

# Policy Summary – Covered Owner Learner Driver Insurance

The motor policy is designed to provide comprehensive cover when you are learning to drive in your own car; or a car that is registered in your name under the supervision of an accompanying driver provided such person is:

- over 30 years of age and has held a current full UK/EU/EEA Driving Licence for a minimum of 3 years and has been a resident in the United Kingdom for a minimum of 2 years; or
- a current qualified Driver and Vehicle Standards Agency (DVSA) Examiner; or
- a current DVSA registered qualified Approved Driving instructor (ADI) or Potential Driving Instructor (PDI).

The insurance is underwritten by Catlin Insurance Company (UK) Ltd. and administered by 3XD Limited.

**Important:** This summary does not contain the full terms and conditions of the insurance contract which can be found in the insuring policy document, a copy of which is available on request also provided when you take out the cover. This summary does not form part of your contract of insurance.

You should take time to read through the policy document to ensure that the full scope of cover meets your demands and needs and regularly review your cover to ensure that it continues to meet them.

You should contract the administrator as soon as practicably possible if any circumstances change, for example, if you or the vehicle keeper moves home, you pass your DVSA Practical Driving Test so that, in the event of a claim, you still have adequate and valid insurance cover.

If you would like a copy of the policy document before you take out the cover you can telephone the administrator on 0345 519 4969 and they will send you a copy.

#### **Duration of the Cover**

This is a short-term policy and you can select the period of cover from the options of 28 Days, 56 Days, or 84 Days.

## Section 1: Damage to the Car

If the car is damaged whilst you are driving under supervision it will be our decision whether to repair, replace it or pay the cash amount of the damage.

The excess under this section is stated in the schedule. If we pay this sum on your behalf you will have to repay us.

The main exclusions are listed below full terms and conditions can be found on page 8 of the policy document

- loss of use of the car;
- more than the manufacturer's last list price of any part or accessory:
- wear and tear being a reduction in value through age, natural deterioration, ordinary use, depreciation due to use, lack of maintenance or damage which happens gradually over a period of time, mechanical, electrical, electronic or computer breakdowns, failures and breakages, or breakages of any part directly due to application of brakes or to road shocks;
- damage to tyres caused by braking, punctures, cuts or bursts;
- any reduction in the market value of the car as a result of repairs to the car;
- the cost of draining and cleaning or the cost of repairs for any damage to the car as a result of the incorrect type or grade of fuel being used.

## Section 2: Fire and Theft Cover

If the car is lost or damaged whilst you are driving under supervision by:

- Fire, lightning, self-ignition or explosion; or
- Theft or any attempted theft.

It will be our decision whether to repair, replace it or pay the cash amount of the loss or damage.

If the car is lost by theft we will only make payment if it has not been recovered within 42 days of the date upon which the theft was reported to us.

The excess under this section is stated in the schedule. If we pay this sum on your behalf you will have to repay us.

The main exclusions are listed below, full terms and conditions can be found on pages 8 and 9 of the policy document

- loss of use of the car;
- more than the manufacturer's last list price of any part or accessory;
- loss of the car by deception by any purported purchaser or their agent or loss of proceeds of sale;
- any loss or damage by the theft or attempted theft whilst the ignition keys of the car have been left in or on the car;
- any reduction in the market value of the car as a result of repairs to the car.

## Section 3: Third Party Cover

We will insure you for all amounts you may be legally liable to pay in respect of:

- death of or injury to any person; and
- accidental damage to any person's property (including animals) up to a maximum of £20,000,000 in respect of one accident or series of accidents arising out of one event;

involving the car but only if (a) your certificate of insurance allows, (b) you are using a car with the owner's permission for the purposes of learning to drive and (c) you were being supervised by the accompanying driver at the time of the event.

The main exclusions are listed below, full terms and conditions can be found on pages 9 and 10 of the policy document

- loss of or damage to any car or trailer which you or any person covered under this policy is towing;
- death of or injury to anyone while they are working for you or any other person covered by this policy, except as set out in the Road Traffic Act 1991 or any subsequent or amending legislation:
- damage to property or injury to animals owned or held in the trust, custody or control of you or any other person covered by this policy;
- anyone driving the car has never held a licence to drive it or who is disqualified from holding or obtaining such a licence;
- anyone entitled to cover under any other contract of insurance.

## Section 4: Legal Costs

In dealing with or defending any claim under this section we will pay legal fees at our discretion.

### Section 5: Audio and Visual Equipment

We will provide cover in respect of loss of or damage to audio and visual equipment and components (excluding car telephones, mobile telephones, cassettes, tapes and disks) up to £800 whilst such equipment and components are permanently fitted to the car.

The excess under this section is stated in the schedule. If we pay this sum on your behalf you will have to repay us.

We will not provide cover under this section if the car is an open or convertible car.

# Section 6: Personal Belongings

We will pay up to a maximum of £100 in respect of any loss of or damage to personal belongings whilst in the car.

The main exclusions are listed below, full terms and conditions can be found on page 11 of the policy document

- loss of or damage to goods or samples carried in connection with any business or trade;
- loss of or damage to money, credit cards, stamps, tickets, documents, securities, jewellery, furs of any description, car telephones, mobile telephones, electronic navigation aids or any similar equipment;
- theft of any property carried in an open or convertible car unless stolen from a locked boot.

#### **Section 7: Medical Expenses**

If any person in the car is injured in an accident whilst you are driving under supervision we will pay the medical expenses incurred up to £250 for each person injured.

#### **Section 8: Emergency Treatment**

We will pay for emergency medical treatment as required by the Road Traffic Act 1991 or any subsequent or amending legislation.

## **Significant Limitations**

This policy only applies in England, Scotland and Wales, the Isle of Man, the Island of Guernsey, the Island of Jersey, and the Island of Alderney. There is no cover provided for foreign use and transit. Driving by you under this policy is restricted to you in person and the policy is only effective while you hold a current UK Provisional Driving Licence.

For cover to be operative at the time of any incident likely to give rise to a claim under this policy you must at the time of the incident be in the process of receiving driving tuition or taking an official Driver and Vehicle Standards Agency (DVSA) practical driving test or be supervised by the accompanying driver.

#### Driving by the accompanying driver

Cover is extended to allow the accompanying driver to drive only in the following circumstances:

- while you are receiving driving tuition in the car or undergoing an official Driver and Vehicle Standards Agency (DVSA) practical driving test it is necessary in exceptional circumstances for the accompanying driver to drive the car in order to complete the journey, return the car to the driving test centre or return the car to your home or its normal garaging address; or
- if you pass your official Driver and Vehicle Standards Agency (DVSA) practical driving test cover is provided for the accompanying driver to return the car to your home or its normal garaging address.

## After completing your DVSA Practical Driving Test

All cover under the policy will cease as soon as you pass your Driver and Vehicle Standards Agency (DVSA) practical driving test other than the limited cover shown above and you must return your certificate of insurance to the administrator for cancellation as soon as practicably possible. Any return of premium due to you will be calculated at a proportional daily rate depending on how long the policy has been in force unless you have made a claim in which case the full premium is due.

## **Cooling Off Period and Cancellation**

- Applicable to Policies of 28 Days
  - Statutory Cancellation Rights Cooling-Off Period There are no statutory cancellation rights under this policy, as all periods of cover will have ended within a period of thirty (30) days from the date of commencement
  - o Your Right to Cancel

You are entitled to cancel this policy by notifying us in writing or by telephone on 0345 519 4969. Any return of premium due to you will be calculated at a proportional daily rate depending on how long the policy has been in force unless you have made a claim in which case the full premium is due.

The administrator will charge you an administration fee

of GBP 20 in the event you cancel the policy.

- Applicable to Policies of 56 and 84 Days
  - Your Right to Cancel during the Cooling-Off Period You are entitled to cancel this policy by notifying us in writing or by telephone on 0345 519 4969 within fourteen (14) days of either:
    - the date you receive this policy; or
    - the start of your period of insurance whichever is the later.

If this policy is cancelled before the start of your period of insurance a full refund of any premium paid will be made, otherwise any return of premium due to you will be calculated at a proportional daily rate depending on how long the policy has been in force unless you have made a claim in which case the full premium is due.

o Your Right to Cancel

You are entitled to cancel this policy after the cooling-off period, if applicable, by notifying us in writing or by telephone on 0345 519 4969. Any return of premium due to you will be calculated at a proportional daily rate depending on how long the policy has been in force unless you have made a claim in which case the full premium is due.

The administrator will charge you an administration fee of GBP 20 in the event you cancel the policy.

Our Right to Cancel – Applicable to All Policies

We are entitled to cancel this policy, if there is a valid reason to do so, including for example:

- o any failure by you to pay the premium; or
- the car you are learning to drive in does not have main insurance cover (in the name of the car owner) in place throughout the period of insurance; or
- a change in risk occurring which means we can no longer provide you with insurance cover; or
- non-cooperation or failure to supply any information or documentation we request, such as details following an accident:

by giving you seven (7) days' notice in writing. Any return of premium due to you will be calculated at a proportional daily rate depending on how long the policy has been in force unless you have made a claim in which case the full premium is due.

In the event that we cancel the policy as a result of the car not having main insurance cover in place the administrator will charge you an administration fee of GBP 20, you will not be charged a fee if we cancel for any other reason.

Under the Road Traffic Act 1991 or any subsequent or amending legislation, it is an offence not to surrender your certificate or insurance within seven (7) days of the cancellation date.

**General Policy Exclusions and General Policy Conditions** are available on pages 12 and 13 of the policy document

#### **Making A Claim**

If you need to make a claim, please telephone us as soon as practicably possible on 08000 665364.

You must take all practical steps to ensure the safety of the damaged car and its accessories. We will not pay for any increase in damage as a result of the car being removed by its own power following an accident.

We have full discretion over the conduct of any proceedings and settlements of claims. You or any other person covered under this policy must give us all the assistance and information possible and produce a copy of the driver's licence if requested.

#### Complaints

If you have any questions or concerns about the policy or the handling of a claim you should contact:.

3XD Limited PO Box 672 Longridge Preston Lancashire PR3 8AD

Telephone Number: 0345 519 4969

If you wish to make a complaint, you can do so at any time be referring the matter to:

Complaints Manager Catlin Insurance Company (UK) Ltd. 20 Gracechurch Street London EC3V 0BG

Telephone Number: 0207 743 8487

Email address: xlcatlinukcomplaints@xlcatlin.com

If you remain dissatisfied after the Complaints Manager has considered your complaint, or you have not received a final decision within eight (8) weeks, you can refer your complaint to the Financial Ombudsman Service at.

Exchange Tower London E14 9SR

Telephone Number: 0800 0234 567

(Free for people phoning from a fixed line for example a landline at home) or 0300 1239 123 (Free for mobile phone users who pay a monthly charge for numbers starting 01 and 02)

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

The Financial Ombudsman Service can look into most complaints from consumers and small businesses. For more information contact them on the above number or address, or view their website: <a href="https://www.financial-ombudsman.org.uk">www.financial-ombudsman.org.uk</a>

The European Commission also provides an on-line dispute resolution (ODR) platform that allows consumers to submit their complaint through a central site, which will forward the complaint to the right Alternative Dispute Resolution (ADR) scheme. The ADR scheme for Catlin Insurance Company (UK) Ltd. is the Financial Ombudsman Service, which can be contacted directly using the contact details above. For more information about ODR please visit http://ec.europa.eu/odr

## Law, Jurisdiction and Language

The parties are free to choose the law applicable to this policy. Unless specifically agreed to the contrary this policy shall be governed by the laws of England and subject to the exclusive jurisdiction of the courts of England and Wales. Unless otherwise agreed, the language of this policy shall be English.

## Compensation

If we are unable to meet our liabilities under this insurance you may be entitled to compensation from the Financial Services Compensation Scheme (FSCS). Further details can be obtained from the FSCS.

## Other Information

Under the Road Traffic Act 1991 or any subsequent or amending legislation, it is an offence to make any false statements or withhold any material information in order to obtain a cover note or Certificate of Motor Insurance.

Catlin Insurance Company (UK) Ltd. is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference No. 423308)

Covered Learner Driver Insurance is a trading style of Covered Insurance Services Limited who is an appointed representative of 3XD Limited, PO Box 672, Longridge, Preston PR3 8AD who are authorised and regulated by the Financial Conduct Authority under firm reference 469379.

You can check this out on the FCA's website at www.fca.org.uk which includes a register of all the firms they regulate or by calling the FCA on 0800 111 6768.

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