

## Covered Owner Learner Driver

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**Policy document for short period car insurance,  
for learner drivers who own the vehicle they are  
learning to drive in.**

## Introduction

This is **your** Covered Owner Learner Driver Insurance **policy**. This **policy** makes up **your** insurance documents. **You** should keep this **policy** in a safe place.

This **policy** describes the contract of insurance between **you** and **us** and it is important that **you** read it carefully to ensure it meet **your** needs.

The **policy** is designed to provide comprehensive cover when **you** are learning to drive in **your** own **car** being a **car** registered in **your** name, under the supervision of an **accompanying driver**, or when taking an official Driver and Vehicle Standards Agency (DVSA) practical driving test with a current qualified Driver and Vehicle Standards Agency (DVSA) Examiner.

In return for paying the premium, **we** will insure **you** under the terms and conditions of this **policy** for any insured event that takes place in the **period of insurance** within the **territorial limits**.

The **administrator** is 3XD Limited who administer **your policy** on behalf of Covered Insurance Services Ltd and **us**. Please contact the **administrator** as soon as practicably possible if **you** have any queries about any aspect of this **policy**.

## Important Numbers

If **you** need any more information about any aspect of this **policy** please call:

- (a) 0345 519 4969 for cover queries
- (b) 0333 555 5909 for claim queries

The lines are open 9am to 6pm Monday to Friday with emergency assistance for claim queries available 24 hours a day.

## Information You Have Given Us

In deciding to accept this policy and in setting the terms including premium **we** have relied on the information which **you** have provided to **us**. **You** must take care when answering any questions **we** ask by ensuring that any information provided is accurate and complete.

If **we** establish that **you** deliberately or recklessly provided **us** with untrue or misleading information **we** will have the right to:

- (a) treat this policy as if it never existed;
- (b) decline all claims; and
- (c) retain the premium;

If **we** establish that **you** carelessly provided **us** with untrue or misleading information **we** will have the right to:

- (i) treat this policy as if it never existed, refuse to pay any claim and return the premium **you** have paid, if **we** would not have provided **you** with cover;
- (ii) treat this policy as if it had been entered into on different terms from those agreed, if **we** would have provided **you** with cover on different terms;
- (iii) reduce the amount **we** pay on any claim in the proportion that the premium **you** have paid bears to the premium **we** would have charged **you**, if **we** would have charged **you** more.

**We** will notify **you** in writing if (i), (ii) and/or (iii) apply.

If there is no outstanding claim and (ii) and/or (iii) apply, **we** will have the right to:

- (1) give **you** seven (7) days' notice that **we** are terminating this policy; or
- (2) give **you** notice that **we** will treat this policy and any future claim in accordance with (ii) and/or (iii), in which case **you** may then give **us** seven (7) days' notice that **you** are terminating this policy.

If this policy is terminated in accordance with (1) or (2), **we** will refund any premium due to **you** in respect of the balance of the **period of insurance**.

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

## **Cancellation and Cooling-Off Period**

### **(a) Applicable to Policies 28 days**

#### **(i) 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.

#### **(ii) 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**.

### **(b) Applicable to Policies of 56 and 84 days**

#### **(i) 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:

- (1) the date **you** receive this **policy**; or
- (2) 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.

#### **(ii) 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**.

### (c) **Our Right to Cancel**

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

- (i) any failure by **you** to pay the premium; or
- (ii) a change in risk occurring which means **we** can no longer provide **you** with insurance cover; or
- (iii) 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.

- (iv) Where we reasonably suspect or have evidence of criminal or fraudulent activity, we may cancel your policy without any notice.

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.

### **Change in Circumstances**

**You** must tell **Us** as soon as practicably possible of any changes in the information **You** have provided to **Us** which happens before or during any **Period of Insurance**.

If **you** change the **car** or purchase another **car** to which **you** want **your** existing cover to apply or make changes to the drivers, **your policy** will no longer be valid and claims will not be met until an updated **Certificate of Insurance** has been issued.

When **we** are notified of a change **we** will tell **you** if this affects **your** policy. For example **we** may cancel **your** policy in accordance with the Cancellation and Cooling-Off Provisions, amend the terms of **your** policy or require **you** to pay more for **your** insurance. If **you** do not inform **us** about a change it may affect any claim **you** make or could result in **your** insurance being invalid.

### **Third Party Rights**

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

### **Data Protection Notice**

This Data Protection Notice explains how KGM and **Your** Insurers may use **Your** personal details. It tells **You** about the registers and databases that KGM and **Your** Insurers and others have in place that help to detect and prevent fraudulent applications and claims, and must be shown to any party related to this insurance. In accepting this Insurance it will be understood that **You** have read and accepted the terms of this Data Protection Notice.

All phone calls relating to applications and claims may be monitored and recorded and the recordings used for fraud prevention and detection, training and quality control purposes.

KGM and **Your** Insurers will process **Your** details in accordance with the Data Protection Act and/or other applicable legislation in force. It is necessary to collect **Your** personal data so that KGM and **Your** Insurers can assess the terms of **Your Policy** or handle any claims made. **Your** consent to use **Your** data is required.

**You** are entitled to receive a copy of the information KGM and **Your** Insurers hold about **You**. If **You** require a copy of **Your** data or have any questions please contact:

**The Compliance Officer  
KGM Underwriting Services Ltd  
2<sup>nd</sup> Floor  
St James House  
27-43 Eastern Road  
Romford  
Essex  
RM1 3NH  
E-Mail: [DPO@KGMUS.co.uk](mailto:DPO@KGMUS.co.uk)**

For more information on the Data Protection Act **You** may also write to the Office of the Information Commissioner at:

**Wycliffe House  
Water Lane  
Wilmslow  
Cheshire  
SK9 5AF  
Tel: 0303 123 1113 or 01625 54 57 45  
E-mail: [mail@ico.gsi.gov.uk](mailto:mail@ico.gsi.gov.uk)**

## **Your Data**

Please be aware that only where relevant KGM and **Your** Insurers use and may share **Your** details with approved organisations/bodies for the following purposes not limited to but including:

- Underwriting
- Fraud Prevention
- Claims Management
- Complaints Handling
- Electronic Licensing
- Continuous Insurance Enforcement
- Law enforcement (prevention, detection, apprehension and/or prosecution of offenders)
- The provision of government services aimed at reducing the level of uninsured driving

Dependant on the type of Insurance contract the organisations **Your** data may be shared with will include the following bodies/organisations:

- The Police – for the purpose of law enforcement
  - The Insurance Fraud Bureau – for the purpose of fraud prevention
  - The Claims & Underwriting Exchange – for the purpose of fraud prevention
  - Other Insurers – for the purpose of claims and/or complaint resolution
  - The Motor Insurance Anti Fraud & Theft Register – for the purpose of fraud prevention
  - The Motor Insurance Database (MID) – for the purpose of statutory enforcement, fraud prevention & claims settlement
  - The DVLA – see MID
  - The DVANI – see MID
  - Lloyds & FOS – for the purpose of complaint resolution
  - Employers Liability Tracing Office – for the purpose of identifying the insurer concerned in the event of a claim
  - Marine Mortgage Provider – to confirm insurance is in place to the Mortgage provider
  - Risk Management Consultants – appointed by the Insurer for the purpose of risk review & management
  - Crif – for the purposes of identity validation and prevention of fraud
- As part of the identity verification process, **Your** information will be checked against a range of databases/registers and a 'soft footprint' will be left on **Your** credit file for a period of 12 months. Unlike

standard credit checks, soft footprints do not affect **Your** credit score and you are the only person who can view them on **Your** credit report.

Note – The above list is not exhaustive but is designed to cover the majority of cases. Any organisation not listed will be properly approved.

Any organisations or bodies KGM share **Your** data with will only use **Your** data for the purposes set out in the KGM Privacy Policy which can be viewed on the KGM website at [www.kgminsurace.co.uk](http://www.kgminsurace.co.uk). Before sharing **Your** data with any third party, KGM will ensure that the third party has the appropriate technical and organisation measures in place to protect **Your** data.

## Fraud

If **you**, or anyone acting for **you**, makes a fraudulent claim, for example a loss which is fraudulently caused and/or exaggerated and/or supported by a fraudulent statement or other device, **we**:

- (a) will not be liable to pay the claim; and
- (b) may recover from **you** any sums paid by **us** to **you** in respect of the claim; and
- (c) may by notice to **you** treat this **policy** as having been terminated with effect from the time of the fraudulent act.

If **we** exercise **our** right under (c) above:

- (i) **we** shall not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **our** liability under this **policy** (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and
- (ii) **we** need not return any of the premium paid.

## Sanctions

**We** shall not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

## Law and Jurisdiction

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.

## Language

Unless otherwise agreed, the language of this **policy** shall be English.

## Anti-Fraud and Theft Registers

**We** pass information to various Anti-Fraud and Theft Registers. The aim is to help **us** check information provided and to prevent fraudulent claims. When **we** will consider **your** request for cover **we** may search these registers. Under the conditions of this contract of insurance **you** must tell **us** about any incident (such as an accident or theft) whether or not it gives rise to a claim. When **you** tell **us** about an incident, **we** will pass information relating to it to the registers.

## Motor Insurance Database

**Your** **policy** details will be added to the Motor Insurance Database (MID) run by the Motor Insurers' Bureau (MIB). MID data may be used by the DVLA and the DVANI for the purpose of Electronic Vehicle Licensing and by the police for the purposes of establishing whether a driver's use of the vehicle is likely to be covered by a motor insurance policy and/or for preventing and detecting crime. If **you** are involved in an accident in the United Kingdom or abroad, other United Kingdom insurers' and the MIB may search the MID to obtain relevant policy information. Persons pursuing a claim in respect of a road traffic accident including citizens of other countries may also obtain relevant information which is held

on the MID. **You** can find out more about this from **us** or at [www.mib.org.uk](http://www.mib.org.uk)

## Telephone Call Recording

For **our** joint protection and for the use of quality control and staff training, telephone calls may be recorded and/or monitored by the **administrator**.

## Complaints Procedure

It is **our** intention to provide a high level of service at all times. However if **you** have reason to make a complaint about **our** service **you** should contact the administrator immediately using the contact details on the first page of this document

**You** may be entitled to refer the matter subsequently to the Financial Ombudsman Service. **You** can contact the Financial Ombudsman Service by telephone on 0800 023 4567 or online and further information is available at <http://www.financial-ombudsman.org.uk/>. If **you** do decide to refer any matter to the Financial Ombudsman Service **your** legal rights will not be affected. **We** will provide a summary of **our** complaints handling procedures should **you** make a complaint which **we** cannot resolve informally and at any other time, upon **your** request.

**If you wish to make a complaint and your policy inceptioned on or prior to the 31<sup>st</sup> December 2019, you can do so at any time by referring the matter to:**

Complaints  
KGM Motor, St James House 27-43 Eastern Road  
Romford, RM1 3NH  
Telephone Number: 020 8530 7351  
Email address: <mailto:compliance.kgm@kgmus.co.uk>

In the event **you** remain dissatisfied **you** can refer the matter to the Complaints Team at Lloyd's:  
Complaints Team Lloyd's, One Lime Street London, EC3M 7HA

Telephone Number: 020 7327 5693  
Email address: [complaints@lloyds.com](mailto:complaints@lloyds.com)  
Details of Lloyd's complaints procedures are set out in a leaflet "Your complaint - How We Can Help" available at [www.lloyds.com/complaints](http://www.lloyds.com/complaints) and are also available from the above address. If **you** remain dissatisfied after Lloyd's has considered your complaint, **you** may have the right to refer **your** complaint to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent service in the UK for settling disputes between consumers and businesses providing financial services.

**If you wish to make a complaint and your policy inceptioned on or after the 1<sup>st</sup> January 2020, you can do so at any time by referring the matter to:**

Complaints,  
KGM Motor Insurance,  
St James House,  
27-43 Eastern Road,  
Romford  
RM1 3NH.

Tel: 020 8530 7351;  
Fax: 020 8530 7037;  
e-mail: [compliance.kgm@kgmus.co.uk](mailto:compliance.kgm@kgmus.co.uk).

**We** will attempt to resolve **your** complaint as soon as possible within 3 days, however if this is not possible, **we** will get in touch and advise **you** of next steps. If **we** are unable to resolve your complaint or **you** are dissatisfied with **our** decision **you** may have the right to refer **your** complaint to the Financial Ombudsman Service.

The Financial Ombudsman Service is an independent service in the UK for settling disputes between consumers and businesses providing financial services. **You** can find more information on the Financial Ombudsman Service at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

The Financial Ombudsman Service,  
Exchange Tower,  
London E14 9SR.

Tel: 0800 023 4567 or 0300 123 9 123;  
e-mail: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk).

Further details will be provided at the appropriate stage of the complaint process. This procedure is without prejudice to your rights to take legal proceedings.

## Compensation

In the event that KGM Motor is unable to meet its liabilities and pay a claim you may be entitled to compensation from the Financial Services Compensation Scheme. Further information about the scheme is available on the FSCS website at [www.fscs.org.uk](http://www.fscs.org.uk) or you can contact them on 0800 678 1100 or 020 7741 4100.

Underwritten by QIC Europe Limited – QIC Europe Limited is authorised and regulated by the Malta Financial Services Authority and is subject to limited regulation by the UK's Financial Conduct Authority and the Prudential Regulation Authority under Firms Registration Number (FRN) 659521. QIC Europe Limited is licensed in accordance with the Insurance Business Act, 1988 (Chapter 403, Laws of Malta) to carry out insurance and reinsurance business.

## Regulatory Information

KGM Motor is a brand name for business written by KGM Underwriting Services Limited. KGM Underwriting Services Limited is authorised and regulated by the Financial Conduct Authority, FCA Firm Reference Number 799643.

The **administrator** is authorised and regulated by the Financial Conduct Authority (Firm Reference No 469379). Their registered office is PO Box 672, Longridge, Preston, PR3 8AD. Registered in England No. 5729788.

Covered Insurance Services Limited is an appointed representative of 3XD Limited and is authorised and regulated by the Financial Conduct Authority (Firm Reference No. 481479). Their registered office is 21 Lodge Lane, Grays, Essex, RM17 5RY. Registered in England No. 5119027.

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

## Definitions

Throughout this **policy** there are special words shown in **bold type**. Wherever **we** use these words in this **policy** they will always have the following meanings:

### Accompanying Driver

A person who is supervising **you** whilst learning to drive who holds a current full UK/EU/EEA Driving Licence, is over 30 years of age and has held a 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 Standards Agency Examiner or current DVSA registered qualified Approved or Potential Driving Instructor (ADI/PDI).

### Act of Terrorism

An act or series of acts, including the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s), committed for political, religious or ideological purposes including the intention to influence any government and/or put the public in fear for such purposes.

### Administrator

3XD Limited

### Car



Any **car** shown in the current **schedule** or as otherwise described in the current **certificate of insurance**, details of which have been supplied to and accepted by **us**.

### **Certificate of Insurance**

Evidence in writing (including delivery by e-mail) of the existence of motor insurance as required by law. It shows who is entitled to drive the **car** and the purposes for which the **car** can be used. Any reference in such **certificate of insurance** to the “policy” shall mean the insurance cover provided by this **policy**.

### **Endorsement**

A change to the terms of the **policy** that overrides the standard **policy** wording and is printed on or issued with **your schedule**.

### **Excess**

The amount **you** must personally pay towards the cost of a claim.

### **Market Value**

The cost of replacing the **car** at the time loss or damage occurred taking into account its make, model, age, type, mileage, condition and circumstances of purchase. This shall not exceed the estimate of value that **you** last gave to **us**.

### **Period of Insurance**

The length of time covered by the **policy** as shown on **your schedule**.

### **Policy**

The statement of cover provided in this document, **your schedule**, **your certificate of insurance** and any **endorsements**.

### **Schedule**

The document **we** send **you** containing **your** details and details of the premium paid, the **car** and cover. It will also show any variations to the terms of the **policy** and it may be replaced by an amended **schedule** where there is a change in any detail of the **policy**.

### **Territorial Limits**

England, Scotland, Wales, the Isle of Man, the Island of Guernsey, the Island of Jersey and the Island of Alderney.

### **We/Our/Us**

KGM Motor

### **You/Your**

The person named as the insured and/or policyholder in any **certificate of insurance**, **schedule** or renewal notice applying to this **policy**.

## **Section 1 – Damage to the Car**

If the **car** is damaged whilst **you** are driving under the supervision of an **accompanying driver** it will be **our** decision whether to repair, replace it or pay in cash the amount of the damage. The most **we** will pay is the **market value** of the **car** and its fitted accessories (excluding **car** telephones, mobile telephones, electronic navigation aids or any similar equipment) at the time of the damage.

### **Excess**

The **excess** under this section is £500. If **we** pay this sum on **your** behalf **you** will have to repay **us**.

### **Conditions**

If the **car** was purchased new in the **territorial limits** and during the period of one (1) year from its first registration it is

damaged and the estimated cost of repairs exceeds 60% of the manufacturer's recommended retail price (inclusive of tax) at the time of such damage **we** will at **your** request replace the **car** with a new **car** of identical make and model provided such identical make and model is still available from stock in the United Kingdom. Should **you** not exercise this option, or if the identical make and model is no longer available, **we** will pay a sum equivalent to the **market value** of the **car**. If the **car** is the subject of a Hire Purchase or Leasing agreement **we** reserve the right to make any payments to the legal owner which will be a complete discharge of **our** obligations under this section.

## Exclusions

**We** will not pay:

- (1) for loss of use of the **car**;
- (2) for depreciation;
- (3) more than the manufacturer's last list price of any part or accessory;
- (4) for 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;
- (5) for damage to tyres caused by braking, punctures, cuts or bursts;
- (6) for any reduction in the **market value** of the car as a result of repairs to the **car**;
- (7) for audio and visual equipment and components, cassettes, tapes and discs (see section 5);
- (8) for any fixtures and fittings of a motorised caravan unless such fixtures and fittings were supplied by the manufacturer with the **car** when new;
- (9) for any loss or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds;
- (10) for 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 by:

- (1) fire, lightning, self-ignition or explosion; or
- (2) theft or any attempted theft.

It will be **our** decision whether to repair, replace it or pay in cash the amount of the loss or damage. The most **we** will pay is the **market value** of the **car** and its fitted accessories (excluding car telephones, mobile telephones, electronic navigation aids or any similar equipment) at the time of the loss or damage.

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

## Excess

The **excess** under this section is £500. If **we** pay this sum on **your** behalf **you** will have to repay **us**.

## Conditions

If the **car** was purchased new in the **territorial limits** and during the period of one (1) year from its first registration it is:

- (1) damaged by fire; or
- (2) lost by theft and not recovered within forty-two (42) days of the date on which theft is reported to **us**

**we** will at **your** request replace the **car** with a new **car** of identical make and model provided such identical make and model is still available from stock in the United Kingdom. Should **you** not exercise this option, or if the identical make and model is no longer available, **we** will pay a sum equivalent to the **market value** of the **car**. If the **car** is the subject of a Hire Purchase or Leasing agreement **we** reserve the right to make any payments to the legal owner which will be a complete discharge of **our** obligations under this section.

### **Exclusions**

**We** will not pay:

- (1) for loss of use of the **car**;
- (2) for depreciation;
- (3) more than the manufacturer's last list price of any part or accessory;
- (4) for loss of the car by deception by any purported purchaser or their agent or loss of proceeds of sale;
- (5) for 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;
- (6) for any reduction in the **market value** of the car as a result of repairs to the **car**;
- (7) for audio and visual equipment and components, cassettes, tapes and discs (see section 5);
- (8) for any fixtures and fittings of a motorised caravan unless such fixtures and fittings were supplied by the manufacturer with the **car** when new;

### **Section 3 – Third Party cover**

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

- (1) death of or injury to any person; and
- (2) accidental damage to any person's property 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 the **car** for the purposes of learning to drive and
- (c) **you** were being supervised by the **accompanying driver** at the time of the event.

**We** will also insure any passenger in or getting into or out of the **car**.

### **Exclusions**

**We** will not provide cover under this section:

- (1) in respect of loss of or damage to any **car** or trailer which **you** or any person covered under this **policy** is driving or towing;

- (2) in respect of 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;
- (3) for 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**;
- (4) if anyone driving the **car** has never held a licence to drive it or who is disqualified from holding or obtaining such a licence;
- (5) to anyone entitled to cover under any other contract of insurance;
- (6) to anyone who fails to comply with all the terms, exclusions, conditions and **endorsements** of this **policy** as far as they can apply;
- (7) for loss or damage by pollution or contamination however caused other than to meet the requirements of the Road Traffic Act 1991 or any subsequent or amending legislation. For the purposes of this exclusion, pollution or contamination shall be deemed to mean all:
  - (a) pollution or contamination of buildings or other structures or of water or land or the atmosphere and
  - (b) death, bodily injury, illness, loss or damage directly or indirectly caused by such pollution or contamination;
- (8) for any claim arising during or in consequence of an **act of terrorism** other than to meet the requirements of the Road Traffic Act 1991 or any subsequent or amending legislation.

## Section 4 – Legal Costs

In dealing with or defending any claim under this **policy** we will pay at **our** discretion:

- (1) solicitors fees for representation at any Coroner's Inquest or Fatal Accident Inquiry or for defence of proceedings at any Court of Summary Jurisdiction;
- (2) any other legal costs and expenses agreed by **us** in writing; or
- (3) legal costs agreed by **us** in writing to defend any person covered by this **policy** against proceedings arising from any death.

## 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 discs) up to £800 whilst such equipment and components are permanently fitted to the **car**.

### Excess

The **excess** for theft or attempted theft under this section is £500. If **we** pay this sum on **your** behalf **you** will have to repay **us**.

### Exclusions

**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**.

### Exclusions

**We** will not pay for:

- (1) loss of or damage to goods or samples carried in connection with any business or trade;
- (2) 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;
- (3) loss or damage to audio and visual equipment and components, cassettes, tapes and discs (see section 5);
- (4) theft of any property carried in an open or convertible **car** unless stolen from a locked boot or locked glove compartment.

## Section 7 – Medical Expenses

If any person in the **car** is injured in an accident whilst **you** are driving under the supervision of an **accompanying driver 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.

## Territorial Limits

This **policy** only applies in the **territorial limits**. There is no cover provided for foreign use and transit.

## Permitted drivers and use of the insured car

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 such incident hold a current United Kingdom Provisional Driving Licence and either:

- (1) be in the process of taking an official Driver and Vehicle Standards Agency (DVSA) practical driving test; or
- (2) be driving under the supervision of an **accompanying driver**.

## Driving by the accompanying driver

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

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

## General Exclusions

**We** will not provide cover:

- (1) while the **car** is being
  - (a) used for any purpose not permitted by **your certificate of insurance** or any **endorsement**; or
  - (b) driven by any person not permitted to drive by **your certificate of insurance** or any **endorsement**; or
  - (c) driven with a load or a number of passengers which is unsafe or greater than the manufacturer's specifications; or
  - (d) driven in an unroadworthy, unsound, unsafe or damaged condition.
- (2) except as so far as is necessary by the Road Traffic Act 1991 or any subsequent or amending legislation for any claim occasioned by or arising from:
  - (a) war, invasion, hostilities (whether war has been declared or not), acts of foreign enemy, civil war, revolution, rebellion, insurrection, military or usurped power; or
  - (b) confiscation or requisition or destruction of or damage to property by order of any Government or Public Authority
- (3) in respect of any liability accepted by agreement which would not have attached in the absence of such agreement
- (4) for loss or destruction of or damage to any property whatsoever, or any loss or expense whatsoever resulting or arising therefrom or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
  - (a) ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
  - (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- (5) for any direct or indirect loss or for damage caused to any aircraft, while the **car** is in the part of an airport, aerodrome, airfield, military base, naval base 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 roads and ground equipment parking areas, and those parts of passenger terminals of an international airport which come within the Customs examination area.
- (6) for any claim occasioned by or arising from suicide or attempted suicide, except so far as is necessary to satisfy the Road Traffic Act 1991 or any subsequent or amending legislation.

## General Conditions

- (1) If the **car** is lost or should **we** elect to treat it as a total loss the current **certificate of insurance** must be returned to **us** before **we** make any payment in respect of the loss.
- (2) **You** are required to take all practical precautions to safeguard the **car** from loss or damage and maintain the **car** in a roadworthy condition being a sound, safe and efficient condition. **We** shall have at all times free access to allow an authorised representative to examine the **car**.

- (3) **We** will not provide insurance to anyone entitled to cover under any other contract of insurance.
- (4) **We** will not provide cover under this **policy** unless **you** have complied with all the terms, provisions, conditions and **endorsements**.
- (5) If **we** make a payment in accordance with the law of any country in which this **policy** operates and such payment is not covered by the **policy**, **you** will have to repay **us**.
- (6) **We** will not provide cover under this **policy** to **you** or any person permitted to drive unless the terms, conditions and limitations of **your** or their Driving Licence are complied with and the **car** has a valid MOT certificate where appropriate.
- (7) **You** are required to display at all times L plates whilst driving. The letter L must conform to the Driver and Vehicle Standards Agency (DVSA) current statutory guidance for L plate sizes and appear as red on a white background, in clearly visible vertical positions to the front and rear of the car. "L" plates should be removed or covered when not being driven by **you**.

## What to do if you have an accident

- (1) Do not drive away. **You** must stop if any person or animal has been hurt or if any vehicle or property has been damaged.
- (2) Ask for the names and addresses of any other drivers or pedestrians. If there is another driver involved, ask for the name of their insurance company and their insurance reference number.
- (3) If the accident has damaged another vehicle, property or animal, **you** must give **your** name, address, car registration number and show **your certificate of insurance** to anyone who needs it. If anyone other than **you** is injured, **you** must show **your certificate of insurance** to the police.
- (4) Write down the names and addresses of any witnesses.
- (5) Draw a diagram of the scene to show as much information as possible.
- (6) If **you** have a camera or a mobile phone with **you**, take photographs of the damage and all passengers in the other vehicle.
- (7) Do not admit **you** were at fault in any way or offer to make a payment. If any other person does this, remember to report this to **us**.
- (8) If **you** receive any writ, summons or correspondence from anyone else or their representative, send it to **us** as soon as practicably possible. **You** must tell **us** if there is going to be any police action.

## How to make a claim

If **you** need to make a claim, please phone **us** as soon as practicably possible on 0333 555 5909.

**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 **your** or their driver's licence if requested.

## Claim Conditions

If **we** wish to **we** can take over and conduct in **your** name or the name of any other person covered under this **policy** the defence, prosecution or settlement of any claim for **our** own benefit.

If the **car** and/or its accessories are stolen **you** must as soon as possible report the theft to the police and if required by **us** supply **us** with the Crime Reference.

**We** reserve the right if **we** or **our** representative consider the repair estimate to be excessive to enter into any communication with the repairer and failing agreement to arrange for the removal of the **car** to another repairer and pay for such work as may already have been done.

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