or tell you what you need to do. You must also give us any other relevant information, documents or help we might need to process your claims, and pay any charges for sending such information. If you're unsure if a document is relevant, please give it to us anyway.

Avoid increasing the amount claimed

You must not do or refrain from doing anything that would increase the amount of the claims without our written permission. For example, admit liability for, or negotiate to settle any claim.

Paying the excess

For some claims, you'll need to pay an excess. You can find your excesses in your Schedule. Each driver may have different excesses.

Important information about your policy

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 **01733 300 017**. 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

Our staff are empowered to support you and will aim to resolve most issues within three working days, following receipt of your complaint.

If your complaint can't be resolved within three working days, we'll contact you to let you know who will be dealing with it and what the next steps are.

We will keep in regular contact with you. You'll also receive the following written communication from us depending on how long it takes us to resolve your complaint.

Communication Type	When will you get this?	What will it tell you?
Summary Resolution Communication	If we've been able to resolve your complaint to your satisfaction within 3 working days, following receipt of your complaint.	It will let you know your complaint has been resolved and tell you about the Financial Ombudsman Service (FOS).
Acknowledgement	If we've been unable to resolve your complaint to your satisfaction within 3 working days, following receipt of your complaint.	It will let you know our complaint handling process and information about the Financial Ombudsman Service.
Unable to reach resolution within 8 weeks.	If we've been unable to resolve your complaint within 8 weeks	It will let you know why we are not in a position to give you our final response and when we expect to be able to provide this. We'll also let you know about your right to contact the Financial Ombudsman Service.
Final Response	If we've been unable to resolve your complaint within 3 working days, we'll send you our Final Response when we've completed our investigations. We'll do our best to send this at the earliest opportunity.	This is a detailed response, which will outline: <ul style="list-style-type: none"> › our investigation › the decision › Next steps, if applicable It will also provide information about the Financial Ombudsman Service.

Independent Review

If we don't complete our investigations within 8 weeks of receiving your complaint or you're unhappy with our response, you may ask the Financial Ombudsman Service (FOS) to look at your complaint. This is a free and independent service. If you decide to contact them, you should do so within 6 months of our response letter. Referring your case to the FOS will not affect your legal rights.

You can contact them by:

Email:

complaint.info@financial-ombudsman.org.uk

Phone:

UK: **0300 123 9123** or **0800 023 4567**

Abroad: **+44 20 7964 0500**

Writing to:

Financial Ombudsman Service

Exchange Tower

London

E14 9SR

Their website also has a great deal of useful information: **www.financial-ombudsman.org.uk**

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.

Need to claim?

Claims Helpline
0345 246 2089

24 hour Accident Recovery
0800 051 9958

24 hour Windscreen Claims
0800 328 9150

Breakdown Cover (UK)
0800 400 600

Motor Legal Helpline
0370 024 0131

Can we help?

Login to your account online:
darwin-insurance.com

Or, grab your phone and point it at this handy QR code:



Customer Service
01733 300 017

Darwin[®]

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

Darwin[®] insurance policies are underwritten by U K Insurance Limited. Registered office: The Wharf, Neville Street, Leeds LS1 4AZ. Registered in England and Wales No. 1179980. U K Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Calls may be recorded.

DRWN MLR PB 1124