

**coverbox**<sup>®</sup>

Car Insurance



**motor**

**policy booklet**

# Your Motor Vehicle Insurance Policy

This insurance is a **Contract of Indemnity** between the **insurer** and **you**, the insured.

The basis of this **contract** is the information **you** have given for the purpose of entering into the **contract** and that information must be true to the best of **your** knowledge and belief.

The **contract** will be in force for any **period of insurance** for which **you** have paid or agreed to pay and **we** have accepted or agreed to accept the premium.

In return the insurer will insure **you** against those losses and liabilities detailed in the policy documents during the period referred to in the **schedule** to the policy and during any further period for which the insurer may accept premium.

A person or company who was not a party to this **contract** has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect the right or remedy of a third party which exists or is available apart from that Act.

If the law of any country in which **you** are covered by this policy says **we** must settle a claim which **we** would not otherwise have paid **we** can ask **you** or the person who incurred the liability to pay **us** that amount.

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**AUTHORISED SIGNATORY ON BEHALF OF YOUR INSURER**



**Mark Townsend**

Managing Director - BDML CONNECT LIMITED

# Glossary:

## What our terms mean

Where **we** explain what a word means, that word will have the same meaning wherever it is used in the policy or **schedule**. These words are highlighted by the use of bold print.

### Administrator

BDML Connect Limited,  
The Connect Centre,  
Kingston Crescent, Portsmouth, Hampshire PO2  
8QL.

email: enquiries@bdml.co.uk

### Certificate of Motor Insurance

The proof that **you** have motor insurance needed by law, any details of the individuals insured, and those who are allowed to drive **your vehicle**.

### Contract

This insurance is made up of four important documents:

- 1) this Insurance Booklet
- 2) the **Certificate of Motor Insurance**
- 3) the **Schedule**
- 4) the **Proposal Form or Statement of Insurance**

All four documents should be read together as part of the Contract.

### Excess

An amount **you** may be obliged to pay in the event of a claim, that is shown on **your Schedule**.

### Great Britain

England, Wales and Scotland.

### Indemnity

A legal principle which requires that after a loss **you** are placed in the same financial position that **you** occupied immediately before the event.

### Market Value

The cost of replacing **your vehicle** with one of a similar make, model, history, age and condition.

### Period of Insurance

The dates shown on **your current Certificate of Motor Insurance and Schedule**.

### Proposal Form

The application form signed by **you** and upon which this **Contract** is based.

### Schedule

The document that shows details of **your vehicle**, the level of cover provided, and all **Excesses**.

### Statement of Insurance

The document containing information supplied by **you** and upon which this **Contract** is based.

### Third Party

Any person other than **you**, or any person for whom cover is provided by this insurance, or **Us**.

### United Kingdom (UK)

England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands.

### Voluntary Excess

An amount **you** have volunteered to pay, for which **you** may receive a reduction in **your** premium. This may be in addition to other policy **Excesses** and is shown on **your Schedule**.

### We, Our, Us, Insurer

The authorised insurer or Lloyd's syndicate shown at the foot of the **Certificate of Motor Insurance** and/or on the current **Schedule**.

All **insurers** are directly or indirectly authorised and regulated by the Financial Services Authority. The Financial Services Authority website, which includes a register of all regulated firms, can be visited at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or can be contacted on 0845 606 1234.

### Your Vehicle

The vehicle shown on **your current Certificate of Motor Insurance and Schedule**.

### You, Your, Yourself

The person named as the Insured in the insurance documents.

# How to identify your cover

## COMPREHENSIVE

**Your schedule** says that **you** have Comprehensive cover so Parts 1 to 15 of this document apply.

**You** must make sure **you** have the cover **you** need under this insurance. Please read carefully and contact the **administrator** immediately if there is anything **you** do not understand or agree with.

### Statement of Demands and Needs

This product meets the demands and needs of those who wish to ensure that in the event of being involved in a motor accident, claims against them by third parties for personal injury or damage to property during the policy term will be covered.

Cover includes fire, theft and accidental damage to the insured vehicle.

The decision to take this product is entirely the customer's and therefore **we** cannot offer **you** a personal opinion or recommendation to take it.

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# Legal Liability to Third Parties

## WHAT IS COVERED

This policy covers **you** for all sums **you** become legally liable to pay for death of or injury to any person and damage to any other person's property as a result of an accident involving **your vehicle** detailed in the current **Certificate of Motor Insurance** and **schedule**.

This cover will also apply to **you** only if **you** are driving any other car which **your Certificate of Motor Insurance** permits **you** to drive and which is not owned by **you**. Note that there is no cover for loss of or damage to that other car.

This cover also applies whilst a trailer, caravan trailer or disabled mechanically propelled vehicle is attached to **your vehicle**. Note that there is no cover for loss of or damage to that trailer, caravan trailer or disabled mechanically propelled vehicle.

**We** will (with **your** approval) also give this cover to:

- any driver covered by **your Certificate of Motor Insurance** and **schedule** who is driving **your vehicle** with **your** permission;
- any person travelling in or on, or getting into or out of **your vehicle**;
- any person using, but not driving, **your vehicle** with **your** permission for social, domestic or pleasure purposes;
- **your** employer or business partner, or that of **your** spouse or civil partner, but not if the vehicle which gives rise to the liability is owned by or hired to that employer or partner, unless it is

the vehicle specified in the **schedule** and **Certificate of Motor Insurance**;

- the legal, personal representative of any person who has died, but who was covered under this part of the policy.

**We** will also pay the following expenses where **you** have **our** written permission to claim:

- solicitors' fees if anyone **we** insure is represented at a coroner's inquest or fatal accident inquiry or is defending any proceedings in a high court or above; or
- legal services to defend anyone **we** insure in the event of proceedings being taken for manslaughter, reckless or dangerous driving causing death;
- other costs incurred with **Our** prior written approval.

**We** will only pay these legal costs if they relate to an incident that is covered under Part 1 of this policy.

If **your Certificate of Motor Insurance** includes business use, **we** will cover **your** employer if an accident happens when **your car** is being used on business

**We** will pay for emergency treatment charges set out in the Road Traffic Acts. If this is the only payment **we** make, it will not affect **your** no claim discount.

## WHAT IS NOT COVERED

**We** will not give cover:

- to anyone driving **your vehicle** who has never held a licence to drive it or who is disqualified from holding or obtaining such a licence;
- to anyone who is not driving **your vehicle** if that person knows that the driver never held a licence to drive it or is disqualified from holding or obtaining such a licence;

- to any person other than **you** who is entitled to cover under any other policy;
- to anyone who fails to comply with all of the terms and conditions of this policy in so far as they may apply;
- for death of or injury to any person arising out of and in the course of that person's employment by the person claiming under this Part of the policy except where such liability is required to be covered by the Road Traffic Acts;
- for damage, loss of use, or other loss to any vehicle which is covered by this Part of the policy or any property which **you** or anyone else driving **your vehicle** owns or is responsible for, or any trailer, caravan, or vehicle (or the contents thereof) while being towed or attached to **your vehicle**.
- any amount over £20,000,000 for any one claim or series of claims arising from one event that causes loss or damage to property. This limit is inclusive of all costs and expenses up to £5,000,000. These limits do not apply to claims occurring in other countries where the Territorial Limits and Green Card Part of this policy is operative if the maximum liability required by law in that country is greater.

## PART 2

# your vehicle - Fire, Theft or Attempted Theft

## WHAT IS COVERED

**We** will pay for loss of or damage to **your car**, and its accessories and spare parts while they are either fixed to or in **your car** or in **your** private garage, caused by fire, theft, or attempted theft

Loss of or damage to **your vehicle** under this Part of the policy is covered whilst **your vehicle** is with a member of the motor trade for its upkeep, overhaul or repair.

If **your vehicle** is undrivable as the result of damage covered by this Part of the policy **We** will pay the reasonable cost of taking it from the scene of the incident to the nearest competent repairer. After repairs **we** will pay the reasonable cost of delivering it to **your** address in the **United Kingdom**. Please also see Section 14a – **your** policy provides you with theft tracking on demand, which enables **your vehicle** to be tracked if it is stolen.

If **you** want, **we** will replace **your vehicle** with a new vehicle of the same make, model and specification if:

- **you** are the first registered keeper of the vehicle; and
- **your vehicle** is under 12 months old at the time of the loss; and either
- **your vehicle** is stolen and not recovered within 28 days of **you** telling **us** about the theft; or
- the damage estimated by **us** is more than 60% of the current list price.

If **we** do replace **your vehicle**, **your** old vehicle will belong to **us**.

If the exact model of **your vehicle** is not available, **we** will pay **you** instead as shown in the Part **What do we pay?** on page 7.

**We** will pay up to £150 for loss or damage to audio and radio equipment after taking off **your excess**. If this equipment forms part of the original vehicle specification and was fitted by the manufacturer or

the manufacturer's approved dealer, the amount of cover is unlimited after taking off **your excess**.

## WHAT IS NOT COVERED

**We** will not pay for any of the following:

- the **excess** of every claim made under this Part of the policy unless at the time of the loss or damage **your vehicle** was in a locked garage which has been subjected to forcible and violent entry or exit;
- loss of value, wear and tear, or mechanical, electrical, electronic or computer failure or breakdown;
- loss of use of **your vehicle**;
- loss of or damage to **your vehicle** as a result of legal repossession;
- loss of or damage to any other vehicle that **you** drive unless temporary cover has been authorised by the **administrator**;
- theft, or attempted theft, if **your vehicle** keys are left in or on **your vehicle**;
- any loss or damage caused by theft or attempted theft if the security system other than the Coverbox telematics device fitted to **your vehicle** at the time of the loss was not activated and working properly. All keys used to activate/deactivate the alarm/immobiliser fitted to **your vehicle** must be submitted to **your** insurer with the claim form;
- theft, or attempted theft, that involves somebody using trickery or deception to get **your car**;
- any reduction in the value of **your vehicle** as a result of it having been repaired;
- any extra costs caused by the parts

or replacements not being available in the **United Kingdom**;

- confiscation or requisition or destruction by or under order of any Government or Public or Local Authority.

### PART 3

## your vehicle - Accidental Damage

### WHAT IS COVERED

**We** will pay for accidental damage to **your car**, and its accessories and spare parts while they are either fixed to or in **your car** or in **your** private garage, which is not caused by fire, theft or attempted theft.

Loss of or damage to **your vehicle** under this Part of the policy is covered whilst **your vehicle** is with a member of the motor trade for its upkeep, overhaul or repair.

If **your vehicle** is undrivable as the result of damage covered by this Part of the policy **we** will pay the reasonable cost of taking it from the scene of the incident to the nearest competent repairer. After repairs **we** will pay the reasonable cost of delivering it to **your** address in the **United Kingdom**.

If **you** want, **we** will replace **your vehicle** with a new vehicle of the same make, model and specification if:

- **you** are the first registered keeper of **your vehicle**; and
- **your vehicle** is under 12 months old at the time of the loss; and
- **your vehicle** suffers damage estimated by **us** which is more than 60% of the current list price.

If **we** do replace **your vehicle**, **your** old vehicle will belong to **us**.

If the exact model of vehicle is not available, **we** will pay **you** instead as shown in the Part **What do we pay?** on page 7.

**We** will pay up to £150 for loss or damage to audio and radio equipment, after taking off **your excess**. If this equipment forms part of the original vehicle specification and was fitted by the manufacturer or the manufacturer's approved dealer, the amount of cover is unlimited after taking off **your excess**.

## WHAT IS NOT COVERED

**We** will not pay for any of the following:

- the total **excess** shown on **your schedule**;
- 
- loss of value, wear and tear, mechanical, electrical, electronic or computer failure or breakdown;
- loss of use of **your vehicle**;
- damage that occurs if the vehicle keys are left in or on **your vehicle**;
- damage to tyres by braking, punctures, cuts or bursts;
- any reduction in the value of **your vehicle** as a result of it having been repaired;
- any extra cost caused by the parts or replacements not being available in the **United Kingdom**;
- confiscation or requisition or destruction by or under order of any Government or Public or Local Authority.

## PART 4 & 5

# What do We pay and Breakage of Glass

(PART 4)

## What do We pay?

At **our** choice **we** will pay:

- the cost of repairing **your vehicle**; or
- the cost of replacing **your vehicle**; or
- the amount of the loss of or damage to **your vehicle**.

If **your vehicle** is under a hire purchase or leasing agreement, **we** will pay the owner named in the agreement. When **we** have done this **our** responsibility under the **contract** will end.

**We** will not pay more than the manufacturer's list price for any part or accessory (plus the reasonable cost of fitting).

If **we** settle the claim as a total loss, **we** can keep what is left of **your vehicle** (the salvage).

(PART 5)

## Breakage of Glass

### WHAT IS COVERED

Breakage of glass in windscreen, glass sunroof and windows is covered by **your** policy. **We** will also pay for damage to the paintwork of **your vehicle** caused by broken glass. If no other damage has happened, the claim will not affect **your** no claim discount.

**AA Autowindshields; 24 hours**  
**Tel: 0844 822 8086**

If AA Autowindshields replace the glass, cover is unlimited and **you** pay only the **excess**.

If AA Autowindshields repair the glass, cover is unlimited and **you** do not have to pay any **excess**.

### **WHAT IS NOT COVERED**

**We** will not pay:

- the **excess**;
- more than £150, after taking off **your excess**, if the windows, glass sunroof or windscreens are replaced by any company other than AA Autowindshields.

### **WHAT IS NOT COVERED**

**We** will not pay for any of the following:

- money, stamps, tickets, documents or securities;
- goods, samples or any equipment carried in connection with any trade or business;
- property insured under any other contract of insurance;
- theft of items carried in an open or convertible vehicle, unless kept in a locked boot.

(PART 7)

## **Personal Accident**

### **WHAT IS COVERED**

**We** will pay £5,000 if **you**, or **your** spouse or civil partner, or both of **you** are injured as a result of an accident during the **period of insurance**, while **you** are travelling in or getting into or out of any private motor vehicle, and the accident results within three months in:

- death; or
- loss of any limb; or
- permanent loss of all sight in one or both eyes.

The most **we** will pay for any one person is £5,000. **We** will only pay **you** under one **contract** in any one **period of insurance**.

**We** will also pay £2,500 in respect of any other person who dies as the direct result of an accident while travelling in or getting into or out of **your vehicle**.

### **WHAT IS NOT COVERED**

- Anyone who is under the age of 16 or over the age of 75.
- Death or injury caused by suicide or attempted suicide.

# **Personal Belongings, Personal Accident and Medical Expenses**

(PART 6)

## **Personal Belongings**

### **WHAT IS COVERED**

**We** will pay **you**, or at **your** request the owner of the property, up to £100 for clothing and personal belongings if they are stolen or damaged while they are in **your vehicle**.

- Anyone who is under the influence of alcohol or drugs at the time of the accident.

(PART 8)

## Medical Expenses

If there is an accident and anybody in **your vehicle** is injured, **we** will pay medical expenses of up to £200 for each person injured. If this is the only payment **we** make it will not affect **your** no claim discount.

PART 9

## Territorial Limits and Green Cards

### Where your cover applies

The cover shown on the **schedule** to this policy applies throughout the **United Kingdom** and when **your vehicle** is in transit within the **United Kingdom** or between ports in the **United Kingdom**. In addition this policy gives the minimum cover required by law to use **your vehicle** in:

- any country which is a member of the European Union (EU);
- any other country which the Commission of the European Union approves as meeting the requirements of Article 7(2) of the European Union Directive on Insurance and Civil Liabilities arising from the use of motor vehicles (No.72/166/CEE).

Please call the **administrator** for clarification or if **you** require fully comprehensive cover to apply whilst traveling in Europe.

## Travelling abroad - what to do

If **you** are going to use **your vehicle** abroad and want **your** full policy cover, contact the **administrator** to confirm the dates **you** will be travelling and the countries **you** will be visiting. The Daily Fee Rate on **your schedule** for Europe will be applied for this period.

If **you** intend to tow a caravan or other trailer please have details to hand as they may need to be shown on the Green Card that **we** may need to issue.

When **we** send **you** a Green Card **we** will extend **your** policy cover for foreign travel for up to 90 days in any one **period of insurance**.

**We** will make an administrative charge for each Green Card or confirmation that the policy cover has been extended.

**We** will also provide cover while **your vehicle** is being transported by rail, air, inland waterway, the Channel Tunnel or by a recognised sea route to any country where this insurance operates, and the journey time does not normally exceed 65 hours.

If **your vehicle** becomes undrivable as a result of loss or damage covered by this policy **we** will also pay the reasonable cost of delivering it to **your** address in the **United Kingdom**.

**We** will also pay customs duty if **your vehicle** is damaged and **we** decide not to return it to this country after **you** make a claim on **your contract**.

## PART 10

# Making a Claim

If **you** need to make a claim, phone the Customer Claim Line telephone number shown on the back cover of this policy.

## Four important points to help you after an accident:

- Make a note of the registration number of any vehicles involved, and any witnesses;
- Do not admit responsibility;
- Ask for the names, addresses and telephone numbers of all people involved and details of any property damaged;
- If anyone other than **you** is injured in the accident, **you** must show **your Certificate of Motor Insurance** to the police. If **you** cannot do this at the time of the accident, take it to the police as soon as possible or within 24 hours.

## PART 11

# No Claim Discount

If nobody has made a claim against this policy during the current insurance year, **we** will give **you** a discount according to the current scale at the time of renewal of this policy.

If **we** make a payment that **you** cannot get back from another person, **we** will reduce **your** no claim discount even if **you** were not to blame.

No claim discount will be reduced in accordance with the **insurer** scale applicable at such a time and shown on the **schedule**.

**Your** no claim discount will not be affected in the following circumstances:

- If **you** only claim for a broken windscreen or windows;
- If **we** only have to pay an emergency medical treatment fee.

**You** cannot transfer **your** no claim discount to someone else.

If more than one vehicle is insured under this document, **we** will treat each vehicle separately for the purpose of **your** no claim discount.

## Protected no claim discount

Please see **your schedule**.

## PART 12

# Conditions

## Cancelling your policy

The **administrator** or **we** may cancel **your policy** by giving you 7 days' notice by letter to your last known address.

## 14-day cooling-off period

**You** may cancel this policy within 14 days of purchasing the policy or 14 days from receipt of the policy documents, whichever is the later'. Please call or write to the **administrator** and return **your certificate of motor insurance**.

Where this happens **you** will receive a proportionate refund of the premium paid for the unexpired portion of the **period of insurance**, less any agreed

charges detailed in the **administrator's** terms of business, unless a total loss claim has been reported and then the premium in full must be paid.

If this policy is cancelled following a total loss of the insured car, and the premium is being paid by instalments.

**We** may deduct the outstanding balance (including interest charges) from the claim payment. If payment is made to the owner of the car **we** will collect separately from **you** the outstanding monies.

## Cancellation after 14 days

A proportionate refund of any premium paid (less agreed charges) will be allowed provided that:

You have not claimed in the current **period of insurance**; and you have paid the premium in full; and **you** have returned the **certificate of motor insurance**

If **you** or we cancel this policy and there has been a total loss claim during the current **period of insurance** and the premium is being paid by instalments, the outstanding balance including interest charges will become payable by **you**.

Please see Section 14 – Pay as you Drive for further occasions when a policy may be cancelled

## Claims Procedure

**You** must:

- notify **us** of any accident and provide **us** with full details as soon as possible;
- send **us** any correspondence

**you** receive (including any writ or summons) without delay and unanswered;

- tell **us** about any future prosecution, coroner's inquest or fatal accident inquiry involving anyone covered by this policy;
- not admit responsibility or make any offer or promise without **our** written permission;
- co-operate fully with **us** on all matters concerning the handling and settlement of any claim.

**We** will take over and defend or settle any claim or take proceedings at **our** own expense and for **our** own benefit to recover any payment **we** have made under this policy.

## Arbitration

If a claim has been accepted but there is disagreement over the amount to be paid, **we** may refer the matter to an arbitrator in accordance with statutory provisions. The arbitrator must decide on the amount before **you** can start legal action against **us**.

## Right of recovery

The law of any country in which this **contract** applies may make **us** pay amounts which are not covered by this **contract**. **You** or the person responsible must refund these amounts.

## Law applicable to the Contract

**You** and **we** are free to choose the law applicable to this **contract** but in the absence of agreement to the contrary

the law of the country in which **you** are resident at the time of the **contract** will apply. If **you** are not resident in the **United Kingdom**, the law which will apply will be the law of England and Wales.

## Other insurance

If **you** have other insurance which would cover a claim made under this policy, **we** will only pay **our** share of the claim. This does not apply to Personal Accident under Part 7 of this policy.

## Looking after your vehicle

**You** must take all reasonable precautions to:

- prevent injury, loss or damage; and
- keep **your vehicle** in a roadworthy condition.

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When left unattended, **your vehicle** must be locked and secure and the ignition key removed.

If **you** do not do this, **we** may not pay a claim.

## Provisional licence

When **your vehicle** is being driven by a provisional licence holder they must meet all the conditions of the licence.

## Changes to your details

**You** must tell the **administrator** immediately if there are any material changes during the **period of insurance** that might affect **your** insurance. These include:

- **your** job (including details of any part-time occupation);

- **your** address or the address where **you** keep **your vehicle**;
- what **you** use **your vehicle** for;
- any modifications to **your vehicle**.

This is not an exhaustive list and if **you** are in any doubt, please contact the **administrator**.

A charge for any change to **your contract** will be made.

## Changing your vehicle

If **you** replace **your vehicle** or get an additional vehicle **you** must tell the **administrator** immediately because the only vehicle covered by this policy is the one **you** told **us** about and **we** accepted, as shown in **your** current **schedule**.

A charge for any change to your contract will be made.

## Governing law

**We** will not be liable for any proceedings or judgement made in any court outside the **United Kingdom**, unless the judgement comes from a court of a foreign country to which **we** have agreed to extend cover.

## Hire Purchase

If, to **our** knowledge, **your vehicle** is subject to a hire purchase or leasing agreement, any payment will be made to the owner described in that agreement whose receipt will be a full and final discharge to **us**.

## Car sharing

This **contract** covers **you** using **your vehicle** for carrying passengers and receiving money for social or similar purposes as long as:

- the vehicle does not carry more than the permitted number of persons for the vehicle to operate safely; and
- the passengers are not being carried as part of a business; and
- **you** do not make a profit from the total amount paid for the journey.

## Keeping to the terms of this policy

We will only give cover under this policy if:

- any person claiming under it has met all the conditions in the **contract** in so far as they can apply; and
  - the information given and the declaration accepted on the **proposal form** or **statement of insurance** are complete and correct to the best of **your** knowledge and belief.
  - **you** have provided the documents that **we** requested when **you** purchased the policy; V5, Any No claims Discount Proof and Valid Driving Licences for the policyholder and any named drivers
- not disqualified from holding or obtaining one;
  - c) driven with **your** consent by anyone who **you** know does not hold a licence to drive **your vehicle** unless they have held a licence and they are not disqualified from holding or obtaining one.
  - loss of or damage to **your vehicle** caused directly by pressure waves from aircraft or other aerial devices travelling at sonic or supersonic speeds.
  - any loss or damage caused by:
    - a) earthquake;
    - b) riot and civil commotion happening outside of the **United Kingdom**;
  - any liability that **you** have agreed to accept unless **you** would have had that liability anyway;
  - any consequence of war, invasion, act of foreign enemy, hostilities (whether war is or is not declared), civil war, rebellion, revolution, insurrection or military or usurped power, other than as required by the Road Traffic Acts;
  - any loss or destruction of or damage to any property or any resulting loss or expense and or any legal liability directly or indirectly caused by or contributed to or arising from:
    - a) ionising radiations or contamination by radioactivity from irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
    - b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of it.
  - any accident, injury, loss or liability of any kind arising from the use of

### PART 13

## Exceptions

This policy does not cover:

- any injury, loss or damage occurring while **your vehicle** is being:
  - a) driven by any person or used for any purpose not allowed by the **Certificate of Motor Insurance**;
  - b) driven by **you**, unless **you** hold a licence to drive **your vehicle**, or have held a licence and are

any vehicle in or on any part of an aerodrome or airport, airfield or establishment provided for the take-off and landing of aircraft or the movement of aircraft on the surface; aircraft parking aprons including the associated surface road and ground equipment parking areas, or those parts of passenger terminals of an international airport which come within the Customs examination area.

These excluded areas do not include public car parking areas or access roads leading to them, which are open to public use.

## Fraudulent claims

If **you** or any other person knowingly makes a claim under this **contract** that is false, fraudulent or exaggerated, **we** will not pay the claim, all cover will end and no refund of premium will be allowed.

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### PART 14

## Telematics – Terms & Conditions

### Further Definitions specific to Parts 14 and 14a

**telematic device** means electronic equipment (including connections, and related wiring) which records and transmits vehicle usage data to **us** and which is fitted to **your vehicle** by **us** or **our agents**.

**We, our, us,** means Wunelli Ltd who own the **telematic device** and provide the associated services.

### Insurer

The authorised insurer or Lloyd's syndicate shown at the foot of the **Certificate of Motor Insurance** and/or on the current **schedule**.

### Summary

It is a condition of this policy that **you** have a **telematic device** installed in **your vehicle** and that it remains in use at all times. The policy will be cancelled if the box is not installed within 29 days of your vehicle being insured. The device has a three year warranty and is owned by Wunelli Ltd. The device is licensed to **you** for the purposes of Coverbox Insurance and Theft Tracking on Demand. It will be installed by an approved network service. It is comprised of a small box, which will be fitted discreetly into **your vehicle**.

**We** will arrange for an installation technician to visit **you** and install the device. Whilst the device is not installed **you** will be charged a Daily Fee rate as specified in **your schedule**.

The device allows **us** to validate the information **you** provided **us** with when **you** purchased **your insurance** such as, but not limited to **your** mileage, the times of day **you** most frequently use **your vehicle** and where the vehicle is kept overnight.

### Installation

**Our** appointed installers are fully trained to install the **telematic device** in **your vehicle** to appropriate industry standards and will do so with reasonable care and diligence. **We** or **Our** installers will contact **you** to confirm time and location for the installation of the **telematic device** in **your vehicle**.

It is **your** responsibility to ensure that

any other party who has an interest in the ownership of **your vehicle** (such as **your** partner or a hire purchase company) has agreed that the **telematic device** can be installed in **your vehicle**.

#### **Late Cancellation of Appointment**

If **you** do not present **your vehicle** at the time and location as agreed with **Us** or **our** installers for the installation or de-installation of the **telematic device** or cancel **your** appointment for the installation or de-installation with **us** at less than 24 hours notice then **we** reserve the right to charge **you** a fee for the costs **we** incur as a result. These charges may be waived by **us** in exceptional circumstances.

#### **Failure to provide required documents at Appointment**

If **you** do not present **the documents, we requested at the point you purchased the policy**, such as driving licences, V5 and Proof of no claims Discount declared, at the time and location as agreed with **Us** or **our** installers then the installation of the **telematic device** cannot take place then **we** reserve the right to charge **you** a fee for the costs **we** incur as a result. These charges may be waived by **us** in exceptional circumstances.

#### **telematic device and Installation Warranty**

1. **We** warrant that from the date of installation in a vehicle owned by **you, your** spouse or civil partner, or registered to you, the **telematic device** will be free from defects in design, material and workmanship for three years.
2. **We** will charge a fee of up to £70 to install the **telematic device** in **your vehicle**.
3. The collection and transmission of

data by the **telematic device** and the provision of the Theft Tracking on Demand may occasionally be impaired or interrupted by operational and/or atmospheric conditions, power failures, or other causes, conditions or events beyond **our** reasonable control or the capabilities of the **telematic device**. The transmission and receipt of data is dependent upon mobile telecommunications services and **you** acknowledge that this service may be interrupted, circumvented or compromised. If transmission of data is affected in the manner described in this paragraph, this does not necessarily mean the **telematic device** is defective. However, **we** will make reasonable efforts to rectify the problem with such transmission where it is possible for **us** to do so. Please refer to the section on Daily Fee Rates to understand the impact of failure of transmission of data by the **telematic device** upon charges made under the policy.

4. If, during the Warranty Period, the **telematic device** is suspected by **Us** to be defective, **we** will contact **you** and make all reasonable endeavours to repair or (at **our** option) replace the **telematic device** free of charge. If during the Warranty Period **you** suspect the **telematic device** to be defective for any reason **you** must notify **us** as soon as possible to enable **us** to investigate and if necessary to repair or (at **our** option) replace the **telematic device** in **your vehicle** free of charge.
- 5 This warranty does not apply to any item which is part of **your vehicle** and which is used to enable the operation of the **telematic device** and/or in conjunction with it (eg vehicle battery) as such items are

**your** responsibility to maintain in good working order. **You** accept that the **telematic device** uses the battery power supply and so there may be a small drain on **your** battery even when the vehicle is not being used. Any **telematic device** repaired by **Us** will have the benefit of the warranty for the remainder of the Warranty Period. Any **telematic device** replaced by **Us** will have the benefit of a new full three year Warranty Period.

6. The installation service provided is guaranteed during the Warranty Period against faulty workmanship and/or materials. During this period any faulty materials or workmanship will be rectified free of charge. In the event that **we** are unable to rectify or replace faulty materials **we** will make a proportionate refund of the installation fee to **you**.

**16** 7. **We** reserve the right to replace the **telematic device** at **our** option and expense at any time with any other **telematic device** providing **you** with at least the same functionality. This will enable **us** to ensure the **telematic device** is updated if there are technological changes or improvements. **We** will only exercise this right:

- when replacing a defective **telematic device**; or
- when installing a **telematic device** in **your** new vehicle (following a change of vehicle on **your** policy); or
- by providing **you** with at least 21 days' notice of **our** intentions prior to **your** policy anniversary and only then if the **telematic device** is over 3 years old.

### Tampering

The device has tamper controls and

attack safe guards. If the intelligent alert system is triggered it will notify Wunelli Ltd of any unauthorised tampering with the device. An investigation will be initiated and a physical inspection by an engineer will be required.

**You** will not, nor will **you** permit any other person to tamper with, dismantle, remove SIM, relocate or make any alterations, additions or improvements to any part of the **telematic device**.

**You** will not, nor will **you** permit any other person to tamper with the GPS/GSM signal that is emitted from the **telematic device**.

Whilst **you** are a policyholder, no one other than **us** and/or **our** agents or service providers may install, de-install, modify or repair the **telematic device**.

Please note that tampering with the **telematic device** will invalidate **your** warranty and invalidate the insurance cover provided, and your policy may be cancelled, please refer to Section 12 for full details of the conditions of cancellation. Damage or loss caused by any form of tampering or non-permitted interaction with the **telematic device** is not covered by this insurance policy.

If following an investigation **you** or anyone else is found to have tampered with the **telematic device** **you** will be required to pay for any reasonable costs **we** have incurred including de-installing, repairing or replacing the defective **telematic device** or parts thereof.

### Cancellation of your policy and impact on the telematic device

If **you** cancel the policy the **telematic device** warranty will cease to apply.

**You** should not attempt to remove the **telematic device** from the vehicle **yourself** as it will have been integrated into **your vehicle**. **We** will not be responsible for any damage to **your vehicle** caused by de-installation of the **telematic device** by **you** or anyone acting on **your** behalf. **We** recommend that **you** leave the **telematic device** in **your vehicle** when **you** cancel **your** policy.

To notify **us** of **your** intention to cancel **your** policy and discuss **your** options, please call **us** on the number at the rear of the booklet. If on **your** request **we** de-install the **telematic device** from **your vehicle**, **you** will be required to pay a fee to cover the costs for such de-installation. **We** or our installers will contact **you** to arrange a convenient time and location for the de-installation of the **telematic device** from **your vehicle**.

If at any time **you** no longer wish to use the **telematic device** and ask **us** to stop collecting data from the **telematic device**, the policy will be treated as cancelled by **you** and a fee will be charged in line with the published terms of business. Please refer to Section 12 for full details of the conditions of cancellation.

If **you** sell **your vehicle**, **you** will be obliged to notify the new owner that a **telematic device** has been installed. **You** are also obliged to notify the **administrator** of the new owner's details so that **we** can confirm that they have been informed.

### **Damage to the telematic device as a Result of Accidental Damage to or Theft of your vehicle**

Whilst the vehicle in which the **telematic device** is installed is insured under **your** policy the **telematic device** will automatically be insured under

**your** policy. If **you** make a claim under **your** policy for damage to or loss of the **telematic device** whilst installed in **your vehicle** and **we** agree to meet this claim, **we** will repair or, at **our** option, replace the **telematic device** subject to the terms and conditions of **your** policy. Please refer to Section 2 & 3 for full details of **your** policy cover.

### **Driver & Usage Categories**

For the purposes of calculating a part of **your** insurance premium, the category of driver on the policy is identified then the mileage of the vehicle and the times at which the vehicle is driven are tracked.

#### **Drivers**

- Experienced Drivers
- Drivers 23 years and over
- young Drivers
- Drivers under 23 years

#### **Time Categories**

Are divided into:

- Peak
- Off peak
- Super Peak – this will only apply to all mileage driven during these times, where a driver under the age of 23 years is named on the policy or listed as the policyholder.

Please refer to **your schedule** for the time categories that have been allocated to **your** policy.

#### **Payments**

The agreed annual premium or monthly instalments may be amended (increased/decreased) at any time if any information that you provided us with at point of policy purchase is proven to be different either at point of installation, provision of documentation or from the telematics data we collect such as the mileage written notification will be sent to **you** to advise of the amendment.

## Renewal

Payments:

- any debit will be collected from **you** prior to renewal.

Premium calculation:

- The previous year's actual mileage and details will be used to calculate the renewal premium.

## Daily Fee Rates

There will be situations when the **telematic device** will be unavailable or data cannot be used. A daily fee will be charged for these periods as specified in the **schedule**. The reasons for use of a daily fee are;

- pre-Installation
- European cover applies as per Part 9 of this policy booklet (cover against legal liability to third parties will be provided as standard but this is an extension to comprehensive cover).
- temporary additional vehicle cover (use of a temporary additional vehicle due to insured vehicle being off the road) for a maximum of 14 days cover per occasion, to a maximum of 6 weeks per **period of insurance**.
- missing or corrupted Telematics data (when three month historic vehicle data is not available)

## Data Protection Act 1998 – Information Use

For the purpose of providing **you** with the policy, the data controller for any personal data **you** supply or recorded by the **telematic device** is Wunelli Ltd. **We, our** appointed agents and/or service partners will process **your** information in accordance with **our** responsibilities under the Data Protection Act 1998. To protect **your** information captured by the **telematic device**, it will be transmitted in a secure format.

From the installation, **we** will use the **telematic device** to capture data from

**your vehicle** relating to the date, time, location and other associated vehicle information.

**We** will gather data from **your vehicle** to enable **us** to:

- Test **your telematic device** (e.g. during installation)
- Provide **you** with data via your dashboard portal based upon the journeys **you** take
- Provide **you** with Theft Tracking on Demand and any additional optional services **we** may offer **you** in future requiring use of the **telematic device**

It is important that **you** notify any authorised person that drives **your vehicle** that a **telematic device** has been installed and that their journey will be monitored and data collected.

**We, the insurer** and those acting on **our** behalf, will use the data captured by the **telematic device** for the purposes of:

- 1 Amending insurance premiums based upon actual vehicle usage and location;
- 2 Controlling **your** personal data for the purpose of providing **you** with the Theft Tracking on Demand service and any other additional services requiring use of the **telematic device** which **we** (or **our** agents and/or service providers) may offer and **you** may agree to take up from time to time. **We** will process **your** information in accordance with **our** responsibilities under the Data Protection Act 1998;
- 3 Carrying out the installation, de-installation, servicing or testing of the **telematic device**;
- 4 Enabling **us**, or any service partners, to keep **you** informed by post, electronic mail,

facsimile, telephone or text messaging about other products and services which may be of interest to **you**. **Your** information may also be disclosed and used for these purposes after **your** policy has been cancelled or lapsed. By providing **us** with **your** contact details, **you** consent to being contacted by these methods for these purposes. If **you** do not want to receive marketing information please write to:

**Wunelli Ltd**  
**Building 1000**  
**Lakeside**  
**North Harbour,**  
**Western Road**  
**Portsmouth**  
**PO6 3EZ**

- 5 General research and analysis, mapping purposes, and the supply of traffic information:
  - Road and vehicle usage including regarding road safety issues, real time traffic flow and volumes, journey times, distances and speeds, and analysis of junctions and the risk they represent;
  - Assessing the environmental impact of road and vehicle usage, including analysis of idle time spent at junctions;
  - Driving behaviour analysis and profiling including determining what constitutes safe and dangerous driving and the typical behaviours of average age ranges.
  - Analysis of the causes of, and forces involved in, crashes and other road incidents
  - Establishing and analysing trends amongst the UK population regarding each of the purposes set out above
  - Researching and refining techniques for analysing motor vehicle telematics data

When **your policy** is cancelled or you decide not to renew the policy your **vehicle** information will continue to be collected for the purposes of this section and in all such circumstances the information will be used anonymously and will not identify any individual, vehicle user, or the policyholder. If you do not want to allow this information to continue to be collected please let us know at the point of cancellation or if you decide not to renew.

- 6 Provision of the insurance services under the policy (including management of claims, underwriting and policy servicing). All underwriting development and claims investigations that may be required.

**We** may share this data with any relevant third parties. **We** may also disclose data to our **telematics** providers in order that they can separately control the processing of **your** personal data for these same purposes.

## Complaints Procedure – Coverbox Installation & Faults

Wunelli Limited, use only leading suppliers of vehicle Tracking Devices and our primary aim is to deliver unrivalled service to our customers. However, occasionally disputes or misunderstandings can happen.

### What you need to provide

If you have any enquiry or complaint relating to the Installation, a faulty Coverbox, or the repairs to a Coverbox, you should telephone the

administrator who will provide you with the contact details of your telematics supplier or visit your dashboard portal for the contact details. Alternatively,

Email: enquiries@coverbox.com

Please include your name and address, contact telephone numbers and full details of your enquiry or complaint to help us deal promptly with your request.

## What will happen next

We will do our best to resolve any complaint quickly and efficiently, but if we cannot resolve matters straight away, we will:

- send you a written acknowledgment of your complaint within 3 working days;
- provide details of who is handling your complaint, how to contact them and when you can expect our response.

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We aim to resolve your complaint within 1 week. If we cannot, we will send you a written update at that time to explain what is happening and let you know when we can expect to complete our investigations.

We expect that the majority of complaints will be quickly and satisfactorily resolved at this stage, but if you are not satisfied, you can take the issue further by contacting Wunelli on 02392 704111. Alternatively, write to

Wunelli  
1000Lakeside,  
NorthHarbour  
WesternRoad  
Portsmouth  
PO6 3EZ

Email: complaints@wunelli.co.uk

For our joint protection, calls may be monitored or recorded.

PART 14a

# Theft Tracking on Demand

In the event of theft of **your vehicle** we will attempt to locate and recover it using **Our** Theft Tracking on Demand service (TToD). The **telematic device** fitted to **your vehicle** has GPS/GSM tracking functionality. Please note that our ability to recover **your vehicle** is not guaranteed and that **we** are not liable for any costs associated with **your vehicle's** repair or replacement.

## How it works

If **you** discover that **your vehicle** has been stolen **you** must contact your claims department. The number is on the rear of this booklet, you will also be given the 24 hour Stolen vehicle Helpline which can also be found on your dashboard portal. Once you contact this line;

**you** will be connected directly to an adviser for immediate assistance. The adviser will verify **your** policy details and explain the Stolen vehicle Recovery procedure.

They will immediately start tracking **your vehicle** to establish its whereabouts. If **you** have not already done so, **you** will be asked to contact the Police to report the theft and call back immediately with a Police Incident Number as Police Forces require keyholder verification of a theft. **You** must also contact the **administrator** and follow the claims process in Section 10.

The Stolen vehicle Advisor will liaise with the relevant Police Force to seek to recover **your vehicle**. They have established procedures with the Police in their local language across Europe. When the Police secure the

stolen vehicle, arrangements will be made with **you** for the **vehicle** to be collected. However, the Police may require it to be taken to a secure compound for further investigation. **You** will be liable for any statutory Police recovery & storage charges. These are payable directly to the Police.

When the Police are ready to release **your vehicle**, they will arrange for it to be collected. If the vehicle is damaged, they will inform **you** so that **you** can organise recovery and repairs through **your insurer**.

If **your vehicle** is undrivable as the result of damage incurred during the theft. **The insurer** will pay the reasonable cost of taking it from the scene of the incident to the nearest competent repairer. After repairs the **insurer** will pay the reasonable cost of delivering it to **your** address in the **United Kingdom**. Please refer to Section 2 for full details of **your** policy cover.

## PART 15

# Complaints Procedure

BDML Connect, the **administrator**, is proud of its reputation for fairness in the way it deals with our policyholders. However, occasionally disputes or misunderstandings can happen. If **you** have any enquiry or complaint about the **administrator**, **us** or **your** policy or a claim made under it, **you** should first phone Customer Services on the telephone number on the back cover of this policy.

Or write to...

**The Quality Manager,  
BDML Connect Ltd,  
The Connect Centre,  
Kingston Crescent,  
Portsmouth,  
Hampshire, PO2 8QL**

**Email: [complaints@bdml.co.uk](mailto:complaints@bdml.co.uk)**

Please include **your** name and address to help them deal quickly with **your** enquiry.

**We** expect that the majority of complaints will be quickly and satisfactorily resolved at this stage, but if **you** are not satisfied, **you** can take the issue further.

If **your** complaint is against the **insurer**, the **administrator** will provide **you** with details so that **you** can contact the Chief Executive of the **insurer** identified in **your** current **schedule** and **Certificate of Motor Insurance**.

If the **insurer** concerned is a Lloyd's Syndicate **you** can contact:

**Policyholder & Market Assistance  
department  
Lloyd's Market Services  
One Lime Street  
London EC3M 7HA**

**Tel: 020 7327 5693**

**Fax: 020 7327 5225**

If the **administrator** or the **insurer** have given **you** a final response and **you** remain dissatisfied **you** may refer **your** case to the Financial Ombudsman Service (FOS).

**Financial Ombudsman Service,  
South Quay Plaza,  
183 Marsh Wall,  
London E14 9SR**

**Tel: 0845 0801800**

Please note that **you** have six months from the date of the final response in which to refer **your** complaint to the FOS. Referral to FOS will not affect **your** right to take legal action against **us** or the **insurer**.

For our joint protection, calls may be monitored or recorded.

## Financial Services Compensation Scheme (FSCS)

If **your insurer** or **administrator** were unable to meet **our** obligations **you** might be entitled to compensation under the Financial Services Compensation Scheme (FSCS). Further information about the Scheme is available from the FSCS website at [www.fscs.org.uk](http://www.fscs.org.uk) or by calling **us**.

For details of the Complaints Procedure for the Coverbox installation please see Part 14.

For details of the Complaints Procedure for Motor Legal Protection please see Part 16.

### PART 16

## Optional Motor Legal Protection

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**Your policy schedule will indicate if you have taken out cover under this Part of the policy.**

**Terms and Conditions of Policy. Please read this document carefully.**

This insurance policy has been arranged by Qdos Broker & Underwriting Services Limited and AccessBI Limited and is administered by Motorplus Limited (trading as ULR) on behalf of:

Groupama Insurance Company Limited, Registered in England No. 995253.

Registered Office: Groupama House, 24 – 26 Minories, London, EC3N 1DE.

Qdos Broker & Underwriting Services Limited, AccessBI Limited, Motorplus

Limited and Groupama Insurance Company Limited are authorised and regulated by the Financial Services Authority. This can be checked on the FSA's register by visiting the FSA's website at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting them on 0845 606 1234.

In return for the premium you have paid, We agree to insure you in accordance with the terms and conditions of this policy.

This is a contract of insurance between you and Qdos Broker and Underwriting Services Limited. The insurance provided covers *Legal Costs* subject to the terms, limits of indemnity, exclusions and conditions contained herein, in respect of an *Insured Incident* which occurs within the *Territorial Limits* and during the *Cover Period* for which you have paid or agreed to pay the premium.

This Certificate contains full details of your Policy, and details of how to make a claim. Please keep it safe with your motoring documents.

## Making a Claim

**To make a Claim call 0844 770 3080**

We are available 24 hours a day, every day.

You can ask for assistance where:

- you need temporary transport.
- you have suffered losses which your insurer does not refund ("uninsured" losses) but not including compensation for death or personal injury.

**This Policy can help where you have had a motor accident which was not your fault.**

## About Motorplus Legal Expenses

We are here to help with any motoring accident or emergency.

You can call us day or night, all year round.

We also provide telephone information services, which are detailed in this Policy.

We want you to obtain maximum benefit from this Policy. Please take a few minutes to read through the details and familiarise yourself with the services We can offer. If you have any queries, please contact your insurance provider, who will be happy to assist.

If you have a Motor Accident:

Fortunately motor accidents are rare. However, when they do occur, many people have no idea what to do.

You now have the protection of Motorplus Legal Expenses.

If an accident occurs:

- write down the details of each vehicle and driver;
- take the names and addresses of any witnesses;
- as soon as you can, call Us direct on 0844 770 3080.

PLEASE REMEMBER, We are here to help: if you are not sure what to do, call Us.

If your vehicle is undriveable We can make arrangements for it to be towed to a place of your choosing.

PLEASE NOTE: you will have to pay the towing fees. If the accident was not

your fault, We may be able to recover these costs from the responsible party or their insurers. However, in most cases the insurers will only pay the cost of towing to a repairer nearby.

If the accident was caused by another person, We may be able to supply a replacement hire vehicle if your own is undriveable or for the duration of repairs.

If you have "uninsured losses" (losses which your own insurers will not refund to you, such as lost earnings or policy excess but not including compensation for injuries) then once your claim is reported and accepted, We will try to recover these losses for you from the person who caused the accident or their insurers.

Claims are normally handled within our Claims Centre. We may appoint a solicitor to deal with the matter.

To make a claim call the Claims Centre on 0844 770 3080 or write to:

MotorPlus  
PO Box 141  
Norwich  
NR3 2JJ

We can also arrange for any messages to be forwarded to family or friends.

Please contact Motorplus Limited who will appoint a solicitor from their panel to deal with the claim on your behalf and if possible arrange for a hire vehicle.

For Legal Advice:

For telephone advice on any personal legal problem in the European Economic Area **call 01603 420 033**

We may monitor or record calls to assist Us in maintaining Our high standards.

When calling, please quote MotorPlus.

We will not accept responsibility if the Helpline Service is unavailable for reasons beyond *Our* control.

## Cancellation Right

We hope that you are happy with the cover this Policy provides. You have the right to cancel the Policy at any time by calling or writing to us. If you do this within 14 days of receiving the Policy then We will return the premium in full. This is called the "cooling off period". If you cancel at any other time, any refund of the premium or a proportion of it will be at *Our* discretion.

## Complaints Procedure

We will always do *Our* best to ensure your complete satisfaction, however if you do have cause to complain, please write in the first instance to the Chief Executive of MotorPlus at their head office:

Kircam House  
5 Whiffler Road  
Norwich  
NR3 2AL.

In the event you remain dissatisfied and wish to make a complaint you can do so by contacting the following:

The Claims Manager  
Qdos Broker & Underwriting Services Limited  
Qdos Court  
Rossendale Road  
Earl Shilton  
Leicestershire LE9 7LY  
Tel: 01455 850000  
Fax: 01455 841000

Please ensure your reference number is quoted in all correspondence to assist a quick and efficient response.

After this action if you are still not satisfied with the way a complaint has been dealt with, you may contact the insurer directly at the following address:

The Claims Manager  
Groupama Insurance Company Limited  
Groupama House  
24 – 26 Minorities  
London EC3N 1DE

If it is not possible to reach an agreement, you have the right to make an appeal to the Financial Ombudsman Service. This also applies if you are insured in a business capacity but have a group annual turnover of less than £1 million, or are a charity with an annual income of less than £1 million, or are a trustee of a trust with a net asset value of less than £1 million. You may contact the Financial Ombudsman Service (FOS) at:

Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London E14 9SR

Tel: 0845 080 1800  
Fax: 0207 964 1001

## Compensation Scheme

**Groupama Insurance Company Limited is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the Claim. Most insurance contracts are covered for 100% of the first £2,000 and 90% of the remainder of the Claim. You can get more information about compensation scheme arrangements from the FSCS.**

## Definitions

### Appointed Lawyer

The solicitor, solicitors' firm, barrister or other suitably qualified person appointed by *Us* to act for you.

### Conditional Fee Agreement

A written agreement between you and the *Appointed Lawyer* entered into pursuant to Section 58(1) Courts and Legal Services Act 1990 as defined in the Conditional Fee Agreement Regulations 1998 and an agreement between the *Appointed Lawyer* and counsel, if appropriate.

### Cover Period

The period beginning with the date of inception of this MotorPlus legal protection scheme and ending on the next expiry date of the motor insurance policy to which this MotorPlus legal protection scheme is annexed or 12 calendar months, whichever is the less.

### Insured Incident

An event which causes damage to the *Policyholder's vehicle* or to your personal property in it.

### Legal Costs

Professional fees which you are bound to pay, including reasonable fees or expenses incurred by the *Appointed Lawyer* whilst acting for you in the pursuit of a claim.

### Policyholder

The person who has taken out this Policy.

### Policyholder's vehicle

That vehicle specified in the motor insurance policy issued with this Policy, together with any caravan or trailer attached to such vehicle at the time of the *Insured Incident*.

### Territorial Limits

The United Kingdom.

### We/Our/Us

Groupama Insurance Company Limited and/or their agent Motorplus Limited trading as ULR.

### You/Your/Yourself

The *Policyholder* and any person driving or riding in or on the *Policyholder's vehicle* who is:

1. domiciled in the United Kingdom; and
2. authorised to drive the *Policyholder's vehicle* by the *Policyholder's* motor insurance certificate;
3. and has the *Policyholder's* permission to make a claim; but NOT including passengers in or on the *Policyholder's vehicle* at the time of the *Insured Incident*.

## This Policy Will Cover

Subject to the terms, conditions, exclusions and limitations in this Policy, We will pay *Legal Costs* to a maximum of £50,000.00 in order to pursue a claim directly arising from one or more *Insured Incidents*, occurring within the *Territorial Limits* and during the *Cover Period* and provided that the premium has been paid, if We deem that there are reasonable prospects of success.

Following an *Insured Incident* We will take all the details, collate the information about your losses and negotiate to try and recover them.

If a decision is appealed We will help in appealing or defending a appeal.

If an *Appointed Lawyer* is used, We will pay the *Legal Costs* for this.

## This Policy Will Not Cover

1. Any claim:
  - 1.1 which you do not report to *Us*

- within 180 days after the date on which the *Insured Incident* occurs;
- 1.2 relating to a contract involving the *Policyholder's vehicle*;
  - 1.3 arising whilst the *Policyholder's vehicle* is being used by anyone who does not have valid motor insurance.
2. *Legal Costs* of or relating to claims regarding:
    - 2.1 any deliberate or criminal act or omission''
    - 2.2 war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, terrorism, rebellion, revolution, military force or coup;
    - 2.3 radiation or radioactive contamination;
    - 2.4 the hazardous properties of any explosive, corrosive, invasive or toxic substance or material;
    - 2.5 sonic pressure waves;
    - 2.6 a dispute with *Us* or with your insurance broker or provider;
  - 2.7 any computer, electric, electronic or mechanical error;
  - 2.8 death or personal injury.
3. *Legal Costs* incurred:
    - 3.1 before *Our* written acceptance of a claim;
    - 3.2 whilst you are bankrupt, in administration or in receivership, or if you have entered into a composition with creditors.
  4. The balance of *Legal Costs* incurred over and above any figure *We* have previously agreed.
  5. *Legal Costs* incurred during any legal action you take which *We* have not agreed to, or where you do anything that hinders *Us* or the *Appointed Lawyer*.

Please Note

We may elect not to assist with a claim, or cease to deal with it if it appears to

*Us* at any stage that the claim does not have reasonable prospects of success.

In the event of a claim please do not appoint *your* own solicitor as this will invalidate the cover provided by this Policy.

We may not be able to assist you if an accident was caused by an uninsured or untraced motorist.

This Policy does not extend to passengers.

This Policy does not cover the costs of a claim for compensation arising from death or personal injury, in respect of which separate legal funding such as a *Conditional Fee Agreement* would be necessary.

## General Conditions

1. You must:
  - 1.1 abide by the terms and conditions of this Policy;
  - 1.2 try to prevent or minimise *Legal Costs* wherever possible;
  - 1.3 send *Us* everything *We* ask for in writing.
2. We can:
  - 2.1 take over any claim or proceedings at any time and conduct them in *your* name;
  - 2.2 negotiate or settle any claim or proceedings on *your* behalf;
  - 2.3 contact you direct at any time concerning a claim.
3.
  - 3.1 An *Appointed Lawyer* will be appointed by *Us*, representing you pursuant to *Our* standard terms of appointment.
  - 3.2 The *Appointed Lawyer* will have direct contact with *Us* and must co-operate fully with *Us* at all times.
  - 3.3 You must co-operate fully with the *Appointed Lawyer* and with *Us*, keeping *Us* informed and attending meetings or hearings

- as may be required at your own expense.
- 3.4 You must give the *Appointed Lawyer* any instructions that We request.
  - 3.5 If it becomes necessary to appoint a lawyer to assist you before the issue of court proceedings We will choose the *Appointed Lawyer*. If by the date when it is necessary to issue court proceedings We have not already chosen an *Appointed Lawyer*, you can nominate one by sending Us the name and business address of a suitably qualified person. We may choose not to accept your nominee if they are unable to agree terms with Us. If there is a disagreement over the choice of *Appointed Lawyer* another suitably qualified person can be appointed to decide the issue (see 3.11 below).
  - 3.6 You must at Our request instruct the *Appointed Lawyer* to have any *Legal Costs* taxed, assessed or otherwise audited.
  - 3.7 You must take all necessary steps to assist the recovery of *Legal Costs* from any other party, and pay Us any *Legal Costs* so recovered.
  - 3.8 We will not be bound by any undertaking or other promise or assurance you may give to the *Appointed Lawyer* or which you or the *Appointed Lawyer* give to any other person.
  - 3.9 If you or the *Appointed Lawyer* terminate their retainer, We will consider the reasons for this. We may then terminate the cover provided by this Policy or We may agree to appoint another *Appointed Lawyer*.
  - 3.10 If you settle, withdraw or abandon a claim without Our prior agreement, or fail to give suitable instructions to the *Appointed Lawyer*, the cover We provide will end immediately and We will be entitled to reclaim from you any *Legal Costs* paid by Us.
  - 3.11 If We and you disagree about the choice of *Appointed Lawyer*, or about the handling of a claim, We and you can choose another suitably qualified person to decide the matter, agreeing the choice of this person in writing. If this is not possible We will ask the President of the relevant national Law Society to nominate a suitably qualified person. The Party whose choice is rejected must pay the costs and fees incurred in resolving the disagreement.
  - 3.12 This Policy does not cover the costs of a claim for compensation arising from death or personal injury, in respect of which separate funding such as a *Conditional Fee Agreement* would be necessary.
- 4.
  - 4.1 You must inform Us of any proposal to settle a claim including any Payment into Court. If you reject an offer which We consider reasonable We may refuse to pay any further *Legal Costs*.
  - 4.2 You must not negotiate or agree to settle a claim without Our prior approval.
5. We may elect to pay you the amount of damages you are claiming, instead of starting or continuing a claim.
  6. We may if We see fit require that you obtain Counsel's Opinion from a barrister agreed by you and Us, as to the merits of a proposed claim or proceedings. You will be responsible for the costs of obtaining the Opinion, but if this indicates that there are reasonable grounds for the pursuit of a claim or proceedings, We will refund Counsel's fees.

7. We can cancel this Policy at any time by giving you 21 days' notice in writing.
8. We will not pay any claim that is covered by any other policy of insurance or by trade union membership, or any claim that would have been covered by any other policy of insurance or by trade union membership if this Policy did not exist.
9. Apart from Us, only you may enforce all or any part of this Policy, and the rights and interests arising from or connected with it. This means that the Contract (Rights of Third Parties) Act 1999 does not apply to the Policy in relation to any third party right or interest.
10. This insurance is written in English and all communications about it will be in English. Unless otherwise agreed this insurance is governed by English law.
11. Any Act of Parliament mentioned in the Policy includes equivalent laws in the relevant jurisdiction in which any claim arises.

## Your Questions Answered

**This does not form any part of the policy and is for peace of mind only.**

**Why do you need to install a coverbox in my car?**

*The coverbox that we install in your car enables us to retrieve the vehicle if it is stolen and it also collects various information from the vehicle such as location, when and how its driven, and where its kept overnight. If any of the*

*information that you provided us with at the point you purchased the policy regarding the number of miles you will drive, and if they are in peak, non peak or super peak hours or the location of the vehicle overnight is different to declared then we may adjust your premium.*

**I don't agree with the mileage that is showing on my personal portal 'dashboard' what do I do?**

*Contact the Administrator who will investigate for you*

**I am selling my car what do I do about the box?**

*You need to tell the new owner that the box is in place and when you contact the Administrator let them know the new owner details. If you would like to transfer your Coverbox policy to another car then the Administrator will arrange this for you*

**What happens to my insurance costs if the box stops working?**

*We will be able to identify if the box has stopped working or you may notice from the information in your personal dashboard that there is an error and contact your Administrator. The technology in the box allows us to fix it remotely on over 90% of cases, if that is not possible we will send a representative to identify the problem and fix it or replace the box. Whilst the box is not operating we will charge you a daily rate.*

**Until my box is fitted what will be the cost of my insurance?**

*We charge you a daily rate, based on the forecast mileage that you gave us*

for the quote, until the box is fitted. The box should be installed within 10 days of the policy being purchased.

### **How do you work out how much my Coverbox insurance for the year will cost if I haven't driven the miles yet?**

*This is just the same as with standard motor insurance policies, you answer a set of questions that calculates an annual premium. With Coverbox there are two differences;*

*We also ask when you think those miles will be driven during the day/night We are able to validate via our coverbox when and where you do drive, and where you keep the vehicle overnight and we can adjust your premium. That is why it is important to think about the miles you will drive and when you drive the most.*

### **How could my premium be adjusted during the year?**

*The coverbox that we install in your car that enables us to retrieve the vehicle if it is stolen also collects various information from the vehicle such as location, when and how its driven, and where its kept overnight. If any of the information that you provided us with at the point you purchased the policy regarding the number of miles you will drive, and if they are in peak, non peak or super peak hours or the location of the vehicle overnight is different to declared then we may adjust your premium. It could also be adjusted or the policy could be cancelled if the information we collect from the documents that you are required to provide us with at the point of installation is different to that declared at the point of purchase.*

### **How does the box work?**

*The box collects driving information such as location, mileage and times and it lets us know the miles that you drive and at what time you drove them. Based on the this we can amend your premium.*

### **If I don't drive my car for a couple of months will I not be charged anything?**

*The insurance is comprehensive, so even if you are not driving the car it will still be insured for theft and accidental damage as per the policy conditions so the premium wouldn't be adjusted.*

### **What if I don't have my V5 (log book) available, will you still be able to install the coverbox?**

*If you have just purchased the car and sent off the documents to the DVLA you will still have a section that you should have retained, we can accept this at installation, but we provide you with an upload facility on your personal dashboard that you can use to scan and send us the document when you receive it. If you have recently purchased a brand new vehicle and have not yet received the V5 from the DVLA, we can accept the purchase order or invoice from the garage where the vehicle was bought.*

### **What if I don't have my proof of no claims discount?**

*The installation can still take place but if we do not receive proof then we will remove the discount from your policy.*

## How does the theft tracking work?

If your car is stolen then you need to contact the police, obtain a crime reference number from them and advise them that your car is fitted with a tracking device. Contact the theft helpline number on your dashboard portal and give them your policy number and the crime reference number. They will then trace your vehicle and notify the police. You should also notify the claims helpline that the vehicle has been stolen.

## I am at the scene of the accident - what do I do?

- a) Note the registration number of the other vehicle(s) involved.
- b) Ask the names, addresses and telephone numbers of the other people involved and any witnesses. Also ask for the name, address and policy number of the other party's insurer.
- c) Make a sketch plan of the scene of the accident and make a note of the road name, and the address of any property that has been damaged.
- d) Do not admit responsibility or sign any statement to this effect. It is appreciated that due to the circumstances of the incident this may cause offence to the other party involved. Your best response is to state that your insurance policy prohibits you from admitting liability without your insurer's written agreement.
- e) If the accident results in damage to another vehicle, an animal or other property, to comply with the

Law you must stop and give your name and address, and registration particulars of the vehicle (along with the owner's name and address, if different) to anybody requiring the information.

- f) If anyone other than yourself is injured you must show your Certificate of Motor Insurance to the police or to any other person reasonably asking. If you cannot do this at the time of the accident, report the accident to the Police as soon as possible and, in any case, within 24 hours.
- g) If you have caused damage to another vehicle or property, you must also show your Certificate of Motor Insurance to any person reasonably requiring you to do so.

## My vehicle is disabled – what should I do?

Your cover is Comprehensive and the reasonable cost of removal of your vehicle will form part of your claim against your insurer, subject to the deduction of an Excess applicable.

## How do I inform my insurer of the accident?

Call the Customer Claim Line telephone number shown on the back cover of this policy. They will arrange for a report form to be sent to you for completion and will give you initial advice on how the claim may proceed. If you are only reporting an accident and do not intend to make a claim under your policy, it is still necessary to complete an accident report form. You should, in these circumstances, place a tick in the box at the top of the form to state that the accident report is for information purposes only.

**As a result of the accident, my vehicle has been damaged - can I go ahead and get it repaired?**

*Specific instructions will be given to you when you contact the Administrator to notify them of the accident. You should not authorise repairs without our approval.*

**I have now received a report form - what do I do?**

*Ensure that you complete every question on the form - providing as much detail as possible. Date and sign the form where indicated and return to sender. The processing of many claims is substantially delayed by the policyholder failing to provide full information or omitting to include details requested.*

**I have received some correspondence relating to the accident - do I answer it myself?**

*It is a requirement of your policy to notify your insurer of every letter, claim, writ, summons and any other document that you receive. Please forward any correspondence received immediately to your insurer (do not answer or acknowledge it). You must also tell us of any impending prosecution, coroner's inquest or fatal accident inquiry involving any person insured by the policy.*

**The other party involved in the claim seemed a reasonable person, can I negotiate my claim with them?**

*No, you should not enter into any negotiation yourself with third parties*

*relating to any claim which you are making under your own insurance policy.*

**My vehicle has now been repaired and the garage has asked me to pay them the Policy Excess - should I pay them?**

*Yes, but only if you are satisfied with the quality of the repair. You should always obtain a receipt as this will be required if a claim for uninsured losses is to be pursued.*

**Am I entitled to hire a vehicle whilst my vehicle is off the road?**

*Not under your policy. If the accident is the fault of someone else and you feel it is necessary to hire alternative transport then it may be possible to recover your outlay against the other party. Just because someone damages your vehicle it does not necessarily mean you can go out and hire another vehicle at their expense.*

**Will the accident affect my 'No Claim Discount'?**

*It is important to appreciate that your insurer provides a 'no claim discount' - not a 'no blame discount' - for example, if your vehicle is parked and is hit by another vehicle whose driver leaves the scene without providing his name and address then unfortunately if you make a claim under your policy (except for windscreen/glass breakage) your entitlement to a 'no claim discount' will be affected. However, this would not have been so if your insurer had been able to recover their outlay in full from the guilty party. If you enjoy 'no claim discount protection' under your policy your entitlement will not be affected provided you have*

not exceeded the permitted number of claims. You should refer to the 'no claim discount' clause on your policy Schedule and if you are in any doubt please ring the Administrator.

### **My windscreen has been smashed - how can I arrange for a replacement?**

Providing windscreen/glass is covered by your policy you can:

- a) Contact AA Autowindshields for a replacement (refer to Part 5 of this policy). You will be required to pay the Excess and AA Autowindshields will invoice your insurer for the balance. This Excess is not payable if the glass is repaired and not replaced.
- b) Pay for the repair/replacement and claim back the cost, less the Excess from your insurer. If you chose not to use AA Autowindshields then you must obtain a claim form from the Administrator and then send this to your insurer, fully completed, together with the receipted account for repair/replacement. Your insurer will then reimburse, less the Excess, up to a maximum value of £150 in respect of any one occurrence.

### **My insurer tells me my vehicle is a 'write-off' - how much should I settle for?**

Many people think that if their vehicle is a 'write-off' they are entitled to sufficient money to be able to purchase a similar vehicle from the Motor Trade. In fact, the basis of motor insurance 'write-off' payment is for the insurer to pay the Insured the amount of money that could have reasonably been expected for the sale of the vehicle on the open market

immediately prior to the damage occurring. If, however, your vehicle is within one year of its first registration by you please refer to your motor insurance policy. With certain insurers your entitlement is limited to the market value of your vehicle. If this limit applies then your policy Schedule will have been endorsed accordingly.

### **The damage to my vehicle is not severe - should I claim?**

There are many considerations which you should take into account - such as the policy Excess which will be deducted, the potential loss of your 'no claim discount', whether or not the other party is going to claim against your policy - which may affect your discount entitlement. You have a duty to inform the Administrator of the incident and if you have any doubts over whether you should claim or not this would be an opportune time to discuss it with them.

### **Who will assist me to recover my 'uninsured losses'?**

An 'uninsured loss' is as it sounds - a loss sustained for which you carry no insurance. Examples of these are: your Excess under a Comprehensive motor policy, damage caused to your vehicle by another party when you do not have Comprehensive cover and the hire of another vehicle whilst yours is being repaired.

**Note: If you have any problems or enquiries please contact the Administrator on their Customer Services telephone number shown on the back cover of this policy.**

**Coverbox Customer Service**

**0844 561 1301**

**Coverbox Renewals**

**0844 561 1463**

**Coverbox Customer Claims Line**

**0844 770 3080**

## Useful Telephone Numbers

[www.coverbox.co.uk](http://www.coverbox.co.uk)