

Motor Insurance Plus Policy Document

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Motor Insurance

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Motor Insurance Policy Wording

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Data Protection, Finding and Stopping Fraud

It is important that you read this section and show it to anyone else insured to drive your car. We need to give you this information to meet Data Protection laws. It explains how your insurer may use your details and tells you about the systems and registers they and others have in place, which may allow them to find and stop fraudulent applications and claims. The savings that they make help them to keep premiums and products competitive.

When you tell us or your insurer about any incident (for example, an accident, fire or theft) information about it will be passed to the registers. Your insurer may search these databases when you apply for insurance, make a claim, or at the time of renewal to check your claims history or that of any other person likely to be involved in the policy. Your insurer and other organisations may also search these agencies and databases to help make decisions about the supply and administration of insurance and related services, to manage your insurance policy, and to check your identity to prevent money laundering. If you ask, your insurer can give further details of the databases they use.

Information relating to your insurance policy will be added to the Motor Insurance Database (“MID”) managed by the Motor Insurers’ Bureau (“MIB”). MID and the data stored on it may be used by certain statutory and/or authorised bodies including the Police, the DVLA, the DVLANI, the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including:

- I. Electronic Licensing
- II. Continuous Insurance Enforcement;
- III. Law enforcement (prevention, detection, apprehension and or prosecution of offenders)
- IV. The provision of government services and or other services aimed at reducing the level and incidence of uninsured driving.

If you are involved in a road traffic accident (either in the UK, the EEA or certain other territories), insurers

and or the MIB may search the MID to obtain relevant information. Persons (including his or her appointed representatives) pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID.

It is vital that the MID holds your correct registration number. If it is incorrectly shown on the MID you are at risk of having your vehicle seized by the Police. You can check that your correct registration number details are shown on the MID at www.askmid.com

Insurers use various other databases to help check the information given and also to stop and find insurance-related fraud. This includes, but is not limited to; the Claims and Underwriting Exchange Register, run by Insurance Database Services Ltd (IDS Ltd), the Motor Insurance Anti-Fraud and Theft Register, run by the Association of British Insurers (ABI), Insurance Hunter and Credit Industry Fraud Avoidance System.

If you give false or inaccurate information to us or to your insurer and they suspect fraud, they will record this.

We or your insurer may answer enquiries by the police about your policy during their investigations. To administer your policy or to protect your interests, we or your insurer may share the data supplied (either by you or on your behalf) to other organisations such as solicitors, loss adjusters or loss assessors.

To help us to keep to our service standards, and to prevent and detect fraud, we may record or listen to phone calls.

Compensation Scheme

Your insurer is covered by the Financial Services Compensation Scheme (FSCS), which means that you may be entitled to compensation if they are unable to meet their obligation to you. Further information about this is available from FSCS at – The FSCS, 7th Floor, Lloyds Chambers, Portsoken Street, London, E1 8BN. Tel: 0800 678 1100 E-mail: enquiries@fscs.org.uk.

Types of Cover

Your current schedule shows what you are covered for. The different kinds of cover are shown below.

Comprehensive

Sections A, B, C, D, E, F, G, H, I and J apply.

Third party fire and theft

Sections A, C, E, F, H, I and J apply. Section A only covers you for losses from fire and theft.

Third party only

Sections H, I and J apply.

Remember – The general terms, conditions and exclusions apply to all sections of this insurance.

Legal Expenses Policy

This cover applies if you have paid the Legal Expenses Insurance premium (as shown on your covering letter), please see pages 31 to 42 for full details of the cover given.

Motor Policy Summary

This is a summary of cover available under The Green Insurance Company Motor Policy. It does not include all the policy benefits, limits and exclusions. For full terms and conditions please refer to the main policy wording.

This is an annual private car insurance policy underwritten by the insurer named at the top of your Certificate of Insurance. The contract is based on information you give The Green Insurance Company. You must tell The Green Insurance Company of any changes to the information.

The contract is made up of:

- The policy, this gives full details of the terms and conditions.
- The schedule, this shows the period of insurance, which sections of the policy apply, whether your cover is comprehensive (comp), third party fire and theft (TPF&T) or third party only (TPO) and details of applicable excesses and endorsements.
- The certificate of motor insurance, this shows the registration number of the car insured, who may drive and what the car can be used for.

Significant Features and Benefits (Cover)

The Green Insurance Company will advise you of your level of policy cover, this will also be shown on your policy schedule when cover is issued.

Cover	Comp	TPF&T	TPO	Significant Limitations	Policy Section
Liabilities to third parties	Yes	Yes	Yes	£20 million limit for third party property damage and £5 million for costs and expenses.	G
Use of your car in EU	Yes	Yes	Yes	Extend policy cover for up to 90 days.	H
Driving a car which does not belong to you	Yes	Yes	Yes	Cover only applies for the policyholder and if shown on the certificate of motor insurance. Cover is TPO.	G
Accidental damage to own car	Yes	No	No	Market value. Subject to excesses. Additional excesses for young or inexperienced drivers. New car replacement.	A
Damage to own car by fire or theft	Yes	Yes	No	Market value. The excess shown on your insurance schedule. New car replacement.	C
Audio, navigation and entertainment equipment	Yes	Yes	No	Comprehensive cover unlimited for standard fit. £300 limit if TPF&T cover and/or non-standard fit.	A & C
Personal belongings	Yes	No	No	Up to £100.	F

Continued overleaf

Motor Insurance – Policy Summary

Cover	Comp	TPF&T	TPO	Significant Limitations	Policy Section
Broken windscreen and window glass	Yes	No	No	£75 excess. £100 limit if glassline is not used.	B
Personal accident	Yes	No	No	Policyholder, spouse and civil partner, and any passenger in the insured car. Death £2,500. Loss of sight or limb £1,500. Policy limit £10,000 each accident and £2,500 any one person.	D
Medical Expenses	Yes	No	No	Up to £100 each person.	E

Significant Exclusions

Cover	Significant Limitations	Policy Section
Loss of or damage to the car	Extra costs due to parts or replacements not being available within the geographical limits. Caused by a member of the family or household taking the car without your permission. Caused by deception. New car replacement for cars up to 1 year old and you must be the first and only registered keeper.	A, B & C A & C A & C A & C
Driving a car which does not belong to you	Use outside the geographical limits. A car registered outside the geographical limits. If your car is disposed of or damaged beyond economical repair. Use of a car that is otherwise uninsured.	G
Audio, navigation and entertainment equipment	Telephones. Equipment not permanently fitted to the car.	A & C
Broken windscreen and window glass	Sunroof and hood mechanisms. Windows and windscreens unless made of glass.	B
Excesses – depending on damage	You will have to pay the amount of excess shown in your schedule. The amount will vary depending on the type of damage.	A, B & C
Excesses – young/inexperienced driver	You will have to pay an additional excess if your vehicle is damaged while driven by a young/inexperienced driver.	A, B & C
Excesses – limited mileage	You will have to pay an additional excess if your policy has a limited mileage clause (Endorsement 007 will show on your schedule), the limit is exceeded, and there is a claim.	Endorsements
European Cover	The policy extends the same level of cover you have in the UK to the countries listed in section H of your policy. This cover does not apply; If you are using any vehicle other than your own vehicle If your permanent home is not in the British Isles For more than 90 days per period of insurance.	H
New car replacement	You are not covered if: Your vehicle is not within the 1st year of registration You are not the vehicle's 1st registered owner The cost of repair is below 60% of the vehicle value.	A & C
Theft cover	Excludes loss or damage to your vehicle by theft if; left unlocked or with the keys in or on it, or the vehicle is an open top/convertible and the hood has been left open/unlocked, or as a result of someone taking it by fraud or trickery.	C

Motor Insurance – Policy Summary

Significant Exclusions cont'd

Cover	Significant Limitations	Policy Section
Personal belongings terms	Cover does not apply; To money, tickets, documents, jewellery, furs, goods or samples If your vehicle is an open-top, convertible or motor-caravan If any window, door, roof opening, removable roof panel or hood is left open or unlocked If the keys (or any other device needed to lock the car) are left in or on the car.	F
Personal Accident cover	For Anyone: Aged over 80 Driving under the influence of drink or drugs Not wearing a seat belt That commits suicide or attempted suicide.	D

Procedures

Cancellation Procedure

14 day cooling off:

- You have 14 days from the start date of the policy or the date you receive the policy documents (whichever is the later) to cancel the cover. Cancellation is subject to return of the certificate of motor insurance to The Green Insurance Company, who will refund the unused premium.

You will not be entitled to any refund if a total loss claim has been made on the policy.

The policy can be cancelled mid term:

- By phoning us on **0845 272 7603** and subject to return of the certificate of motor insurance to us; or
- By us or your insurer giving you 7 days' notice in writing sent to your last known address. You must return the certificate of motor insurance.

Please refer to policy condition 8 in the policy wording for details of any refund that may be available to you.

Cancellation if your insurer stops trading.

In the unlikely event that your insurer stops trading (for example, because of insolvency), we or your insurer or their representative will write to you at your last known address, giving you seven days notice.

How to Make a Claim

Telephone the new claim helpline on **0845 634 6181**.

This helpline is open 24 hours a day, 365 days a year.

Please have details of the incident and your policy details available. If you do not have policy details you will need to quote your registration number. Alternatively you can write to your insurer at the address shown on your insurance documents.

If you have comprehensive cover, telephone the glassline on **0845 634 6188** if your windscreen or windows only are damaged.

Complaints Procedure

The full complaint procedure is shown in the policy document (Section titled "What to do if You Have a Complaint").

If your complaint is about the service provided by your insurer, you should first contact your claim handler or a customer service adviser at the address shown on your insurance documents. If your problem is still not sorted out, you should then contact Customer Relations at the same address. If after following their complaint procedure your complaint remains unresolved, you may be entitled to refer it to the Financial Ombudsman Service or any other applicable named complaints scheme. Your insurer will advise you if this is possible when they send their final written response.

Financial Services Compensation Scheme

In the event that your insurer is unable to meet its liabilities, you may be entitled to compensation from the Financial Services Compensation Scheme.

Full details are in the policy.

Contract of insurance

Introduction

Please read this policy document, the schedule and certificate of motor insurance carefully, so you know what you are insured for. Make sure you read the policy exclusions, conditions and any endorsements that apply. If the cover is not what you want or you have any questions, please contact us immediately.

This is a legally binding contract of insurance between you (the policyholder) and your insurer named at the top of the Certificate of Insurance. It is not intended that the Contract (Rights of Third Parties) Act 1999 gives anyone else either rights under this policy or the right to enforce any part of it. Your insurer has agreed to insure you under the terms, conditions and exclusions in this wording and any endorsements that apply. You are insured for any liability, loss or damage that happens as long as you have paid, or agreed to pay the premium. This policy replaces all earlier issues of our policy wording.

This contract of insurance is based on information you gave us on the statement of insurance and any other information you gave us. It is an offence under the Road Traffic Act to make a false statement or withhold any material information in order to obtain a certificate of motor insurance. If you do not tell us about all material facts, this could make your insurance invalid and not give protection in the event of a claim. Material facts are those that would be likely to influence your insurer's acceptance and assessment of this risk. If you are in any doubt about the facts considered material, you should tell us about them. We will be happy to discuss this with you if you wish.

By insuring with The Green Insurance Company, you agree to any amounts you may owe us, or our debt recovery agency, being deducted from any premium refund due to you. For your convenience and protection, we will automatically renew your policy

unless you tell us otherwise, or have paid in full using a credit or debit card belonging to someone else. We will write to you before the policy renewal date to remind you of this and to let you know what the new payments will be. When renewing your policy we will take payment from the most recent bank or payment card details that you have given us.

We will charge a fee for changing any of your policy details. Our charge will cover our costs and is not part of this insurance contract.

On behalf of the insurer.



June Lynch
Managing Director

Kwik Fit Insurance
Authorised Signatory

The Green Insurance Company is authorised and regulated by the Financial Services Authority (FSA). Our FSA register number is 469333.

Service standards

We, your insurer or Lloyds will acknowledge your complaint within a maximum of five working days of receiving it. You will be told who will be dealing with your complaint and when you should expect a reply.

We, your insurer or Lloyds would normally expect to resolve your complaint within 20 working days. Where this is not possible you will be kept informed and in all cases you will receive a final written response within a maximum of 40 working days (8 weeks) from when your complaint was received.

Financial Services Compensation Scheme

Your insurer is covered by Financial Services Compensation Scheme (FSCS) which means that you may be entitled to compensation if they are unable to meet their obligation to you. Further information about this is available from the Financial Services Authority or the FSCS. The contact information is: The FSCS, 7th Floor, Lloyds Chambers, Portsooken Street, London, E1 8BN.

Tel: 0800 678 1100

E-mail: enquiries@fscs.org.uk

Important customer information

Under policy condition 9 on page 26, you must tell us about any of the following changes straight away. If you do not tell us about these changes, your policy may no longer be valid or a claim may not be paid.

You must tell us if;

- You sell the car, change the car or its registration number, or you get another car
- There is any change of drivers

- Anyone who drives the car gets a motoring conviction (including fixed penalty offences)
- Anyone who drives the car develops a health condition which should be notified to the DVLA
- You change the purpose the car is used for
- Anyone who drives the car changes job, or starts a new job, including any part-time work, or stops work
- The car is changed from the manufacturer's original specification (including the addition of optional fit accessories such as spoilers, alloy wheels, body kits etc.)
- You take the car abroad, either for more than 90 days or outside the European Union
- You change your address or the address where you keep the car overnight
- Anyone who drives the car passes their driving test or has their driving licence revoked
- The details on your policy change
- The car is involved in an accident or fire, or someone steals, damages or tries to break into it
- Anyone who drives the car is involved in any accident or has a vehicle damaged or stolen even if no claim was made
- There is a change to your estimated annual mileage
- Anyone who drives the car has insurance refused, cancelled or has special terms put on their insurance
- There is a change of main user of the car

This list is not exhaustive and the premium and/or terms may alter as a result of any changes. Please ask us for help if you are not sure whether to tell us about certain information.

What to do if you have an accident

The law says

- You must stop if you are involved in any incident involving an injury to any person or certain animals, or if other vehicles or roadside property are damaged.
- If you own the vehicle, you must give your name, address and insurance details to anyone who has a good reason for asking. If you do not own the vehicle, you must give the owner's name and address and the registration mark of the vehicle.
- If there is either an injury or you do not give your details to anyone at the scene, you must report the incident to the police within 24 hours, and present your certificate of motor insurance to them within five days.

To help with the claims process

Do not admit fault, offer to pay for anything or sign anything.

Try to collect the following information. This will help to speed up your claim.

- Full details of the other drivers, including their phone numbers, and the registration numbers of all vehicles involved. This will allow your insurer to contact anybody else involved straight away and, if you are not at fault and they manage to recover any money they pay, your no claim discount will not be affected.
- Details of any injuries
- Other property damage
- Details of any witnesses (if there are any)
- Police officers and their report references (if any)
- Full details of what happened

- Third party name, address, insurer details and policy number.

Taking photos with a camera or mobile phone can help to confirm certain accident details.

Provide your insurer with the information above and send any letters or documents you get about the accident (which you must not answer) to your insurer as well.

Next steps

- Call the 24-hour claims helpline as soon as possible on **0845 634 6181** (see page 13).
- There will be a phone number on all correspondence from your insurer for you to call if you need to contact them. Please remember to have your claim reference number ready when you call.
- Please remove all personal belongings from the car before it is taken for assessment or repair.
- Page 18 shows details of how claims are settled for sections A and C.

Please note

Your insurer is not responsible for recovering uninsured losses such as your policy excess. This cover is provided by MotorPlus and details can be found at the rear of this booklet. You must have purchased cover to use this service.

What to do if your car is stolen

- Tell us about the loss as quickly as you can by calling us on 0845 634 6181
- If you know where the vehicle is, try to make sure that it is safe and secure
- If the vehicle is not found, we will ask you to send all

vehicle documents and keys directly to your insurer (we will give you their name and address when you report the theft to us)

- You must tell us immediately if your car is found after it has been stolen
- You must contact the police in the event of theft/ attempted theft.

Broken windscreen and window glass

If you have comprehensive cover:

- Call the glassline on **0845 634 6188** to arrange for the glass to be repaired or replaced. If you phone this number and use one of the insurer's chosen glass companies, cover is unlimited. If you do not, the most your insurer will pay is £100 after taking off any excess.
- Repairing a windscreen or window instead of replacing it can save you paying a £75 excess, as well as reducing waste. Ask about this when calling the glassline on the number above.

The drawings below may help you to recognise whether or not the break can be repaired.

Cracks up to five centimetres (two inches) and breaks the size of a £1 coin can generally be repaired.



'Bullseye' 'Starbreak' 'Combination'

If you do not have comprehensive cover, you can still phone the number above but you will have to pay the cost of replacing or repairing the windscreen or window.

Claims helpline 0845 634 6181

**A claims helpline open 24 hours a day,
365 days a year**

Why not save this number in your mobile phone so that you will have it available if you have an accident.

We or your insurer may record or monitor calls for training purposes, to improve the quality of service, and to prevent and detect fraud. The claims helpline is operated by MotorPlus Limited.

Start of the claims process

- If your car is involved in an incident or you need to make a claim, please phone the claims helpline as soon as possible.
- To help them deal with your call efficiently, please have your certificate of motor insurance and details of the incident with you when you call. If you are at the scene of the accident and do not have your certificate of motor insurance with you when you call, please give them your car registration number.
- All correspondence will be answered within five working days of receipt.

Repair service for an incident within the geographical limits

Repairs

If damage to the car is covered and it can be repaired, and provided you have contacted the claims helpline an approved repairer will contact you to arrange to collect the car. Repairs made by approved repairers are guaranteed for three years.

Authorisation

You do not need to get any estimates, and repairs can begin immediately after they have been authorised.

Delivery

When the work is done, the approved repairer will contact you to arrange a convenient time to deliver the car back to you.

Paying for repairs

Your insurer will pay the repair bill. All you need to do is pay any policy excess directly to the approved repairer when they deliver the car back to you.

If you have comprehensive cover, you have the following extra services.

Keeping you mobile while your car is being repaired within the geographical limits

To keep you mobile, while using an approved repairer, you will be offered a small courtesy car while yours is being repaired. The approved repairer at their discretion may, with your agreement, provide an alternative solution more suitable for you.

If your insurer decides that your car can be economically repaired by one of their approved repairers and if it cannot be driven, you will be provided with a courtesy car for as long as the repairs take. If your car can still be legally driven (in other words it is roadworthy), the courtesy car will be delivered when your car is collected for repairs.

While you have the courtesy car you will be liable to pay any fines for parking or driving offences or congestion charges, and any additional costs for non-payment of these charges. You will need to produce an appropriate credit or debit card to the approved repairer to cover these costs.

If the car cannot be repaired

If your car cannot be economically repaired, you will be offered a settlement amount usually within one week of your insurer receiving the engineer's report. Once this amount is agreed, your insurer will either send you a cheque or make payment direct

to your bank account after receiving all outstanding documentation for your vehicle.

If your car is a total loss (a "write-off"), you must send in all the original documents that your insurer asks for (for example, the vehicle registration document (V5) and the current MOT certificate). Your insurer will arrange for an appointed salvage agent to collect the vehicle to dispose of it. Please remember to remove all your personal belongings and tax disc from the car before it is collected.

Refer to page 18, 'How your claim will be settled under sections A and C', for further information.

Meaning of words

Throughout this policy certain words and phrases are used. These have the meanings set out below.

Approved Repairer

A vehicle repairer approved by your insurer.

Certificate of motor insurance

Proof of the motor insurance needed by law. The certificate of motor insurance shows:

- What car is covered; and
- Who is allowed to drive the car; and
- What the car can be used for

Endorsement

A clause that alters the cover provided by the policy.

Entertainment & Communication equipment

Any:

- radio, cassette, compact disc or other audio equipment;
- phone or other communication equipment; or
- visual navigation equipment while fitted into your vehicle.

Excess

The part of a claim you must pay. Sometimes more than one excess can apply, in which case they are added together.

Geographical limits

Great Britain, Northern Ireland, the Isle of Man, the Channel Islands and while the car is being transported between any of these countries.

Insurer

The insurance company or Lloyd's syndicate which covers you and whose name is shown on:

- your certificate of motor insurance;
- your schedule

Market value

The cost of replacing the car with one of a similar age, type, mileage and condition, immediately before the loss or damage happened.

No-claim discount

A discount from your premium if you do not make a claim, or if you are not involved in an accident which may lead to a claim. Your schedule shows the number of years no-claim discount you have.

Period of insurance

The length of time that the contract of insurance applies for. This is shown on the schedule.

Schedule

The document which describes:

- You – The cover that applies and the period of insurance
- Any other permitted driver; and
- Any other details of your policy that are specific to you.

Statement of insurance

The form that shows the information that you give us, including information given on your behalf and verbal information you give before the policy starts.

Terrorism

Terrorism as defined in the Terrorism Act 2000.

The car

Any motor vehicle that you have given us details of and for which we have issued a certificate of motor insurance. The car's registration number will be shown on your latest certificate of motor insurance. Accessories and spare parts are included in the definition of the car when they are with the car or locked in your own garage.

We, our, us

The Green Insurance Company,
PO Box 10078, Glasgow G71 9BG.

You, your

Whoever is named as the policyholder in your certificate of motor insurance and your schedule.

Your cover

The Green Insurance Plus policy incorporates car insurance together with legal expenses insurance and breakdown cover. Each policy is underwritten by a different insurer and are individual contracts.

Section A – Damage to the car

What is covered:

- Damage to the car caused by accidental or malicious damage, or vandalism.
- The cost of replacing or repairing the car's audio, navigation and entertainment equipment up to the following amounts:
 - Unlimited for equipment fitted as original equipment by the manufacturer; or
 - £300 for any other equipmentprovided this equipment is permanently fitted to the car.

To keep you mobile, within the geographical limits only, you will be offered a small courtesy car, free of charge, while the car is being repaired by an approved repairer.

If your insurer decides that the car can be economically repaired by one of their approved repairers and if it cannot be driven, you will be provided with a courtesy car for as long as the repairs take.

If the car can still be legally driven (in other words, it is roadworthy), you will be provided with a courtesy car when the car is being taken in for repair.

The approved repairer may, with your agreement, provide an alternative solution to a courtesy car that is more suitable for you.

See page 17 for details of how your claim may be settled.

What is not covered:

- The excesses shown in the schedule; and
 - i) The first £400 of any claim if the person driving the car at the time of the accident is under 21;

or

- ii) The first £300 of any claim if the person driving the car at the time of the accident is:
 - Aged 21 or over but under 25; or
 - Aged 25 or over but has not held a full driving licence issued within the geographical limits or the European Union for at least a year.

You must pay these amounts for every incident that you claim for under this section.

- Loss of or damage to the car caused by fire, or by theft
- Loss of use of the car
- Wear and tear
- Mechanical, electrical, electronic and computer failures or breakdowns or breakages
- Damage to your tyres caused by braking, punctures, cuts or bursts
- The cost of importing parts or accessories or storage costs caused by delays, where the parts or accessories are not available from current stock within the geographical limits.
- Any amount over the cost shown in the manufacturer's latest price guide, plus reasonable fitting costs for any lost or damaged parts or accessories if such parts or accessories are not available
- Loss of or damage to telephone or other communication equipment
- The car losing value after, or because of, repairs
- Loss of or damage to the car resulting from deception by a person pretending to be a buyer or acting on behalf of a buyer
- The car being confiscated, repossessed or destroyed by or under order of any government or public or local authority
- Loss of or damage to any radar detection equipment

- Loss of or damage to any audio, navigation and entertainment equipment unless this equipment is permanently fitted to the car
- Loss of or damage to the car caused by a member of your immediate family, or a person living in your home, taking the car without your permission
- Use to secure the release of any other vehicle which has been seized or confiscated by or on behalf of any government or public authority.

Section B – Broken windscreen and window glass

What is covered:

- The cost of repairing or replacing the windscreen or windows in the car if broken or damaged during the period of insurance
- The cost of repair to the bodywork that has been damaged by broken glass from the windscreen or windows.

If you phone the glassline (see page 10) and use one of the insurer's chosen glass companies, cover is unlimited. If you do not, the most your insurer will pay under this section is £100 after taking off any excess.

A claim under this section only will not affect your no claim discount.

What is not covered:

- The first £75 of any claim if the glass is replaced rather than repaired.
- Loss of use of the car.
- Costs of importing parts or accessories or storage costs caused by delays, where the parts or accessories are not available from current stock within the geographical limits.
- Any amount over the cost shown in the manufacturer's latest price guide, plus reasonable fitting costs, for any lost or damaged parts or

accessories if such parts or accessories are not available.

- Mechanical, electrical, electronic or computer failures or breakdowns or breakages to sun roof and hood mechanisms.
- Repair or replacement of any windscreen or window unless it is made of glass.

Section C – Fire and theft

What is covered:

- Loss of or damage to the car caused by fire, theft or attempted theft.
- The cost of replacing or repairing the car's audio, navigation, and entertainment equipment up to the following amounts:
 - unlimited if your cover is comprehensive and the equipment is fitted as original equipment by the manufacturer; or
 - £300 for any other fitted equipment or if your cover is third party fire and theft

provided this equipment is permanently fitted to the car.

See page 17 for details of how your claim may be settled.

What is not covered:

- Loss of or damage to the car when no one is in it unless all its windows, doors, roof openings or hood are closed and locked and all keys or devices needed to lock the car are with you or the person authorised to use the car.
- The first amount of any claim. This amount will be shown on your schedule of insurance under fire and theft excess.
- Loss of use of the car.
- Wear and tear.
- Mechanical, electrical, electronic and computer failures or breakdowns or breakages.

- The cost of importing parts or accessories, or storage costs caused by delays where the parts or accessories are not available from current stock within the geographical limits.
- Any amount over the cost shown in the manufacturer's latest price guide, plus reasonable fitting costs, for any lost or damaged parts or accessories if such parts or accessories are not available.
- Loss of or damage to telephone or other communication equipment.
- The car losing value after, or because of, repairs.
- Loss of or damage to the car resulting from deception by a person pretending to be a buyer or acting on behalf of a buyer.
- Loss of or damage to the car caused by a member of your immediate family, or a person living in your home, taking the car without your permission.
- The car being confiscated, repossessed or destroyed by or under order of any government or public or local authority.
- Loss from taking the car and returning it to its legal owner.
- Loss of or damage to any radar detection equipment.
- Loss of or damage to any audio, navigation and entertainment equipment unless this equipment is permanently fitted to the car.
- The cost of any item which caused fire damage to your vehicle.

How your claim will be settled under sections A and C

Your insurer will choose whether to repair the car or pay you a cash amount equal to the cost of the loss or damage. If the car cannot be driven because of damage that is covered under this policy, they

will pay for the car to be protected and taken to the nearest approved repairer.

If the car is economically repairable

- If the car is repaired by one of your insurer's approved repairers, please see 'Repair service for an incident within the geographical limits' on page 13.
- You do not need to get any estimates, and repairs can begin immediately after they have been authorised.
- An approved repairer will contact you to arrange to collect the car. Repairs made by approved repairers are guaranteed for three years..
- Your insurer will also pay the reasonable costs of delivering the car back to your address when the damage has been repaired.
- If you do not want to use an approved repairer, you will need to send your insurer an estimate for them to authorise and they may need to inspect the car. Your insurer reserves the right to ask you to get additional estimates.
- You will have to pay any policy excess direct to the repairer.
- If the condition of the car is better after the repair than it was just before it was damaged, your insurer may ask you to pay something towards it.
- The repairer can use parts, including recycled parts, that compare in quality to those available from the manufacturer.

If the car is a total loss (a "write off")

- Once an engineer has inspected and assessed the market value of the car, you will be sent an offer of payment.
- If there is any outstanding loan on the car, your finance company may be paid first. If your insurer's estimate of the market value is more than the amount you owe the finance company, you will be paid the balance.

- If the estimate of the market value is less than the amount you owe the finance company, you may have to pay them the balance. Any payment your insurer makes for a total loss claim will be after they have taken off any policy excess and any unpaid premium for this policy.
- When you accept your insurers' offer for the car being a total loss, the car will belong to them. You must return your certificate of motor insurance, when asked to do so. You will have 30 days from the day the settlement cheque is issued to you to change your vehicle on the policy. After this time, your policy will be cancelled and you will not be entitled to any refund of premium.

By buying this policy you agree that your insurer can handle your claim in this way.

Replacement car

You will not be paid more than the market value of the car unless:

- the loss or damage happens before the car is a year old and
- you are its first and only registered keeper; and
- you have owned the car (or it has been hired to you under a hire-purchase agreement) since it was first registered as new; and
- the cost of repair is valued at more than 60% of the cost of buying an identical new car at the time of the loss or damage (based on the UK list price); and
- the car was supplied as new within the geographical limits

In these circumstances, if you ask your insurer to, they will replace the car (and pay reasonable delivery charges) with a new car of the same make, model and specification.

Your insurer will only do this if:

- they can buy a car straight away within the geographical limits; and

- they have permission from the hire-purchase company (if this is how you bought the car and you have not finished paying for it).

Section D – Personal accident

If you or your spouse or civil partner are accidentally killed or injured while getting into, travelling in or getting out of the car (or any other private car that you do not own):

What is covered:

- Death - £2,500
- Total and permanent loss of sight in one eye - £1,500
- Total and permanent loss (at or above the wrist or ankle) of one hand or one foot - £1,500

This cover also applies to any passenger who is getting into, travelling in or getting out of the car (as long as there is a passenger seat for that person).

What is not covered:

- Death or injury happening more than 3 months after the accident.
- Death or injury being caused by something other than an accident involving a car.
- Death or injury caused by suicide or attempted suicide.
- Death of or injury to any person convicted of driving while under the influence of drink or drugs at the time of the accident.
- Death of or injury to any person not wearing a seat belt when they have to by law.
- More than £10,000 for any one accident.
- More than £2,500 to any one person for any one accident.

If you or your spouse or civil partner has more than one motor policy with your insurer, they will only pay under one policy.

Section E – Medical expenses

What is covered:

- Up to £100 in medical expenses for each injured person if you or anyone in the car is injured in an accident involving the car.

Section F – Personal belongings

What is covered:

- Personal belongings in the car which are lost or damaged following an accident, fire or theft involving the car. The policy will pay for the cost of the item, less an amount for wear and tear and loss of value.

What is not covered:

- More than £100 for each incident.
- Any goods, tools or samples which are carried as part of any trade or business.
- Loss of or damage to telephone equipment.
- Money, stamps, tickets, documents and securities (such as share or bond certificates).
- Loss or damage when no-one is in the car unless all its windows, doors, roof openings or hood are closed and locked and all keys or devices needed to lock the car are with you or the person authorised to use the car.
- Loss of or damage to any radar detection equipment.
- Theft of personal belongings, unless they are hidden in a glovebox or luggage compartments and the vehicle is locked when it is unattended

Section G – Replacement Locks

You are insured for up to £500 towards the cost of replacement locks, for your vehicle if the keys, transmitters or entry cards for your vehicle are stolen and it is reasonable to believe that any person who

has them knows the identity or garaging address of your vehicle. Your insurer will pay towards the cost of replacing: The door locks and/or the boot lock. The ignition/steering lock. The lock transmitter, ignition keys, entry cards and central locking interface.

Section H – Liabilities to third parties

What is covered:

Cover for you

Legal liability for the death of or injury to any person and damage to property caused by or arising out of:

- You using the car.
- You using a motor car not belonging to you and not hired to you under a hire-purchase agreement or leased to you under a leasing agreement, provided that;
 - your current certificate of motor insurance allows you to do so; and
 - you have the owner's permission to do so; and
 - you still have the car and it has not been damaged beyond economical repair nor been stolen and not recovered; and
 - the motor car is registered within the geographical limits; and
 - you are not using the motor car outside of the geographical limits; and
 - you are not insured under any other insurance to drive the motor car; and
 - there is a current and valid policy of insurance held for that motor car in accordance with the Road Traffic Acts
- You using the car to tow any single trailer, trailer-caravan or broken-down vehicle while it is attached to the car and if allowed by law, provided it is not being towed for hire or reward.

Motor Insurance – Policy Wording

Cover for other people

Legal liability for the death of or injury to any person and damage to property caused by or arising out of;

- Any person driving the car with your permission (as long as your certificate of motor insurance shows that he or she is allowed to drive the car). The person driving must not be excluded from driving the car by any endorsement, exception or condition.
- Any person using (but not driving) the car, with your permission, for social, domestic and pleasure purposes.
- Any passenger in, getting into or getting out of the car.
- Any person using the car, with your permission as long as your certificate of motor insurance shows that he or she is allowed to drive the car, to tow any single trailer, trailer-caravan or broken-down vehicle while it is attached to the car and if allowed by law, provided it is not being towed for hire or reward.

Your insurer will also pay:

- Solicitor's fees for representation at any coroner's inquest, fatal accident inquiry or magistrate's court (including a court of equal status in any country within the geographical limits);
- Legal costs for defending a charge of manslaughter or causing death by dangerous or careless driving caused by an accident covered under this policy;
- Any costs and expenses for which your employer or business partner is legally liable as a result of you using the car for their business;
- Any other costs and expenses for which your insurer has given their written permission; and
- Charges set out in the Road Traffic Acts.

If anyone who is insured by this section dies while they are involved in legal action, the same cover as they had will be given to their personal legal representatives.

What is not covered:

- Any amount that your insurer has not agreed to in writing.
- Death of or injury to any of your employees during the course of their work, even if the death or injury is caused by anyone insured by this policy.
- Loss of or damage to property owned by or in the care of the person who is claiming cover under this section.
- Loss of or damage to a vehicle, trailer, trailer caravan or broken-down vehicle covered by this policy.
- Any claim for pollution or contamination, unless it is caused by a sudden, identifiable event which was unintended and unexpected and happened at one specific time and place.
- Any amount over £1 million for one pollution or contamination event.
- Any amount over £20 million, exclusive of costs and expenses, for any one claim or series of claims arising from one event that causes loss of or damage to property.
- Any amount over £5 million for all costs and expenses, for any one claim or series of claims arising from one event that causes loss of or damage to property.

However, the minimum cover needed under motor insurance law will be provided.

Section I – Using the car abroad

What is covered:

Legal liability to others while you or any other driver covered by this policy is using the car within the European Union and any other country which has agreed to follow Article 7(2) of the EU Directive on Insurance of Civil Liabilities arising from the use of motor vehicles (number 72/166/EEC). You do not need an International Motor Insurance Card (Green Card) for visits to these countries;

Andorra	Germany	Malta
Austria	Gibraltar	Netherlands
Belgium	Greece	Norway
Bulgaria	Hungary	Poland
Croatia	Iceland	Portugal
Cyprus	Republic of Ireland	Romania
Czech Republic	Italy (including San Marino and Vatican City)	Slovakia
Denmark	Latvia	Slovenia
Estonia	Lithuania	Spain
Finland	Luxembourg	Sweden
France (including Monaco)		Switzerland (including Liechtenstein)

The cover shown on your schedule will apply for up to 90 days in any period of insurance while you are using the car within the countries referred to above.

Your insurer may agree to extend the cover for more than 90 days as long as:

- the car is taxed and registered within the geographical limits; and
- your main permanent home is within the geographical limits; and
- your visit abroad is only temporary; and
- you tell us before you leave on [0845 272 7603](tel:0845 272 7603); and
- you pay any premium we ask for.

If you want the cover shown on your schedule to apply outside the countries referred to on the left, you must:

- tell us a before you leave on [0845 272 7603](tel:0845 272 7603).
- get our written agreement to cover you in the countries involved; and
- pay any premium we ask for.

You are covered for the payment of customs duty if the car is damaged and your insurer decides not to return it after a valid claim on the policy.

What is not covered:

- Driving any other vehicle outside of the geographical limits (see definition on page 13), even if your certificate of motor insurance allows you to drive any other vehicle.

Section J – No claim discount

As long as a claim has not been made during the period of insurance immediately before your renewal. Your insurer will include a discount in your renewal premium. You may not transfer this discount to any other person.

If a claim is made during the period of insurance, the discount will be stepped back in accordance with your insurer's current scale.

Your no claim discount will not be affected if the only claims made are for a broken windscreen or window glass under Section B.

You may have to pay a higher premium or excess if any claims are made.

Section K – Child seat cover

In the event of an insured incident, providing the child seat is in the vehicle at the time of the incident we will contribute towards the cost of a replacement child safety seat up to £100 per seat, even if there is no apparent damage. This cover is subject to you making a claim under Section A – Damage to your car.

Policy exclusions

1. This policy does not cover loss, damage, injury or legal liability arising directly or indirectly from any of the following:
 - The car being driven by, or being in the charge of, someone who is not described on your certificate of motor insurance as entitled to drive.
 - The car being driven, with your permission, by anyone who you know does not hold a driving licence or is disqualified from driving. However, cover will still be given if the person used to hold a licence and is allowed to hold one by law.
 - The car being driven by someone who does not meet all the conditions of their driving licence.

- The car being used for a purpose that is not shown as covered on your certificate of motor insurance.

This exclusion will not apply while the car is with a member of the motor trade for servicing or repair.

2. This policy is not valid if payment is received for carrying passengers in the car, unless as part of a car sharing agreement. This is covered as long as:
 - the car is not made or altered to carry more than eight people including the driver;
 - you are not carrying the passengers as part of a business of carrying passengers; or
 - you are not making a profit from the payments you receive.
3. This policy does not cover loss, damage, injury or legal liability arising directly or indirectly from the following:
 - Ionising radiation or radioactive contamination from any nuclear fuel or any nuclear waste arising from burning nuclear fuel;
 - The radioactive, poisonous, explosive or other dangerous properties of any explosive nuclear equipment or part of that equipment;
 - Pressure waves caused by aircraft (and other flying objects) travelling at any speed;
 - War, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, insurrection or military or usurped power.
 - Acts of terrorism.
4. This policy does not cover loss, damage, injury or legal liability arising directly or indirectly from earthquake, riot or civil disturbance outside Great Britain, the Isle of Man or the Channel Islands, except under section G.
5. This policy does not cover any liability you accept under an agreement or contract, unless you would have been legally liable anyway.
6. Any decision or action of a court which is not in the territorial limits is not covered by this policy unless

the proceedings are brought or judgment is given in a foreign court because the car was used in that country and your insurer had agreed to cover it there.

7. This policy does not cover loss, damage, injury or legal liability arising directly or indirectly from any motor car being in a place used for the take-off, landing, parking or movement of aircraft, including the associated service roads, refuelling areas, ground equipment parking areas and the parts of passenger terminals of international airports which come within the Customs examination area or any part of airport premises to which the public does not have vehicular access.

However, the minimum cover needed under motor insurance law will be provided.

Endorsements

(These only apply if shown on your schedule)

Endorsement 1 – No-claim discount protection

You will not lose any of your no claim discount as long as no more than two claims (including claims made against you) are made in the last three periods of insurance.

You may have to pay a higher premium or excess if any claims are made.

Endorsement 2 – Excluding drivers under 25

You will not be covered while your vehicle is being driven by or is in the charge of anyone who is under 25.

Endorsement 3 – Excluding drivers under 30

You will not be covered while your vehicle is being driven by or is in the charge of anyone who is under 30.

Endorsement 5 – Official use clause

You are insured while your vehicle is being used by you on official business. If you get a mileage allowance for this or for carrying passengers, Your insurer will not class it as use for hiring or for carrying passengers for hire or reward.

Endorsement 7 – Limited mileage

Your insurer has lowered your premium because you have agreed that you will not drive more than the number of miles every year shown on your Statement of Insurance.

If you go over this mileage you will have to pay any additional premium due as well as an additional £250 towards any claim for accidental damage or loss to your vehicle.

This amount is in addition to any other excesses that may apply.

Endorsement 12 – Security

Your insurer will not pay for any loss or damage under Section C of this policy if any security or tracking device fitted to the car has not been set or is not in full working order, or the network subscription for the maintenance contract of any tracking device is not current.

Endorsement 15 – Compulsory Overnight Location

Your insurer will only be liable for claims for fire, theft or attempted theft damage under Section A (Cover for Loss or Damage to Your Vehicle) when your vehicle has been locked in a secure garage overnight, (22:00 – 06:00) if within the vicinity (half a mile) of your home address.

Endorsement 16 – Exclusion of Personal Accident and Medical Expenses Cover

Sections D and E of this policy wording are excluded from your policy cover.

Endorsement 17 – Vehicle tracking device requirement

Amendment to section A – Loss of or damage to your car.

Your Insurer will not cover you under this section of your policy for theft or attempted theft unless:

- a) your car is fitted with a vehicle-tracking system approved by your insurer and the system was turned on and working properly at the time of the theft or attempted theft;
- b) you have paid all your tracking subscriptions; and
- c) you tell the vehicle-tracking system company about the theft within 4 hours of you (or anyone else in charge of your car) being aware that your car has been stolen.

Endorsement 20 – Broken Windscreen and Window Glass

If the windows are not replaced by our repairer there is a limit of £150 per claim (after taking off the excess)

Policy conditions

1. How to claim

Please phone the new claim helpline as soon as possible to report the claim.

The helpline number is **0845 634 6181**. Details of the benefits you will receive through this service are shown on page 12.

You must send your insurer any letter, claim, writ or summons as soon as you receive it. You must also let them know straight away if you or your legal advisers know of any prosecution, inquest or fatal accident inquiry that might be covered under this policy.

2. Dealing with claims

You or any other person who claims under this policy must not negotiate, admit fault or make any payment, offer or promise of payment unless you have your insurer's written permission.

In dealing with any claims under the terms of this policy, your insurer may:

- carry out the defence or settlement of any claim and choose the solicitor who will act for you in any legal action; and
- take any legal action in your name or the name of any other person covered by this policy.

Your insurer can do any of these in your name or in the name of any person claiming under this policy.

Anyone who makes a claim under this policy must give your insurer any reasonable information they ask for.

3. Compulsory insurance

If the law of any country says that your insurer must make a payment that they would not otherwise have paid, you must repay this amount to them.

4. Other insurance

If any incident that leads to a valid claim is covered under any other insurance policy, your insurer will only pay their share of the claim.

5. Reasonable precautions

Anyone covered by this policy must take all reasonable steps they can to protect the car, and anything in or attached to it, against loss or damage. (This includes making sure that the car has all its windows, doors, roof openings or hood closed and locked, and all keys or devices needed to lock the car are with you or the person authorised to use the car when no-one is in it).

The car must be kept in good working order. Your insurer may examine the car at any time.

6. Keeping to the terms of the policy

Your insurer will only pay claims if:

- any person claiming cover has met with all the terms of the policy, as far as they apply; and
- the declaration and information shown in the statement of insurance, which this contract is based on, is complete and correct as far as you know.

7. Fraud

Your insurer will not pay any claim which is in any part fraudulent or exaggerated, or if you, or anyone acting for you, uses fraudulent means to get benefits under this policy.

8. Cancellation

You have the right to cancel this policy within 14 days

You have the right to cancel this policy within 14 days of receiving the policy documents or the date the policy starts, whichever is the latter. If you do not cancel, the policy will continue until the expiry date shown on your certificate of motor insurance, unless you, we or your insurer cancel it at a later date.

If you want to cancel your policy, you must either call or write to us. You must return the certificate of motor insurance to us within 7 days of your request. If you do not do this, it is an offence under the Road Traffic Act.

When your policy is cancelled, your insurers will make a proportionate charge for the number of days on cover. The rest of the money that you paid will then be refunded. If a "total loss" claim has been made on your policy, no refund will be given, and, if you are paying your insurance by instalments, you will have to pay the balance of the premium.

You may cancel this policy at any other time

You may cancel this policy at any time after the first 14 days. If no claims have been made (and there are no pending claims), your insurers will allow a proportionate refund of premium from the cancellation date. By law, you must return your certificate of motor insurance within seven days of the cancellation date.

If any car insurance claims have been made (or if there are any pending claims), no refund of premium will be allowed.

If you are paying your insurance by instalments, and you cancel your policy after a claim (or an event that

may lead to a claim), you must pay the balance of premium, even if you no longer have the vehicle.

We may cancel this policy

If we (or your insurer) cancel your policy, we (or they) will write to you at your last known address, telling you that all cover will stop seven days after the date of the letter. You must also return your certificate of motor insurance to us. If no claims have been made (and there are no pending claims), your insurer will allow a proportionate refund of premium from the cancellation date.

If any car insurance claims have been made (or if there are any pending claims), no refund of premium will be given.

Cancellation if your insurer stops trading

In the unlikely event that your insurer stops trading (for example, because of insolvency), we or your insurer or their representative will write to you at your last known address, giving you seven days' notice that all cover will be cancelled. If this happens, you may be entitled to get a refund of part of your premium as calculated by the Financial Services Compensation Scheme. This is even if you have made a claim or have a claim pending under your policy.

If your policy is cancelled within the first 14 days of your policy starting or receiving your policy documents, whichever is the latter, we will make a charge of £25 to cover our processing costs. If your policy is cancelled after 14 days, we will charge £70 or our commission, whichever is the greater. Our commission varies but we will have told you this amount when you bought the policy. We will take the charge for cancelling away from the refund given by your insurer. These cancellation terms will not apply if your policy is cancelled because your insurer stops trading.

9. Changes you must tell us about

You must tell us about any of the following changes straight away. If you do not tell us about these changes, your policy may no longer be valid or a claim may not be paid.

You must tell us if;

- You sell the car, change the car or its registration number, or you get another car
- There is any change of drivers
- Anyone who drives the car gets a motoring conviction (including fixed penalty offences)
- Anyone who drives the car develops a health condition which should be notified to the DVLA
- You change the purpose the car is used for
- Anyone who drives the car changes job, or starts a new job, including any part-time work, or stops work
- The car is changed from the manufacturer's original specification (including the addition of optional fit accessories such as spoilers, alloy wheels, body kits etc.)
- You take the car abroad, either for more than 90 days or outside the European Union
- You change your address or the address where you keep the car overnight
- Anyone who drives the car passes their driving test or has their driving licence revoked
- The details on your policy change
- The car is involved in an accident or fire, or someone steals, damages or tries to break into it
- Anyone who drives the car is involved in any accident or has a vehicle damaged or stolen
- There is a change to your estimated annual mileage
- Anyone who drives the car has insurance refused, cancelled or has special terms put on their insurance
- There is a change of main user of the car

Please ask us for help if you are not sure whether to tell us about certain information.

10. Data Protection, Fraud Prevention & Detection

Please read this notice carefully as it contains important information about our use of your personal

information. In this notice, we, us and our means The Green Insurance Company and your insurer, which includes any holding companies, subsidiaries and other linked companies. Your personal information means any information we hold about you or anyone else in connection with any product or service we are providing to you.

By buying this insurance policy, you confirm that we may use your personal information for the purposes explained below. You should show this notice to anyone else whose name you give to us in connection with your insurance policy, as it will also apply to them.

How we use your personal information

We will use your personal information to manage your insurance policy, including handling underwriting, and claims and issuing renewal documents and providing renewal information.

We may also use your personal information and information about your use of our products and services to carry out research and analysis.

We may have to share your personal information with other insurers, regulatory authorities or agents providing services on our behalf.

We will only release your personal information to others if:

- we need to do this to manage your policy with us;
- you have given permission to receive promotional material;
- needed to prevent fraud;
- we are required or permitted to do this by law (for example, if we receive a legitimate request from the police or another authority); or
- there are any other circumstances where you have given your permission.

If we change the way that we use your personal information, we will write to you to let you know.

If you do not agree to that change in use, you must let us know as soon as possible.

Sharing information to prevent fraud

Information relating to your insurance policy will be added to the Motor Insurance Database (“MID”) managed by the Motor Insurers’ Bureau (“MIB”). MID and the data stored on it may be used by certain statutory and/or authorised bodies including the Police, the DVLA, the DVLANI, the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including:

- I. Electronic Licensing
- II. Continuous Insurance Enforcement;
- III. Law enforcement (prevention, detection, apprehension and or prosecution of offenders)
- IV. The provision of government services and or other services aimed at reducing the level and incidence or uninsured driving.

If you are involved in a road traffic accident (either in the UK, the EEA or certain other territories), insurers and or the MIB may search the MID to obtain relevant information.

Persons (including his or her appointed representatives) pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID.

It is vital that the MID holds your correct registration number. If it is incorrectly shown on the MID you are at risk of having your vehicle seized by the Police.

You can check that your correct registration number details are shown on the MID at www.askmid.com

Dealing with others on your behalf

To help you manage your insurance policy, we will deal with you or your spouse or partner or any other person you have told us is authorised to act for you if they call us on your behalf about your policy. For your protection, only you can cancel your policy or change the contact address.

Sensitive information

Some of the personal information that we ask you about is known as ‘sensitive personal data’. This

will include information about your health, and any criminal convictions you may have. We will only use sensitive personal data about you to manage your policy and to provide the services described in this policy document.

We may record or monitor calls for training purposes, to improve the quality of our service and to prevent and detect fraud.

Further information

On request, you are entitled to a copy of the information we hold about you. Please contact our Data Protection Officer, giving your name, address and insurance policy number. We may charge you a small administrative fee for this.

The Green Insurance Company
1 Masterton Way
Tannochside Business Park
Uddingston
Glasgow
G71 5PU

Or call [0845 272 7603](tel:0845 272 7603)

11. Law applicable to the contract

English law applies to this contract unless you and we agree otherwise.

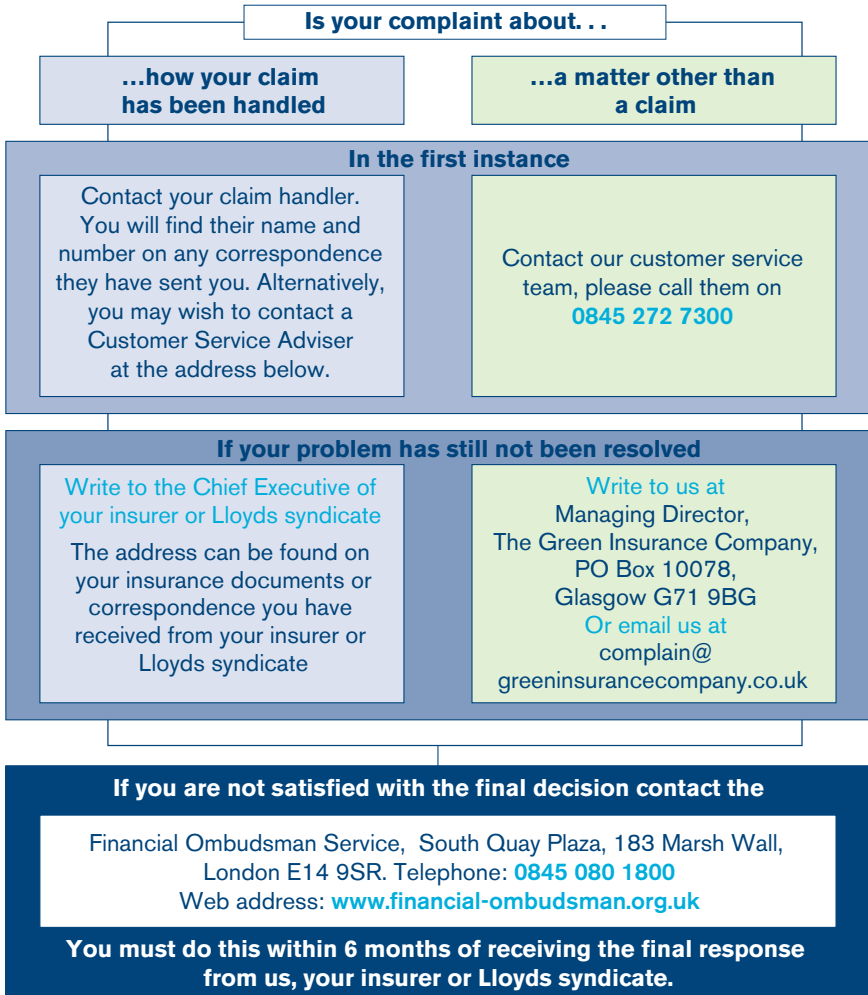
12. Language

The terms and conditions of the contract and other information about this contract will be in the English language.

What to do if you have a complaint

If you have experienced a problem with any part of the service provided to you, it will be sorted out as quickly and fairly as possible.

Please use the complaints flow chart below to find out how to make your complaint. Following this procedure will not affect your legal rights.



Legal Expenses Policy Wording

insurance
green and simple

Motorplus Limited

keyfacts®

MotorPlus Legal Expenses Policy – Policy Summary

This policy summary provides key information about the MotorPlus Legal Expenses Policy, which you should read. For full terms and conditions of the policy please refer to the policy document, shown in a later section of this booklet.

Provided you have paid The Green Insurance Company Legal Cover Arrangement fee, The Green Insurance Company will pay the Premium and your cover will be valid for the duration indicated on your Certificate of Motor Insurance.

The MotorPlus Legal Expenses Policy is a legal expenses insurance contract, which helps you to recover uninsured losses and costs from the

person responsible for the accident following a vehicle collision.

This insurance policy has been arranged by Qdos Broker & Underwriting Services Limited, is administered by Motorplus Limited (trading as MotorPlus and ULR) and is underwritten by UK Underwriting Limited on behalf of Ageas Insurance Limited. Qdos Broker & Underwriting Services Limited, Motorplus Limited, UK Underwriting Limited and Ageas Insurance 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 or by contacting them on 0845 606 1234.

Significant benefits	Significant Exclusions or limitations	Policy Section
<p>Uninsured Loss Recovery and Personal Injury</p> <p>We; or external lawyers that we will appoint; will negotiate to recover uninsured losses and damages, and any legal costs and expenses, incurred by you in bringing a claim against a negligent Third Party motorist for:</p> <p>(a) Loss of or damage to the Insured Vehicle</p> <p>(b) Damage to any personal property owned by you or for which you are legally responsible while in or on the Insured Vehicle</p> <p>(c) Death or personal injury to you while in, on, entering or leaving the Insured Vehicle.</p> <p>Passengers and drivers, with the permission of the policyholder, will also get the benefit of the policy cover.</p>	<p>Legal costs and expenses are limited to £100,000 and this includes opponents' costs.</p> <p>You must be in or on the insured vehicle at the time of the collision.</p> <p>Costs incurred before we agree to appoint a representative are excluded.</p> <p>We are free to choose a representative.</p>	<p>Definitions: Limit of Indemnity</p> <p>Definitions: Insured Event</p> <p>Exclusions (18)</p> <p>Conditions (4: Representation)</p>
<p>Territorial limits</p> <p>The policy cover applies to accidents that happen in the Territorial Limits of the UK and most EU countries.</p>	<p>A full list of EU countries in which cover applies is shown in the policy wording.</p>	<p>Definitions: Territorial limits.</p>

Your Right to Complain

It is the intention to give you the best possible service but if you do have any questions or concerns about this insurance or the handling of a claim you should in the first instance contact the Chief Executive Officer of Motorplus Limited at Kircam House, Whiffler Road, Norwich NR3 2AL.
Telephone: 01603 420000

In the event you remain dissatisfied and wish to make a complaint you can do so in writing by contacting UK Underwriting Limited at:

Head of Claims
UK Underwriting Limited
2 Gibraltar House
Bowcliffe Road
Leeds LS10 1HB

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 as a [Micro-Enterprise](#), or a charity with an annual income of less than £1million, or are a trustee of a trust with a net asset value of less than £1million. 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

Email: info@financial-ombudsman.org.uk

Please note You have six months from the date of Our final response in which to refer Your complaint to the FOS. Referral to the FOS will not affect Your right to take legal action against Us.

If you are not satisfied with the service provided by The Green Insurance Company, you should contact them directly to discuss it.

Your Right to Cancel

Should you wish to cancel the legal expenses cover this will require you to cancel the entire Plus policy which includes the car insurance and legal expenses cover.

Compensation Scheme

Ageas Insurance 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. For claims against insurers, 90% of the claim is covered, with no upper limit. You can get more information about compensation scheme arrangements from the FSCS.

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MotorPlus Legal Expenses Policy

The Green Insurance Plus policy incorporates car insurance together with legal expenses insurance and breakdown cover. Each policy is underwritten by a different insurer and are individual contracts.

Your Demands and Needs

This legal expenses policy meets the demands and needs of The Green Insurance Company Motor Insurance customers who wish to ensure that the legal costs incurred in pursuing a claim for uninsured losses following a non-fault accident are insured. The Green Insurance Company does not make personal recommendations as to the suitability of this policy to individual circumstances.

The Green Insurance Company pays the annual premium for this policy as long as you have paid your arrangement fee.

The Green Insurance Company will automatically renew your policy unless you have told them not to. The Green Insurance Company will remind you before the policy renewal date of this and to let you know what the new payments will be.

Terms and Conditions

The Underwriters upon payment of the premium agree to indemnify the Insured Person against Legal Costs and Expenses subject to the Policy Terms, Limit of Indemnity, Exclusions and Conditions herein in respect of an Insured Event, which occurs within the Territorial Limits and occurs during the Period of Insurance.

Definitions

In this insurance policy the meaning of the following words will be:

Appointed Agents

UK Underwriting Limited on behalf of Ageas Insurance Limited and/or their agent Motorplus Limited who may monitor and record calls.

Appointed Representative

The Solicitor or other appropriately qualified or experienced person or persons appointed by Motorplus to act for the Insured Person.

Claim

A civil claim for damages for Uninsured Losses arising out of an Insured Event.

Coverholders

Motorplus Limited.

Enterprise

Any person engaged in an economic activity, irrespective of legal form and including, in particular, self-employed persons and family businesses engaged in craft or other activities, and partnerships or associations regularly engaged in an economic activity.

Insured

The person, firm or company who is entitled to participate in the Uninsured Loss recovery service offered by the Coverholders and has paid the premium or whose Participating Agent has agreed to pay the premium on their behalf.

Insured Event

An accident arising from the negligence of a Third Party, which results in the Insured Person incurring Legal Costs and Expenses in bringing a Claim relating to:

- Loss of or damage to the Insured Vehicle;
- Damage to any personal property owned by the Insured Person or for which the Insured Person is legally responsible while such property is in or on the Insured Vehicle;
- Death or personal injury to the Insured Person whilst in, on or mounting or dismounting from the Insured Vehicle.

Any such accident must occur within the Period of Insurance and within the Territorial Limits of this Policy.

Insured Person

You and any person authorised to drive the Insured Vehicle under Your Motor Insurance Policy or any authorised passenger in or on the Insured Vehicle who are claiming under this Policy with Your consent or their or Your legal representatives in the event of death.

Insured Vehicle

Any motor vehicle including any attached trailer owned or leased by You and specified in Your Motor Insurance Policy.

Legal Costs and Expenses

In relation to an Insured Event means any legal fees, costs and disbursements reasonably and properly incurred in relation to a Claim and any consequent Legal Proceedings:

- by the Appointed Representative, including fees of Counsel instructed by them when acting on behalf of the Insured in bringing a Claim, and in any event is limited to the standard rate
- by any other party to the Claim which the Insured Person is liable to pay as a result of an order or award of the court or other tribunal or a negotiated settlement provided that such settlement is made with the agreement of the relevant Underwriters, and in any event is limited to the standard rate.

Legal Proceedings

All work necessary regarding a Claim with the approval of the Underwriters, subject to the jurisdiction of courts within the Territorial Limits. Appeals from such hearings are also included when We are notified by the Insured Person of their wish to appeal at least five working days before the deadline for giving notice of appeal expires. We must also consider the appeal to have reasonable prospects of success. Advice and assistance, but no representation will be provided in matters dealt with in the Small Claims Track or any other proceedings or dispute resolution process where costs cannot be recovered or paid on a standard or similar basis.

Limit of Indemnity

A maximum of £100,000 for all Legal Costs and Expenses of the Insured Person and including opponents costs where awarded arising out of any one Insured Event.

Micro-Enterprise

An enterprise which employs fewer than 10 persons; and has a turnover or annual balance sheet that does not exceed €2 million.

Motor Insurance Policy

The policy of insurance issued to You in compliance with the Road Traffic Act valid at the time of the Insured Event.

Participating Agent

The Green Insurance Company Limited (hereafter referred to as The Green Insurance Company), who are authorised to sell this Policy to You on behalf of the Underwriters and Us.

Period of Insurance

The length of time Your Motor Insurance Policy lasts as shown on Your certificate of motor insurance, and any following period Your premium is accepted for.

Policy

This MotorPlus Legal Expenses Policy.

Policyholder

Whoever is named as the policyholder in the certificate of motor insurance.

Premium

The payment, which is required to be paid to the Participating Agent or Us, by You for the Insured Person to obtain benefit of this Policy. Such amount is to be made by You in a single payment and is to be received by Us or the Participating Agent within 14 days of the date of issue of the Policy, save that We or the Participating Agent may, at their absolute discretion, waive Your obligation to pay.

Territorial Limits

Great Britain, Northern Ireland, Isle of Man, Channel Islands, Andorra, Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Republic of Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden and Switzerland.

Third Party

The other person(s) and/or party(s) responsible for the accident, excluding the Insured Person (as defined in this Policy).

Underwriters

Ageas Insurance Limited

Uninsured Loss

Any loss, including injury, compensation or expense or costs that are directly caused by the event which led to Your claim, unless specifically stated in the Policy, and where Your Motor Insurance Policy does not cover such loss.

We, Us, Our

Motorplus Limited, UK Underwriting Limited and/or Ageas Insurance Limited.

You, Your

The Policyholder.

Conditions

1. Compliance and Precautions

You and the Insured Person must comply with all of the terms and conditions of this Policy and take all reasonable precautions to minimise the cost of Claims or Legal Proceedings and attempt to prevent any event, which may cause a Claim.

2. Reporting the Claim

The Insured Person must immediately report to The Green Insurance Company any accident, which may give rise to a Claim under this Policy. The Insured

Person must supply, without delay, all information the Appointed Representative or We require or reasonably request. The Insured Person must not do anything, which may prejudice their case.

3. Acceptance of a Claim

Where We accept a Claim, We will notify the Insured Person in writing as soon as practicable.

4. Representation

- (a) The Underwriters and We on their behalf reserve the right to make Our own investigations into the case.
- (b) We also have the right to negotiate and settle the Claim, in the Insured Person's name, before an Appointed Representative is instructed.
- (c) If it becomes necessary to appoint a lawyer to assist You before the issue of court proceedings We will choose the Appointed Representative. If by the date when it is necessary to issue court proceedings We have not already chosen an Appointed Representative, 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 unless there are exceptional circumstances. If there is a disagreement over the choice of Appointed Representative another suitably qualified person can be appointed to decide the issue (see Clause 13).
- (d) There will only be a transfer of representation to another Appointed Representative if there is a good reason to do so.

5. Control of the Claim

- (a) The Insured Person must co-operate fully with Us and the Appointed Representative and in particular We and the Appointed Representative must be kept continually and promptly informed of all developments relating to the Claim of which the Insured

Person is aware and must be provided immediately with all information, evidence and documents relating to the Claim in their possession.

- (b) We shall have direct access to the Appointed Representative at all times in relation to any Claim.
- (c) The Insured Person must instruct the Appointed Representative to produce to Us immediately any documents, information or advice in his possession. The Insured Person must also give the Appointed Representative such prompt, proper and reasonable instructions in relation to the Claim and the conduct of any litigation, as the Underwriters or We require.
- (d) The Insured Person should advise Us directly or through their Appointed Representative immediately of all offers to settle or Payments into Court in respect of the Claim. No offer of settlement or negotiation can be made without Our agreement.
- (e) If the Insured Person does not accept the offer or Payment into Court and We consider that the outcome of the case will not be bettered We reserve the right to withdraw cover and will not be responsible for any further Legal Costs and Expenses after the offer or payment into court was made.
- (f) We may discharge Our liabilities to the Insured Person under this Policy by paying an amount equal to that claimed.
- (g) The Insured Person shall take all reasonable steps to keep the costs of the Claim or any Legal Proceedings as low as possible.
- (h) The Insured Person must send to Us directly or authorise the Appointed Representative to send to Us all bills for Legal Costs and Expenses, orders or awards for costs immediately on receiving them and We have the right to have these submitted for

assessment by the courts or certification by the Law Society.

- (i) The Insured Person must authorise any Appointed Representative to receive any sums by way of legal costs recovered from the Third Party and to pay the same to Us to the extent of the sums indemnified under this Policy. Any sums received directly by the Insured Person should similarly be paid over to Us to the extent of the sums indemnified under this Policy.
- (j) The Insured Person must take all action possible to recover any costs, charges or fees We or the Underwriters may have paid or be liable to pay under this Policy and pay any such amounts recovered to Us. In any event, upon payment of all sums due for Legal Costs and Expenses under this Policy We can take over and if necessary conduct proceedings in the name of the Insured Person to recover such Legal Costs and Expenses which the Insured Person is entitled to receive from the Third Party.

6. Withdrawal

If the Insured Person withdraws from a Claim or discontinues instructions to an Appointed Representative expressly or by omission without Our agreement all Legal Costs and Expenses and Defendants Legal Costs will become the responsibility of the Insured Person. We will also be entitled to be reimbursed by the Insured Person for all Legal Costs and Expenses paid or incurred during the course of the Claim.

7. Communication

All notices and communications from Us and the Underwriters or their Authorised Representative will be considered to have been sent if sent to the last known address of the Insured Person.

8. Dual Insurance

If at the time of any Insured Event there is any other insurance, which provides cover for the loss, or any

part of it We will only be responsible for the amount not recoverable under that insurance.

9. Prospects of Success

Cover will only be provided if We and, where applicable, the Appointed Representative, are of the opinion that there are reasonable prospects of recovery from the Third Party. In cases where the Insured Event occurs outside of the United Kingdom We reserve the right to conduct enquiries or take legal advice on the prospects of success in the appropriate jurisdiction before deciding whether to provide cover. We can give written notice to the Insured Person and the Appointed Representative to discontinue cover if during the course of a Claim We consider reasonable prospects of success no longer exist.

10. Compliance and Avoidance of Policy

We and/or the Underwriters have the right to cancel this Policy and declare the same null and void if:

- (a) You do not hold a valid Motor Insurance Policy or, if relevant, valid Green Card, at the time of the Insured Event for the vehicle involved.
- (b) Your motor insurers are entitled to avoid the Motor Insurance Policy or refuse indemnity.
- (c) Any statements or answers made by You to Us or the Underwriters participating agent before the start of this Policy are found to be false or untrue.
- (d) You fail to disclose to Us any material fact relevant to the risks insured under this Policy.
- (e) An Insured Person makes any Claim under this Policy, which is fraudulent or false in any material respect.
- (f) You fail to pay the required Policy Premium, if not having been waived, to the Participating Agent or Us within 14 days of issuing of the Policy.

11. Alteration

You must notify us immediately of any change, which may or does affect this policy.

12. Complaints

It is the intention to give you the best possible service but if you do have any questions or concerns about this insurance or the handling of a claim you should in the first instance contact the Chief Executive Officer of Motorplus Limited at the following:

Motorplus Limited
Kircam House, Whiffler Road, Norwich NR3 2AL

Tel: 01603 420000

Fax: 01603 420010

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

Head of Claims, UK Underwriting Limited,
2 Gibraltar House, Bowcliffe Road, Leeds LS10 1HB

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

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 as a [Micro-Enterprise](#), or 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

E-mail: info@financial-ombudsman.org.uk

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

Compensation Scheme

Ageas Insurance 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. For claims against insurers, 90% of the claim is covered, with no upper limit. You can get more information about compensation scheme arrangements from the FSCS.

13. Arbitration

In the event of any dispute or difference whatsoever arising out of this Policy or any Claim made there under the matter shall be referred to an arbitrator who shall be either a solicitor or a barrister agreed upon by the Insured Person and Us. If the Insured Person is not the Policyholder by claiming under the Policy they agree to be a party to any Arbitration under this Clause whether jointly with the Policyholder or otherwise and whether as Claimant or Defendant.

If We cannot agree on an arbitrator then the President of the Law Society or the Chairman of the Bar Council or similar legal professional body within the Territorial Limits will choose one. The appointment and subsequent arbitration shall be binding on both parties. Whoever loses the arbitration must pay all the costs involved. If the decision is not clearly made against the Insured Person or Us, the arbitrator will decide how the Insured Person and We will share the costs.

14. Exclusions

The Underwriters will not indemnify the Insured Person in respect of:

1. Any Insured Event that took place outside of the Period of Insurance.
2. Any Claim reported to Us more than 180 days after the Insured Event.
3. Any Legal Costs and Expenses for any period subsequent to a refusal by the Appointed Representative to act further for the Insured Person for a reason, which We consider, is justified unless We agree to another Appointed Representative being instructed.
4. In any case where the Insured Person has misled Us or the Appointed Person as to the circumstances of the accident.
5. In any case where the Insured Person fails at the time of making the Claim or at any stage to disclose to Us and/or the Appointed Representative material facts relevant to the Claim.
6. Compensation, costs, damages, fines or penalties of any kind awarded by a court of criminal jurisdiction.
7. Claims for damage to any property or any related loss, expense costs that are indirectly caused by the event which led to Your claim, unless specifically stated in this Policy.
8. Any Claim arising out of a deliberate and/or criminal act or omission or which is found to Our satisfaction to be of a fraudulent nature.
9. Any claim arising from the theft or attempted theft of the Insured Vehicle.
10. In any case where the Insured Person does not possess a valid Motor Insurance Policy, valid road fund licence or MOT for the Insured Vehicle or a valid driving licence.
11. In any case where the Insured Vehicle is not in a roadworthy condition at the time of the Insured Event.
12. Any Claim where the Insured Person's motor insurers are entitled to repudiate the Motor Insurance Policy or refuse indemnity.
13. All Claims in the Territorial Limits where a valid Green Card is required and has not been issued.
14. Any Insured Event arising out of the use of an Insured Vehicle by the Insured Person in connection with racing, rallies, trials or competitions of any kind.
15. Any Claim where no Premium has been paid by You or received by Us or the Participating Agent within 14 days of the date of issuing of the Policy, save where this requirement has been waived.
16. Any Claim where the Third Party cannot be traced or identified.
17. Any Claims arising from:
 - (a) Ionising, radiation or contamination by

radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

- (b) The radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or component of it.
 - (c) Riot, civil commotion, war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, nationalisation, requisition, destruction or damage to property, the car being confiscated/or destroyed by or under the order of any government or public or local authority.
 - (d) Pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
 - (e) Any Claims directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date.
18. Legal Costs and Expenses incurred prior to notification of the Insured Event to Us.
19. Legal Proceedings dealt with by a court or other body, which We have not agreed to or are outside the Territorial Limits.
20. The cost of representation in the Small Claims Track or any other proceedings or dispute resolution process where costs cannot be recovered or paid on a standard or similar basis.
21. Any undertaking the Insured Person gives to the Appointed Representative, or which the Insured Person or the Appointed Representative gives to any person about payment of fees or expenses, unless We have given prior written authority.

15. Governing Law and Language

This insurance is written in English and all communications about it will be in English.

The parties are free to choose the law applicable to this insurance contract. Unless specifically agreed to the contrary this insurance shall be subject to the Laws of England and Wales.

16. Whole Agreement

This Policy contains the entire agreement between the Policyholder and any Insured Person claiming under it and the Underwriters and Us on their behalf and no other representation or warranty by the Insured Person or Us or their Authorised Representatives or any third party shall have any contractual effect unless agreed by both parties in writing.

17. Cancellation

Should you wish to cancel the legal expenses cover this will require you to cancel the entire Plus policy which includes the car insurance and legal expenses cover. Please refer to the Cancellation section on page 9 for further details.

In the event of a complaint

Please refer to Condition 12 regarding any enquiry or complaint in connection with this Policy.

Making a Claim

To make a claim call our Claims Centre on 0845 634 6181.

The Claims Centre is available 24 hours a day, every day.

You can ask for assistance where You:

- need temporary transport
- are injured
- have suffered losses which Your insurer does not refund ("uninsured" losses)

This Policy can help where You have had a motor accident which was not Your fault.

About Motorplus ULR Legal Expenses

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

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

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 The Green Insurance Company who will be happy to assist.

If you have a Motor Accident

Unfortunately motor accidents happen. And 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 0845 634 6181.

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.

If You have “uninsured losses” (losses which Your own insurers will not refund You, such as lost earnings, policy excess or 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 0845 634 6181 or write to:

MotorPlus, PO Box 141, Norwich NR3 2JJ

Please contact MotorPlus who will appoint a solicitor from their panel to deal with the claim on Your behalf and if necessary, arrange for a hire vehicle.

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

Telephone Advice Service

For general advice about an accident, claim or cover under this Policy please ring 0845 272 7603.

Data Protection Act 1998

Motorplus Limited does not pass any personal data about you to any third parties. When you apply for insurance and/or make a claim, you will be required to disclose relevant personal data about yourself to Motorplus Limited or their agents, including data which is deemed “sensitive” under the Data Protection Act 1998. Your explicit consent to the processing of this data, which is required under the Data Protection Act 1998, will be requested at the time of purchase or when you make a claim. Please note that any information that you provide to Motorplus Limited may be shared with other insurers, for the purpose of preventing fraudulent claims. All information provided by yourself will be used by Motorplus Limited its agents and associated companies, other insurers, regulators, industry and public bodies (including the police) and agencies to process this insurance and any upgrade to this insurance, handle claims relating to this insurance and prevent fraud.

Motorplus Limited is authorised and regulated by the Financial Services Authority.

Regulated by the Ministry Of Justice in respect of regulated claims management activities.

Green Assist Recovery Policy

insurance
green and simple

www.greeninsurancecompany.co.uk



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Recovery Breakdown Cover – Policy Summary

keyfacts®

The following summary for Green Assist Recovery Breakdown Cover does not contain the full terms and conditions of the breakdown policy. For a full explanation of the terms and conditions, please look at the main policy wording.

How to make a claim

If your vehicle breaks down please call our 24 hour Control Centre on **0800 781 4413**.

If you are unable to make a connection, please call **01206 714 706**.

Level of Cover

Recovery If your vehicle suffers a breakdown, we will provide cover as detailed within the policy wording. Cover will apply during the period of insurance and within the territorial limits.

Significant Features and benefits	Refer to
Roadside Assistance	Section 1
Home Assist	Section 1
Message Assist	Section 2
Nationwide Recovery	Section 3
Alternative Travel	Section 3
Emergency Overnight Accommodation	Section 3
Medical Transfer	Section 4

Significant Exclusions	Refer to
For a full list of exclusions, please refer to the policy terms and conditions	
Labour charges over 1 hour at the roadside	Section 1
More than six callouts per year	Section 1
The costs of any parts or materials used to repair your vehicle	Section 1
Breakdowns caused by either insufficient fuel or putting the incorrect fuel in your vehicle	General Exclusions
If your vehicle breaks down within 48 hours of buying this policy	Period of Insurance
Any breakdown that occurred before the policy commenced or before the vehicle was placed on cover	General Exclusions

For assistance call **0800 781 4413**

Your right to cancel

Should you wish to cancel the breakdown cover, this will require you to cancel the entire Plus policy which includes the car insurance and breakdown cover. Please refer to the Cancellation section on page 9 for further details.

Policy Duration

This is an annual policy. Please refer to your welcome letter for the date cover is effective from.

Choice of Law

This contract is governed by the laws of England and Wales and all communication will be in English.

What to do if you have a complaint

The full complaints procedure is shown in the policy wording (section 7). A copy will also be sent on request. If your complaint is regarding the standard of service you have received under your policy, you should contact the policy administrator, Call Assist Ltd, Axis Court, North Station Road, Colchester, Essex, CO1 1UX. If you are still not satisfied, please write to: The Customer Relations Department, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol, BS1 6NH. Or you can phone DAS on **0117 934 0066** or e-mail customerrelations@das.co.uk

If you are still dissatisfied, short of court action, you can ask the Financial Ombudsman Service to review your case. This must be done within six months of the date of the underwriter's final decision.

Contact details are:

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

Call: **0845 080 1800**

Web: www.financial-ombudsman.org.uk

Are we covered by the Financial Services Compensation Scheme (FSCS)?

Your insurer is covered by the Financial Services Compensation Scheme (FSCS) which means that you may be entitled to compensation if they are unable to meet their obligations to you. Further information about this is available from the Financial Services Authority or the FSCS. The contact information is:

The FSCS
7th Floor, Lloyds Chambers
Portsoken Street
London E1 8BN

Tel: **0800 678 1100**

E-mail: enquiries@fscs.org.uk

Service Provider and Insurer

This service is provided by Call Assist Ltd, Axis Court, North Station Road, Colchester, Essex, CO1 1UX, registered company number 3668383, and is underwritten by DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol, BS1 6NH, registered company number 103274.

Call Assist Ltd and DAS Legal Expenses Insurance Company Limited are authorised and regulated by the Financial Services Authority.

Recovery Breakdown Cover – Policy Wording

The Green Insurance Plus policy incorporates car insurance together with legal expenses insurance and breakdown cover. Each policy is underwritten by a different insurer and are individual contracts.

Please read this policy wording to make sure you have the level of cover you need and to help you use the service:

Statement of Demands and Needs

This policy meets the demands and needs of persons wishing to ensure that they are covered in the event of a vehicle breakdown away from home. The Green Insurance Company has not made a personal recommendation as to the suitability of this policy to your individual circumstances. As with any insurance, it does not cover all situations and you should read the terms and conditions of this policy to make sure that it meets your specific needs.

By insuring with The Green Insurance Company, you agree to any amounts you may owe us, or our debt recovery agency, being deducted from any premium refund due to you. For your convenience and protection, we may automatically renew your policy unless you tell us not to. We will write to you before the policy renewal date to remind you of this and to let you know what the new payments will be. If we automatically renew your policy, we will take payment from the most recent bank or payment card details that you have given us.

Vehicle Health Check

This policy operates on the basis that you will have had your vehicle properly serviced and maintained in accordance with the manufacturer's specifications.

Please keep proof of regular servicing in the event of any dispute.

If you call us for assistance and the Recovery Operator reports to us that it is evident you have not maintained your vehicle in roadworthy condition,

you will have to pay all the costs arising from the assistance provided.

Change of Vehicle

This policy only covers the vehicle registered on our database, therefore any change must be notified to The Green Insurance Company immediately by telephone on **0845 272 7603**. Please have ready your policy number; the new registration, make, model and colour of your vehicle and the date you wish us to make the change. If you do not notify us of the new vehicle details, we may not be able to supply you with a service.

Governing Law

English Law governs this policy.

Language

We have chosen to use the English language in all documents and communication relating to this policy.

Definitions

Breakdown

An electrical or mechanical failure, accident, vandalism, fire, theft or attempted theft, flat battery, key breakage or accidental damage to tyres which immediately renders the vehicle immobilised.

Home Address

The last known address recorded on our system where your vehicle is ordinarily kept.

Home Assist

Assistance within a one mile radius of Your home address.

Period of Insurance

12 months from the policy inception date as shown on your confirmation letter, which shall be at least 48 hours following the date you apply for cover.

Recovery Operator

The independent technician Call Assist appoints to attend your breakdown.

Suitable Garage

Any appropriately qualified mechanic or garage which is suitable for the type of repair required and where the remedial work undertaken can be evidenced in writing.

Territorial Limits

Great Britain, Northern Ireland, Isle of Man and the Channel Islands for residents.

Us, We, Our

Call Assist Ltd, Axis Court, North Station Road, Colchester, Essex, CO1 1UX.

Vehicle

The vehicle or caravan/trailer registered with Call Assist Ltd. This includes cars, motorised caravans, light vans, estate cars, and 4X4 sport utility vehicles.

You, Your

The policyholder or any other authorised occupant of the insured vehicle.

PART A – Annual Cover for Motoring and Domestic Assistance within the UK territorial limits

Cover applies as described in sections 1 to 5

Section 1: Home Assist & Roadside Assistance

What to do if you breakdown

If your vehicle breaks down please call our 24 hour Control Centre on: **0800 781 4413**

If you are unable to make a connection, please call **0120 671 4706**.

Please have the following information ready to give to our Rescue Controller, who will use this to validate your policy.

1. Your return telephone number with area code
2. Your vehicle registration
3. The precise location of your vehicle (or as accurate as you are able in the circumstances)
4. The fault with your vehicle
5. Any other information that will be useful to us

We will take your details and ask you to remain by the telephone you are calling from. Once we have made all the arrangements we will contact you to advise who will be coming out to you and how long they are expected to take. Your mobile phone must therefore be switched on and available to take calls at all times. You will then be asked to return to your vehicle.

Please remember to guard your safety at all times but remain with or nearby your vehicle until the Recovery Operator arrives. Once the Recovery Operator arrives at the scene please be guided by their safety advice.

If you have broken down on a motorway and have no means of contacting us or are unaware of your location, please use the nearest SOS box and advise the police of our telephone number. They will then contact us to arrange assistance. If the police are present at the scene please advise them that you have contacted us or give them our telephone number to call us on your behalf.

Your Cover

If your vehicle suffers a breakdown, we will provide cover as detailed below for any breakdown in accordance with the policy wording. Cover will apply during the period of insurance and within the territorial limits.

We will send help to the scene of the breakdown and pay for:

- 1.1 callout and up to one hour's labour for assistance at your home address or at the roadside, and if necessary;
- 1.2 the transportation of your vehicle, you and up to 7 passengers to the nearest suitable repairer.

Exclusions applying to this section:

- a) roadside labour charges in excess of 1 hour.
- b) any labour charges incurred at the Recovery Operator's premises.
- c) the cost of parts or materials used to repair your vehicle.
- d) toll and ferry charges for your vehicle.
- e) any winching charges or the use of specialist equipment.
- f) more than 6 call outs per policy per year.

Quick-Pledge

If we do not arrive on the scene within one hour from the end of your original call for assistance, you can claim £10 back from us under our Quick Pledge. To claim, you should write, giving full details, to the Customer Services Department, Call Assist Ltd, Axis Court, North Station Road, Colchester, Essex, CO1 1UX.

Section 2: Message Service

If you require, we will pass on two messages to your home or place of work to let them know of your predicament and ease your worry.

Section 3: Vehicle Recovery/Onward Transportation

If your vehicle cannot be repaired locally within the same working day or a period agreed between you and our Rescue Controller, we will arrange and pay for:

- 3.1 The transportation of your vehicle, you and up to 7 passengers to your home address, or if you would prefer and it is closer, your original destination within the territorial limits.

The means of transport will be at our discretion.

The recovery must take place at the same time as the initial callout otherwise you will have to pay for subsequent callout charges.

If your vehicle requires recovery, you must immediately inform our Rescue Controller of the address you would like the vehicle taken to. Once the vehicle has been delivered to the nominated address, the vehicle will be left at your own risk.

- 3.2* Or, if your vehicle has been stolen and has not been recovered by the end of the working day, we will arrange and pay for you and

up to 7 passengers, by one direct journey, to return to your home address or original destination anywhere within the UK.

- 3.3* Or, if your vehicle has not been transported in accordance with the above, we will arrange and pay up to £250 in total for one of the following benefits:-

i) a hire car, where available, for up to 24 hours to either continue your journey or return home anywhere within the UK. We will pay for hire charges up to a group C vehicle, collision damage waiver and any necessary drop off charge, but you will be responsible for the cost of any fuel used. Please note: you will be responsible for any damage to the hire car and any excess imposed by the hire car provider. You must be able to satisfy the requirements of the hire car provider, as to an acceptable driving licence and minimum driver age. The provider will also require sight of your credit or debit card before releasing the vehicle to you. We will also pay for the cost of one single standard class rail ticket to enable you to collect your vehicle once repairs have been carried out.

If we are unable to arrange a suitable hire car as your party is too large, or where it is not available under the supplier's hire terms, you will have to select one of the other two benefits from this section;

- ii) Or, we will cover the cost for you to either continue your journey or return home, anywhere within the UK, by public transport. The means of such public transport shall be at our discretion. We will also pay the cost of one single standard class rail ticket to enable you to collect your vehicle once repairs have been carried out.
- iii) Or, at our discretion, we will cover the cost of providing necessary bed and breakfast

overnight accommodation for you and up to 7 passengers in a local hotel while awaiting repairs. This only applies if the breakdown has occurred at a late hour and you are more than 25 miles from your home address.

*These services may be offered on a pay/claim basis, which means you must pay initially and we will send you a claim form to complete and return for reimbursement. Before arranging these services, authorisation must be obtained from our Rescue Controller. We will only reimburse claims when we are in receipt of a valid invoice/receipt.

Exclusions applying to this section:

- a) any costs which would not have been incurred had no claim arisen.
- b) toll and ferry charges for your vehicle.
- c) the recovery of the vehicle and passengers if repairs can be carried out at or near the scene of the breakdown within the same working day. If recovery takes effect we will only recover to one address in respect of any one breakdown.
- d) fines, parking charges and any congestion charges arising from use of a hire vehicle.

Section 4: Medical Transfer and General Assistance

You may telephone our 24 hour Control Centre in connection with the following:-

- 4.1 Emergency medical transfer if you are hospitalised away from home, during the course of a journey within the UK territorial limits in the vehicle. We will organise medical transfer as appropriate, but you will be responsible for paying any and all costs and expenses incurred in such a transfer.

- 4.2 We can provide assistance for faults that are not covered under this policy or where you would like us to assist additional passenger numbers, who exceed the maximum of 7, stated within this policy. All costs (including an administration fee) must be paid for immediately by credit or debit card. If you wish to use this service please call **0800 781 4413** and request the "pay on use service".

UK Annual Motoring Assistance

On motorways use the nearest emergency telephone and provide the police with our contact number and your policy details. The police may arrange for your recovery from the motorway. In this case contact us when you reach an ordinary phone or use a mobile. If the local police call for a recovery vehicle to tow you from the motorway, and you are asked to pay on the spot for this service, you should send us the original receipt.

You must contact us and gain authorisation from one of our Rescue Controllers prior to incurring any expenses.

Section 5: Domestic Assistance

If, during the period of insurance your principle domestic residence within the UK territorial limits suffers a sudden and unforeseen home emergency, which necessitates action to:

- render the home safe or secure;
- alleviate unreasonable discomfort you may experience in the home;
- avoid damage or further damage to your home; or
- restore the main services to the home, then:

We will arrange for a tradesman to render assistance in connection with:

- 5.1 The fixed domestic plumbing or drainage systems where there has been or is likely to be an escape of water or sewage.
- 5.2 Domestic gas or electricity supply systems in the event of complete failure.
- 5.3 The roof where internal damage has been or is likely to be caused.
- 5.4 The external locks, doors or windows rendering the home insecure.
- 5.5 The fixed heating system where there is an escape of water or oil.

Every effort will be made to ensure assistance is provided promptly by a tradesman qualified to render an efficient and professional service. However in no circumstances can we accept liability for loss or damage of any kind, which may arise or result from the use or intended use of this service, unless negligence on our part can be demonstrated. You remain responsible for paying, at the time the work is carried out, directly to the tradesman, all charges arising in connection with callout, labour and parts or materials used.

Exclusions under this section:

- a) any costs relating to work carried out on the home.
- b) any assistance under section 5 when you are on a trip abroad.
- c) any bedsits or properties with multiple occupation/residential or nursing homes.

Major emergencies which may result in serious damage or danger to life or limb should be immediately advised to the Public Supply Authority, or in case of difficulty, the Emergency Services. Suspected gas leaks should always be reported to **TRANSCO** by calling **0800 111 999**.

PART B – General Terms Applying to All Sections

Section 6: General Exclusions

This policy does not cover the following:-

- 6.1 Any subsequent callouts for any symptoms related to a claim which has been made within the last 28 days, unless your vehicle has been fully repaired at a suitable garage, declared fit to drive by the Recovery Operator, or is in transit to a pre-booked appointment at a suitable garage.
- 6.2 Breakdowns caused by failure to maintain your vehicle in a roadworthy condition including maintenance or proper levels of oil and water.
- 6.3 Service if your vehicle is being used for motor racing, rallies, public hire, private hire, courier services or any contest or speed trial or practice for any of these activities.
- 6.4 Service if your vehicle cannot be reached or is immobilised due to snow, mud, sand or flood or where your vehicle is not accessible or cannot be transported safely and legally using a standard transporter.
- 6.5 Any breakdown that occurred before the policy commenced or before the vehicle was placed on cover.
- 6.6 Service following any intentional or wilful damage caused by you to your vehicle.
- 6.7 Any damage to your vehicle or its contents whilst being recovered, stored or repaired and any liability arising from any act performed in the execution of the assistance services provided. We will not pay for any losses that are not directly covered by the terms and conditions of this policy. For example, we will not pay for you to collect your vehicle from a

Recovery Breakdown Cover – Policy Wording

- repairer or for any time that has to be taken off work because of a breakdown or loss from cancelled or missed appointments.
- 6.8 Direct or indirect loss, damage or liability caused by, contributed to or arising from: -
- a) Ionising radiation or contamination by radioactivity from an irradiated nuclear fuel or from nuclear waste from the combustion of nuclear fuel.
 - b) The radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component thereof.
 - c) Any results of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), terrorism, civil war, rebellion, revolution, military or usurped power.
- 6.9 Any cost recoverable under any other insurance policy that you may have.
- 6.10 The cost of food, drinks, telephone calls (whenever possible, we will call you back as soon as possible), or other incidentals.
- 6.11 Ferry and toll charges, fines or penalties imposed by the courts or congestion charges arising under this policy.
- 6.12 Any winching costs or specialist off-highway equipment. Any vehicle or equipment used other than a standard recovery vehicle which is required to move a vehicle which has left the highway or is overturned or without wheels, would be considered specialist. Once your vehicle has been recovered to a suitable location, normal service will be provided.
- 6.13 Assistance following a breakdown or accident attended by the police or other emergency services until they have authorised your vehicle's removal.
- 6.14 Breakdowns caused by either insufficient fuel or putting the incorrect fuel in your vehicle.
- 6.15 Any costs for locksmiths, glass replacement or tyre specialists are your responsibility.
- 6.16 Claims arising from circumstances which were known to you at the time of applying for this policy or at any time prior to the commencement date of the period of insurance, or claims arising as a result of a material fact or facts, which have not been disclosed to us prior to the commencement of the period of insurance.
- 6.17 Any cost that would have been incurred if no claim had arisen.
- 6.18 Any caravan/trailer where the total length exceeds 7 metres (23 feet) and where it is not attached to your vehicle with a standard towing hitch.
- 6.19 Vehicles not registered with us.
- 6.20 Repair and labour costs other than one hour roadside labour at the scene.
- 6.21 The cost of fuel or oil for a hire vehicle.
- 6.22 Service if you already owe us money.
- 6.23 Where service cannot be effected because your vehicle does not carry a serviceable spare wheel, aerosol repair kit, appropriate jack, mechanisms for unlocking the wheels, or whatever comes as standard to deal with a puncture or change of wheel.
- 6.24 Overloading of your vehicle or carrying more passengers than it is designed to carry.
- 6.25 Claims not notified and authorised prior to expenses being incurred.
- 6.26 The charges of any other company (including police recovery) other than the Recovery Operator, car hire agency or accommodation charges which have been authorised by us.

- 6.27 Any charges where you, having contacted us, effect recovery or repairs by other means unless we have agreed to reimburse you.
- 6.28 Failure to comply with requests by us or the Recovery Operators concerning the assistance being provided.
- 6.29 Any claims relating to the following: -
- a) Vehicles in excess of 3,500 kg (3.5 tonnes) gross vehicle weight.
 - b) Vehicles more than 7 metres (23 feet) long, 2.25 metres (7 feet) wide and 3 metres (10 feet) high.
- 6.30 More than 6 callouts per year.
- 6.31 If you request assistance because your vehicle is not secure or has a fault with electric windows, sunroofs or locks not working, unless the fault occurs during the course of a journey and your safety is compromised.
- 6.32 Assistance if your vehicle is deemed to be illegal, untaxed, uninsured, unroadworthy or dangerous to transport.
- 6.33 Any cover which is not specifically detailed within this policy.
- 6.34 Assistance following glass breakage, unless this occurs during the course of a journey on a motorway and your safety is compromised. In this circumstance and provided a replacement glass company cannot assist you, we will only provide a tow to the nearest location which is a Service Station or Petrol Station. All costs thereafter will be your responsibility. This facility is only available if the main windscreen is broken and excludes side screens.
- 6.35 The recovery of the vehicle and passengers if repairs can be carried out at or near the scene of the breakdown within the same working day. If recovery takes effect we will only recover to one address in respect of any one breakdown.
- 6.36 The cost of parts or materials used to repair your vehicle.
- 6.37 Except as permitted by Section 3; recovery of the vehicle or your transport costs to return the vehicle to your home address once it has been inspected or repaired.

Section 7: General Conditions

- 7.1 You must take all ordinary and reasonable precautions to prevent or minimise any loss, damage or breakdown covered under this policy. You must take all steps necessary to expedite the completion of repairs, and you shall not abandon your vehicle or any of its parts to us without our authorisation.
- 7.2 We cannot accept responsibility for the transportation of pet animals or livestock carried within your vehicle at the time of a breakdown. Any extra costs involved in the transportation of pets or alternative transportation requirements in the event of a breakdown, would not be covered by this policy.
- 7.3 You must comply in full with all the terms and conditions of this policy before a claim will be paid. You must make no admission, offer, promise or payment without our prior consent. In order to benefit from the cover, you must agree to abide by all the relevant terms, conditions and exclusions of this policy.

Recovery Breakdown Cover – Policy Wording

- 7.4 We are entitled to take over your rights in the defence or settlement of a claim, or to take proceedings in your name for our own benefit against another party and we shall have full discretion in such matters.
- 7.5 If any dispute arises as to policy interpretation, or as to any rights or obligations under the policy, we offer you the option of resolving this by using the Arbitration procedure we have arranged. Please see the details shown in Section 8 – Complaints Procedure. Using this service will not affect your legal rights.
- 7.6 If any fraudulent claim is made or if any fraudulent means or devices are used to obtain any benefit under the insurance, this Policy shall become void and the premium paid shall be forfeited. Any benefits so claimed and received must be repaid to us.
- 7.7 You will be required to reimburse to us, within seven days of our request to you, any costs or expenses we have paid out on your behalf which are not covered under the terms of the insurance.
- 7.8 A garage or specialist undertaking repair work on your instructions and which is not specifically covered under this policy will be acting as your agent for such repair work.
- 7.9 At the time of a claim, at our request you must provide evidence of proper servicing of your vehicle.
- 7.10 If you have a road traffic accident, you must supply your motor vehicle insurance details to us when we ask for this information. The incident must be reported to the insurer.
- 7.11 You must declare to us all facts which are likely to affect this policy. Failure to do so may prejudice entitlement to claim. If you are uncertain as to whether a fact is material, you should declare it to us.
- 7.12 We will make every effort to apply the full range of services in all circumstances dictated by the terms and conditions. Remote geographical locations or unforeseeable adverse local conditions may preclude the normal standard of service being provided. In all cases where such difficulties exist, the full monetary benefits of the insurance cover will apply.
- 7.13 You must comply in full with the terms and conditions of this policy before a claim will be paid. Please read this policy carefully, and if unsure as to what is covered or excluded, contact The Green Insurance Company on **0845 272 7603**.
- 7.14 In the event of an emergency or any occurrence which may give rise to a claim for substantial costs under this policy, you must contact us as soon as practicable. You must make no admission, offer, promise or payment without our prior consent. [Please telephone us first.](#)
- 7.15 We may, at any time, pay to you our full liability under this policy after which no further liability shall attach to us in any respect or as a consequence of such action. For assistance call: **0800 781 4413**
- 7.16 If a callout is cancelled by you and a Recovery Operator has already been dispatched, you will lose a callout from your policy. We recommend you wait for assistance to ensure the vehicle is functioning correctly. If you do not wait for assistance and the vehicle breaks down again within 12 hours for the same or a connected reason, you will be charged for the second and subsequent callouts.
- 7.17 We reserve the right to charge you for any costs incurred as a result of incorrect information being provided.

- 7.18 If the vehicle is beyond economical repair we have the option to offer the market value of the vehicle and pay for alternative transport home.
- 7.19 We reserve the right to recover your vehicle in accordance with and subject to any legislation, which affects drivers' working hours.
- 7.20 Regardless of circumstances, we will not be held liable for any costs incurred if you are unable to make a telephone connection to any numbers provided.

For assistance call: **0800 298 0683**

Section 8: Complaints Procedure

We aim to provide a high standard of service. Please telephone us if you feel we have not achieved this and we will do our best to sort the problem immediately.

- 8.1 Any enquiry or complaint you have about your policy should be addressed first to the policy administrator: Call Assist Ltd, Axis Court, North Station Road, Colchester, Essex, CO1 1UX.

Or email us at: customerrelations@call-assist.co.uk

If we are unable to give you a final decision by four weeks from the day we receive your complaint, we will explain why and advise you when we hope to reach a decision.

- 8.2 If you are still not satisfied after receiving our response, please write to the policy underwriter: The Customer Relations Department, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol, BS1 6NH. Or you can phone DAS on 0117 934 0066 or e-mail customerrelations@das.co.uk

Please include details of your policy and vehicle registration number to help your enquiry to be dealt with speedily.

- 8.3 If you are still dissatisfied after receiving a final response from DAS Legal Expenses Insurance Company Limited, short of court action, you can ask the Financial Ombudsman Service to review your case. This must be done within six months of the date of the underwriter's final decision. Contact details are: The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR. Telephone: 0845 080 1800. www.financial-ombudsman.org.uk.

Section 9: Cancellation Provisions

- 9.1 **Right to return the insurance document**
Should you wish to cancel the breakdown cover, this will require you to cancel the entire Plus policy which includes the car insurance and breakdown cover. Please refer to the Cancellation section on page 9 for further details.
- 9.2 **Cancellation by Us**
We or The Green Insurance Company may give you 7 days notice of cancellation of this policy by writing to you at your last known address.
- 9.3 **Effective time of cancellation**
This policy shall cease at 00.01 hours Greenwich Mean Time on the day following the last day of the Period of Insurance.
- 9.4 **Financial Services Compensation Scheme**
Your insurer is covered by the Financial Services Compensation Scheme (FSCS) which means that you may be entitled to compensation if they are unable to meet their obligations to you.

Further information about this is available from the Financial Services Authority or the FSCS. The contact information is:

The FSCS
7th Floor, Lloyd's Chambers
Portsoken Street
London E1 8BN
Tel: 0800 678 1100
E-mail: enquiries@fscs.org.uk

Section 10: Data Protection Act

We collect and maintain personal information in order to administer the policies of insurance that we issue. All personal information is treated with the utmost confidentiality and with appropriate levels of security. We will not keep your information longer than is necessary.

Your information will be protected from accidental or unauthorised disclosure. We will only reveal your information if it is allowed by law, authorised by you, to prevent fraud or in order that we can liaise with our agents in the administration of this policy.

Under the terms of the Act you have the right to ask for a copy of any information we hold on you upon payment of an administrative fee. You also have the right to ask for correction of any incorrect information held. Any inaccurate or misleading data will be corrected as soon as possible.

Enquiries in relation to data held by us should be directed to the Customer Services Department, Call Assist Ltd, Axis Court, North Station Road, Colchester, Essex, CO1 1UX.

Standard of Workmanship

We will monitor the progress of your assistance but cannot be responsible for the repair work provided by a garage, dealer or tradesman.

Service Provider and Insurer

This service is provided by Call Assist Ltd, Axis Court, North Station Road, Colchester, Essex, CO1 1UX, registered company number 3668383, and is underwritten by DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol, BS1 6NH, registered company number 103274.

Home State: United Kingdom

Call Recording

To help us provide a quality service, telephone calls may be recorded.

Call Assist Ltd, firm reference number 304838 and DAS Legal Expenses Insurance Company Limited, firm reference number 202106 are authorised and regulated by the Financial Services Authority.

The Green Insurance Company
1 Masterton Way
Tannochside Business Park
Uddingston G71 5PU

Registered in Scotland
Company number SC314868
VAT number 380094850

Registered Office
1 Masterton Way
Tannochside Business Park
Glasgow G71 5PU

The Green Insurance Company is an insurance intermediary, authorised and regulated by the Financial Services Authority. For your protection and ours, calls may be recorded.

www.greeninsurancecompany.co.uk

