



Car Insurance

Your policy explained.



Welcome to Norwich Union Direct

Now that you've chosen us for your car insurance, you can be sure that we'll be there for you whenever you need us: 24 hours a day, 365 days a year.

We pride ourselves on our claims service. If it's 3am, pouring with rain, your car has been stolen or has been in an accident and you're miles away from home, all you want is help as quickly as possible.

We will help you if you:

- are involved in an accident;
(it is important that you report any accident to us immediately, even if you are not making a claim under your policy);
- want to make a claim;
- have a broken windscreen or window;
(please call us before making your own arrangements)
- have chosen legal services optional cover and need legal help.

How to get help

Call us free on

0800 222 400

For our joint protection telephone calls may be recorded and/or monitored.

It's our problem now

If you've had an accident

Depending on your cover, we can arrange for your car to be recovered and you and your passengers taken home or to your destination safely within the United Kingdom of Great Britain & Northern Ireland. You don't need to worry about estimates as we have our own approved repairer network and will instruct them within an hour of you telling us that your car needs repairing. We will also authorise repairs and settle payments direct with the repairer and all repairs are guaranteed for three years.

If you have a broken windscreen or window

If you have comprehensive cover our approved windscreen repairer, **RAC Auto Windscreens** will arrange for you to have your windscreen or window replaced or repaired.

If you are making a claim

An Incident Manager will record details of the incident and will start sorting out your problem immediately. There are no forms to fill in. The Incident Manager will confirm:

- whether your policy covers you for the incident;
- what you will have to pay; and
- all the steps involved in your claim being settled.

Our promise

- To give you quality cover at a competitive price.
- To make sure that our people are professional, pleasant and helpful.
- To deal with your claim or any enquiry speedily and efficiently.
- To send you simple, easy-to-understand information.
- Not to pressure you to buy any of our services you do not want.

What does your car insurance include?

Please check your policy schedule which gives you full details of the cover you have chosen. If you have any questions or would like to make any changes or additions to your cover, please call us on:

0800 068 3661

Monday to Friday 8am–10pm,
Saturday 8am–6pm, Sunday 10am–4pm,
including bank holidays.

Customers with Disabilities

This policy is also available in large print, audio and Braille. If you require any of these formats please contact **0800 068 3661**.

For our joint protection telephone calls may be recorded and/or monitored.



Get back on the road, fast
Accident / Claim / Windscreen helpline
**Call Norwich Union
Helpline Claims Service now**
0800 222 400
Calls may be recorded and/or monitored.

**Accident / Claims /
Windscreen Helpline card**

For easy access to our claims and customer services helpline numbers, please remove the card and keep it in your wallet or purse.

Guide to your Norwich Union Direct motor policy

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Your Norwich Union Direct motor policy

This policy booklet forms part of your legal contract with us and explains exactly what you are covered for. Your schedule shows the level of cover you have chosen.

The contract of insurance

This policy is a contract of insurance between you, the policyholder, and us, Norwich Union. This policy booklet, the information you have provided and the schedule form the contract of insurance between you, the policyholder, and us, Norwich Union.

In return for your premium, we will provide the cover shown in the schedule for accident, injury, loss or damage that happens within the territorial limits during the period of insurance.

Choice of law

The law of England and Wales will apply to this contract unless:

- you and the Insurer agree otherwise; or
- at the date of the contract, you are a resident of (or, in the case of a business, the registered office or principal place of business is situated in) Scotland, Northern Ireland, Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law of that country will apply.

Use of language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

Your cancellation rights

You have a statutory right to cancel your policy within 14 days from the day of the purchase of the contract or the day on which you receive your policy documentation, whichever is later.

If you wish to do so and the insurance cover has not yet commenced, you will be entitled to a full refund of the premium paid.

Alternatively, if you wish to do so and the insurance cover has already commenced, you will be entitled to a refund of the premium paid subject to a deduction for the time for which you have been covered. This will be calculated on a pro-rata basis for the period you have received cover. There will also be an additional charge of up to £52.50 (inclusive of Insurance Premium Tax where applicable) to cover the administrative cost of providing the policy.

To exercise your right to cancel, please contact Norwich Union Direct on 0800 068 3661.

If you do not exercise your right to cancel your policy, it will continue in force and you will be required to pay the premium.

For your cancellation rights outside the statutory cooling off period, please refer to the General conditions section of your policy booklet.

You must also return your certificate of motor insurance immediately following cancellation.

Administration charge

We reserve the right to apply an administration charge of up to £12 (subject to Insurance Premium Tax where applicable) for any adjustments you make to your policy.

Additional Covers - Refund of Premiums

If you have purchased additional cover options with this policy, a refund will not be available on those additional covers unless your insurance has not commenced, or you remove these or cancel within the 14 day statutory cancellation period.

Definitions

Wherever the following words or phrases appear, they will have the meanings described below.

You

The policyholder named in the schedule.

We, us

Norwich Union Insurance Limited (unless otherwise stated in any policy section).

Your partner

The partner or husband or wife of the policyholder, living at the same address as the policyholder and sharing financial responsibilities. This does not include any business partners or associates.

Your car

Any vehicle described in the schedule which is kept at an address within the territorial limits. Any other vehicle for which you have a valid Norwich Union Direct certificate of motor insurance showing the registration mark of that vehicle, as long as you keep it at an address within the territorial limits.

Any vehicle loaned to you, or to a permitted driver shown on your Norwich Union Direct certificate of motor insurance, by a supplier we have nominated following a claim under the policy. (Please check your policy schedule to see if you have courtesy car or hire car cover).

Any vehicle loaned to you for up to seven days by a garage, motor engineer or vehicle repairer while the vehicle described on your policy schedule is being serviced or repaired, or having an MOT test.

Schedule

The document which gives details of the cover you have.

Norwich Union Direct Certificate of motor insurance

The current document that proves you have the motor insurance you need by law. The certificate shows who can drive your car, what you can use it for and whether you are allowed to drive:

- a other cars;
- b a loaned vehicle from a garage during a service, repair or MOT, for up to seven days;
- c a loaned vehicle from our nominated supplier following a claim under the policy.

It is proof that you can use your car on a road or in any other public place, as required by the Road Traffic Acts.

The certificate does not show the cover you have.

The period of insurance

The period of time covered by this policy, as shown in the schedule, and any further period that we agree to insure you for.

Market value

The cost of replacing your car with one of a similar type and condition.

Excess

The amount you will have to pay towards any claim.

Territorial limits

Great Britain, the Isle of Man, the Channel Islands (and the Republic of Ireland and Northern Ireland for holiday purposes only).

Accessories

Parts of your car which are not directly related to how it works as a vehicle. This includes in-car entertainment, such as radios, and communication equipment which form part of your car, as well as portable phones while they are connected to a power source in your car.

Endorsement

Changes in the terms of your policy. These are shown in your schedule.

Green Card

A document that you will need in certain countries that are not members of the European Union to prove that you have the minimum insurance cover needed by law to drive in those countries.

Road Traffic Acts

Any acts, laws or regulations, which govern the driving or use of any motor vehicle in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

Policy cover index

Type of cover	Sections that apply
Comprehensive	Sections 1 to 4b and 5 to 11 apply.
Third party fire and theft	Section 1 only applies for loss or damage caused by fire, lightning, explosion, theft or attempted theft. Sections 2, 6, 7, 9, 10 and 11 apply.
Optional covers	These sections only apply if it says so in your schedule.
Legal services	Section 12 applies.
PhysioFast	Section 4c applies.

Section 1

Loss of or damage to your car

If your car is lost, stolen or damaged, we may:

- pay for your car to be repaired;
- replace your car; or
- pay you a cash amount equal to the loss or damage.

When we settle claims, we may take off an amount for wear, tear and loss of value. The same cover also applies to your car's accessories and spare parts while they are in or on your car or in your private garage. We will also pay for loss of, or damage to, your car's audio equipment or satellite navigation system (up to £500, unless it was fitted by the manufacturer). The equipment will also be covered while it is away from your car or private garage if it:

- has been designed to be totally or partially removed;
- cannot work without being attached to your car; and
- has been temporarily removed for security reasons.

The most we will pay will be the market value of your car at the time of the loss.

If you cannot drive your car as a result of damage insured under this policy, we will pay the reasonable costs of:

- protecting your car and removing it to the nearest Norwich Union Direct approved repairers; and
- delivering your car back to your address in the British Isles after the repairs have been carried out.

If we know that you are still paying for your car under a hire purchase or leasing agreement, we will pay any claim to the owner described in that agreement. Our liability under this policy will then end.

Accident recovery

If your car is not safe to drive after an accident, phone us and we will arrange for someone to come out and help you.

If your car cannot be made roadworthy within a reasonable time, we will take it to a Norwich Union Direct approved repairer and we will arrange to transport you and your passengers home or to your destination within the United Kingdom of Great Britain and Northern Ireland. We can take your car to a repairer of your choice if this is nearer, but this may lead to delays in arranging for repairs to your car.

Our employees and contractors will use reasonable care and skill when providing the accident recovery service. However, they can cancel services or refuse to provide them if, in their opinion, your demands are excessive, unreasonable or not practical.

Courtesy car and hire car

A Courtesy car is supplied to reduce your inconvenience and where possible ensure you remain mobile throughout the duration of your claim. A Courtesy car is not intended to be an exact replacement for your own vehicle. All courtesy vehicles will have comprehensive cover under your existing policy for the period of the loan, regardless of what level of cover you have requested for your car. (Please note that a courtesy car cannot be provided until your claim has been accepted and cover has been confirmed).

The table on page 12 tells you what type of courtesy car you will receive according to your policy cover and situation. This should be read in conjunction with the Important Information.

Important information

- A standard courtesy car is normally a small 3 door, 1 litre hatchback car.
- An enhanced courtesy car is normally a 5 door car with a 1.6 litre engine and room to seat 5 people.
- If your vehicle is immobile or unroadworthy we aim to provide a courtesy or hire car within **one working day** (however, if an incident occurs during a weekend it may not be possible to provide a courtesy car until the following Monday).
- In order to avoid undue delays, please advise us during the early stages of your claim if an automatic transmission courtesy car is required. Automatic courtesy cars can be supplied, providing the car being repaired is an automatic.
- A 'grey' import is a vehicle that does not comply with European Union vehicle type specification and which is imported from outside the UK (usually Japan).
- **If you have chosen not to have either of our courtesy car options you will not receive a courtesy car in any case. You should refer to your policy schedule to check the level of cover you have requested.**

Courtesy car and hire car cover

What cover have I got?	What is my situation?	What am I entitled to?
<input type="checkbox"/> Standard courtesy car cover on comprehensive policies	<input type="checkbox"/> My car is being repaired by a Norwich Union Approved Repairer <input type="checkbox"/> My car is being repaired by a repairer of my choice <input type="checkbox"/> My car cannot be repaired or has been stolen <input type="checkbox"/> My car is a 'grey' import and needs to be repaired	<input type="checkbox"/> We will provide you with a standard courtesy car for the duration of repairs <input type="checkbox"/> No courtesy car will be provided if an Approved Repairer is not used <input type="checkbox"/> We will arrange for a standard hire car, for up to 14 days, or up until your settlement cheque is received (whichever is earliest) <input type="checkbox"/> If your car is a 'grey' import (whether you are aware of this or not) we will provide you with a standard courtesy car for up to seven days only
<input type="checkbox"/> Standard courtesy car cover on Third Party Fire & Theft policies	<input type="checkbox"/> My car has been stolen or has been set on fire	<input type="checkbox"/> We will arrange for a standard hire car, for up to 14 days, or up until your settlement cheque is received (whichever is earliest)
<input type="checkbox"/> Enhanced Courtesy Car cover on comprehensive policies	<input type="checkbox"/> My car is being repaired by a Norwich Union approved repairer <input type="checkbox"/> My car is being repaired by a repairer of my choice <input type="checkbox"/> My car cannot be repaired or has been stolen <input type="checkbox"/> My car is 'grey' import and needs to be repaired	<input type="checkbox"/> We will provide you with an enhanced courtesy car for the duration of repairs <input type="checkbox"/> No courtesy car will be provided if an Approved Repairer is not used <input type="checkbox"/> We will arrange for an enhanced hire car, for you for up to 14 days, or up until your settlement cheque is received (whichever is earliest). <input type="checkbox"/> If your car is a 'grey' import (whether you are aware of this or not) we will provide you with an enhanced courtesy car for up to seven days only.
<input type="checkbox"/> Enhanced Courtesy Car cover on Third Party Fire & Theft policies	<input type="checkbox"/> My car has been stolen or has been set on fire	<input type="checkbox"/> We will arrange for an enhanced hire car, for up to 14 days, or up until your settlement cheque is received (whichever is earliest)

New car replacement

We will replace your car with a new car of the same make and specification (if one is available in the UK) if, within 12 months of you or your partner buying your car from new:

- the cost of repairing any damage covered by the policy is more than 60% of your car's UK list price (including car tax and VAT) when you bought your car; or
- your car is stolen and not recovered.

We will only replace your car if:

- you or your partner own your car or are buying it under a hire-purchase agreement (not a leasing, contract-hire agreement, or similar type of agreement);
- the hire-purchase company agrees; and
- you or your partner are the first registered keeper of your car

For the purpose of this section a car is deemed as new when:

- Your car has been pre registered in the name of the manufacturer or supplying dealer and you or your partner are the second registered keeper, providing at the time of purchase by you or your partner the car has only delivery mileage (in any event not exceeding 250 miles).

Cars sold as 'ex demonstrators' and 'nearly new' do not qualify for replacement under this section.

Excesses

If your car is lost, stolen or damaged, you are responsible for paying the excess shown on your schedule, no matter how the loss or damage happened.

The excesses shown below will apply as well as any other excess for damage claims, while the person driving your car is:

	Excess amount
a aged 20 or under	£250
b aged 21 to 24	£150

The excesses applied to windscreen claims can be found in section 8 of this book.

Uninsured Driver Promise

If the driver of your car is involved in an accident caused by an uninsured motorist, we will refund the cost of any excess you have had to pay. You must provide:

- the vehicle registration and the make/model of the car; and
- the driver's details

This promise is for comprehensive policies and only applies where the driver of your car was not at fault for the accident.

Exceptions to section 1 of your policy

Your policy does not cover the following:

- a Loss or damage arising from theft while the ignition keys of your car have been left in or on your car.
- b Loss of use, reduction in value, wear and tear, or mechanical, electrical or computer breakdowns, failures or breakages.
- c Damage to tyres by braking or by punctures, cuts or bursts.
- d Loss or damage directly caused by pressure waves caused by aircraft or other flying devices travelling at, or above, the speed of sound.
- e Loss of value following a repair.
- f Confiscation or requisition or destruction by or under order of any government or public or local authority.

Section 2

Liability to third parties

Your liability

We will insure you for all amounts which you may have to pay as a result of you being legally liable for:

- a a person's death or injury
- b damage to their property up to a maximum amount of £20,000,000 (excluding claimant's costs and expenses) and up to £5,000,000 for claimant's costs and expenses and any other costs and expenses incurred with our written consent in relation to damage to their property.

as a result of an accident caused by the following:

- Your car.
- Any other car driven by you, with the owner's express consent, in the Territorial Limits as long as all of the following apply:
 - that car does not belong to you
 - that car is not hired to you under a hire-purchase agreement
 - you are aged 25 or over at the commencement, or renewal, of the policy
 - you have comprehensive cover
 - the policy is not in the name of a company or partnership

- your Norwich Union Direct certificate of motor insurance shows that you are insured to drive that car.
- the vehicle has not been seized by, or on behalf of any government or public authority and is not the vehicle identified on your certificate by its registration number.

Any trailer being towed by a car for which cover is provided under this section.

We will also pay any expenses you have our permission in writing to claim.

Liability of other people driving or using a car for which cover is provided under this section

On the same basis that we insure you under this section, we will also insure:

- any person driving your car with your permission, as long as your Norwich Union Direct certificate of motor insurance allows that person to drive;
- any person using (but not driving) your car with your permission for social, domestic and pleasure purposes;
- any passenger travelling in or getting into or out of your car; and
- the employer or business partner of the person covered under this section while your car is being used for business purposes, as long as your Norwich Union Direct Certificate of motor insurance allows business use. This does not apply if:
 - your car belongs to or is hired by the employer or business partner; or
 - you are a corporate organisation or firm.

Legal personal representatives

If anyone who is insured under this section dies, we will protect his or her legal personal representatives against any liability that the person had, which is covered under this section.

Legal costs

We will pay the following legal costs if they relate to an incident which is covered under this section:

- The fees of solicitors we ask to represent anyone we insure under this section at a coroner's inquest or fatal accident inquiry, or to defend any proceedings in a court of summary jurisdiction.
- Fees for legal representatives we ask to defend anyone we insure under this section when proceedings are taken for manslaughter, dangerous driving or careless driving when under the influence of drink or drugs causing death.

Exceptions to section 2 of your policy

The cover under this section will not apply in the following circumstances.

- a If any person insured under this section does not keep to the terms, exceptions and conditions of this policy. The cover will also not apply if the insured person can claim under another policy.
- b If the death of, or injury to, any employee of the insured person arises out of, or in the course of, that employee's duties, unless we must provide cover under the Road Traffic Acts.
- c For anyone we insure who claims under this section, if the claim relates to loss or damage to property that belongs to them or is in their care.
- d If the damage being claimed for has happened to any car covered by this section.
- e While any vehicle is being used on:
 - part of an aerodrome or airport used for aircraft taking off and landing;
 - aircraft parking areas including service roads;
 - ground equipment parking areas; or
 - any parts of passenger terminals within the Customs examination area;unless we are liable under the Road Traffic Acts.
- f Except to the extent that we are obliged by the Road Traffic Acts to provide insurance, to:
 - (i) any direct or indirect consequence of an act or acts of terrorism, whether or not such consequence has been contributed to by any other cause. Terrorism includes but is not limited to:
 - (a) the use or threat of force and/or violence and/or

(b) harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear, chemical, biological and/or radiological means when any such act is committed by any person(s) or group(s) of people in whole or in part for political, religious, ideological or similar purposes, or is claimed to be committed in whole or part for such purposes:

(ii) any action taken in controlling, preventing, suppressing or in any other way relating to (i) above.

In respect of exception (f) where we are obliged by the Road Traffic Acts to provide insurance, the maximum amount we will pay for damage to property as a result of any accident or accidents caused by a vehicle or vehicles driven or used by you or any other person and for which cover is provided under this section will be:

- (i) £5,000,000 in respect of all claims resulting directly or indirectly from one originating cause; or
- (ii) such greater sum as may in the circumstances be required to meet the minimum insurance requirements of the Road Traffic Acts.

Section 3

Injury to you or your partner

Definitions

Accidental injury

This does not include any sickness, disease or medical disorder.

Loss of sight

This means permanent and total loss of sight.

Loss of limb

This means total loss, or permanent and total loss of use, of an entire hand or foot.

If you or your partner are accidentally injured in your car, or while getting into, out of or travelling in any other private car that does not belong to you and is not hired to you under a hire-purchase agreement, we will pay £2,500 if, within three months of the accident, the injury is the only cause of your or your partner's:

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

The most we will pay any one person after any accident is £2,500.

The most we will pay any one person during any one period of insurance is £5,000.

If you or your partner have any other policies with us for any other vehicle or vehicles, you can only get compensation under one policy.

Exceptions to section 3 of your policy

This personal accident insurance does not cover the following:

- a Corporate organisations or firms.
- b Death or injury arising from suicide or attempted suicide.

Section 4

Norwich Union medical expenses and services

If you, or any other person in your car, are injured as a direct result of your car being involved in an accident, we will pay the following:

a Medical expenses

The medical expenses arising in connection with that accident. The most we will pay for each injured person is £100.

Exceptions to section 4a of your policy

- Any physiotherapy treatment.

b Driver Support

If you or any other person driving your car are involved in an accident we can arrange an In-Car Driver Support session of 60 minutes to help you regain driving confidence.

Cover is provided by a British School of Motoring (BSM) driving instructor we have appointed for the person driving your car at the time of the accident. Session may be taken in a BSM car or the customers own car insured under this policy (if agreed to by the BSM instructor).

We will only cover:

- a driver support session with a BSM instructor we appoint under this section of the policy.
- one session per accident.
- The person driving must be entitled to drive as shown on your current certificate of Motor Insurance.

c PhysioFast

The cover and service under this heading only applies if it is shown on your policy schedule.

Treatment from a chartered physiotherapist we have appointed who believes treatment will help your recovery. The most we will pay for each injured person is £400.

Exceptions to section 4c of your policy

- We will only cover treatment approved and provided by a chartered physiotherapist we appoint under this section of the policy.
- Physiotherapy will end once the physiotherapist believes any further treatments will not benefit you or if the limit under this section has been reached, whichever happens first.
- The person driving must be entitled to drive as shown on your current certificate of Motor Insurance.

Section 5

Personal belongings and child seat cover

Personal belongings

We will pay you (or if you prefer, the owner) for the value of loss or damage caused to personal belongings by fire, theft or an accident while the belongings are in or on your car.

We may take off an amount for wear and tear when we settle claims.

The most we will pay for any one incident is £150.

Child seat cover

If you have a child seat fitted in your car and your car is involved in an accident or damaged following fire or theft we will contribute up to £100 per child seat towards the cost of a replacement even if there is no apparent damage, subject to you making a claim under Section 1 of your policy.

Exceptions to section 5 of your policy

We will not pay for loss of or damage to the following:

- Money, stamps, tickets, documents or securities (such as share and premium bond certificates).
- Goods or samples carried in connection with any trade or business.

Section 6

Emergency treatment

We will refund payments any person using any car covered by this policy has made under the Road Traffic Acts for emergency treatment.

If we make a payment under this section, this will not affect your no-claim discount.

Vehicle recovery - (Only available to customers with Comprehensive cover)

If you or any named driver as shown on your certificate of motor insurance are taken seriously ill requiring treatment from a qualified medical practitioner and cannot continue your/their journey the following recovery service is available for your vehicle as described on your certificate of motor insurance:

Transportation of your vehicle to your home or single address anywhere in England, Scotland, Wales, Isle of Man and the Channel Islands.

You will be required to produce a medical certificate prior to the provision of this service.

What is not covered:

- Any incident which occurs outside England, Scotland, Wales, Isle of Man and the Channel Islands.
- Any incident where your vehicle is within a quarter of a mile of your home address or place where your vehicle is usually kept.
- Any incident where your vehicle is disabled, has suffered mechanical or electrical breakdown or failure, or is unroadworthy.
- Any incident where illness is directly caused by or due to the effects of alcohol and or drugs.

A claim solely under this section will not affect your No Claims Discount.

Section 7

No Claims Discount

If you make a claim under your insurance, we will reduce your no-claim discount in line with our scale. Where the accident was not your fault and the driver was uninsured, you will not lose your no-claim discount.

If your renewal is due and investigations are still ongoing, you may lose your no-claim discount temporarily. Once our investigation is complete and we have confirmed that the accident was the fault of the uninsured driver, we will restore your no-claim discount and refund any extra premium you have paid.

This promise is for comprehensive policyholders only.

(For Protected and Guaranteed NCD see below)

Protected No Claims Discount – 4 Years or More

This section only applies where **4 or more years Protected No Claims Discount** is shown on your schedule

No Claims Discount will remain protected at the maximum level, during any three-year period from the date protection commences unless the following occurs:

- a. There are two claims. In this situation the No Claims Discount will remain at the maximum level but protection against further claims during the period will be lost.
- b. There are 3 claims. In this situation the protection will be lost and No Claims Discount will be reduced by 2 years on our No Claims Discount scale.

- c. There are more than 3 claims. In this situation the protection and all No Claims Discount will be lost

Claims for windscreen breakage or emergency treatment will not be counted in the above situations

Note – If you have made a claim with any previous insurer during a 2 year period prior to taking out this policy, (a claim for this purpose is any which would have resulted in loss of your No Claims Discount were it not protected), this claim will be counted in points a, b and c above.

Protected No Claims Discount – 3 Years No Claims Discount

This section only applies where **3 years Protected No Claims Discount** is shown on your schedule

No Claims Discount will remain protected from the date the protection commences unless the following occurs:

- a. There is one claim. In this situation the No Claims Discount will remain at 3 years but protection against further claims will be lost
- b. There are 2 claims. In this situation the protection will be lost and the No Claims Discount will be reduced by 2 years on our No Claims Discount scale
- c. There are 3 or more claims. In this situation the protection and all No Claims Discount will be lost

Claims for windscreen breakage or emergency treatment will not be counted in the above situations.

Section 8

Guaranteed No Claims Discount

This section only applies where **5 years Guaranteed No Claims Discount** is shown on your schedule

No Claims Discount will remain protected at the maximum level whilst your policy remains in force and you continue to meet our acceptance criteria.

There will be no step back of the No Claims Discount following any claims.

There will be no increase in premium as a direct result of any claims.

The policy will not be cancelled as a direct result of multiple claims.

General conditions for Section 7

If you do not make a claim under your policy, we will increase your no-claim discount when you renew your policy in line with the scale we apply at that time.

We do not grant no-claim discounts for policies running for less than 12 months. If we allow you to transfer this policy to another person, any no-claim discount you have already earned will not apply to the person who the policy is being transferred to.

Third Parties can pursue a claim directly against us as insurer in the event of an accident, loss or damage, as permitted under the European Communities (Rights Against Insurers) Regulations 2002. In these circumstances we will deal with any claim, subject to the terms and conditions of your policy. This may affect your No-claims discount.

You are reminded of your responsibilities following any accident, loss or damage as detailed in General Conditions 3. Claims – your duty.

Glass in windscreens, sunroofs or windows (or for any scratching of the bodywork as a result of broken glass)

You must notify our helpline on 0800 222 400 before any work is carried out under this section. Once you notify us we will direct you to an approved repairer.

Replacement:

- If you use our approved Glass Repairers and your claim is for loss of, or damage to, the glass in your car's windscreen, sunroof or windows, you will only have to pay the first £60, 'the excess', of the cost of repairs.
- If you choose not to use one of our approved Glass Repairers the limit of indemnity under this policy is £185. In every case you will have to pay the first £60, 'the excess', of the cost of replacing the glass which means we will only pay any additional costs up to the value of £125. You will be responsible for paying any costs over and above this amount.

Repair:

- If the glass is repaired rather than replaced then no excess will apply.

Your no-claim discount will not be affected by making a claim under this section.

Section 9

Replacement locks

If the car keys or lock transmitter of your car are lost or stolen, we will pay the cost of replacing:

- the door locks and boot lock;
- the ignition and steering lock; and
- the lock transmitter and central-locking system;

as long as we are satisfied that the identity or garaging address of your car is known to any person who may have your keys or transmitter.

When repairs are carried out under this section by a Norwich Union Direct approved repairer, if you have courtesy car cover, we will provide a courtesy car while your car is being repaired. You may have chosen not to have courtesy car cover, in which case this will show on your schedule. Your no-claim discount will not be affected just because you have made a claim under this section.

Exceptions to section 9 of your policy

We will not pay the cost of replacing any alarms or other security devices used in connection with your car.

Section 10

Suspending cover

If your car will be out of use for a continuous period of 28 days or more, and this is not as a result of any loss or damage covered by this policy, we may suspend your cover and refund part of your premium for the laid-up period. We will pay this refund when you ask for the cover to start again. If you want us to suspend your cover, please call us on **0800 068 3661** and return your Norwich Union Direct certificate of motor insurance immediately.

During the period when cover is suspended, we will continue to provide cover for loss or damage caused by fire or theft while your car is in a locked private garage.

Exceptions to section 10 of your policy

We will not pay for the following.

- Loss of use, reduction in value, wear and tear, or mechanical, electrical or computer breakdowns, failures or breakages.
- Loss of value following a repair.
- Loss or damage arising from theft while the ignition keys of your car have been left in or on your car.

Section 11

European Union compulsory insurance

This policy will provide cover for your car in any country which:

- a is a member of the European Union; and
- b has, according to the European Commission made arrangements to meet Article 7(2) of EC Directive on insurance of civil liabilities arising from the use of motor vehicles (No. 72/166/EEC).

The level of cover we provide will be:

- the minimum needed to keep to the laws on compulsory insurance in the country where the event happened; or
- for claims arising in a country which is a member of the European Union, the minimum cover needed either in that country or in Great Britain, whichever is higher.

If you take your car abroad

All countries in the European Union have agreed that your Norwich Union Direct certificate of motor insurance should provide enough evidence that you are keeping to the laws on the compulsory insurance of motor vehicles in any of the countries you visit.

Extending your cover

If you pay an extra premium, your policy can be extended to provide the same level of cover in the European Union and some other European countries as you have in the Territorial Limits. If you want to extend your policy, you must contact us at least two weeks beforehand and we will provide the necessary documents.

We do not provide a courtesy car outside the Territorial Limits. However, you may buy our Europrotection cover so that if there is an accident, breakdown or theft abroad, we will pay for up to 14 days' self-drive car hire. We will also arrange car hire for the part of your journey that is in the Territorial Limits. If you would like more details of this cover, please call us on **0800 068 3661**.

Section 12

Legal services and advice

The cover and services explained in this section only apply if they are shown in your policy schedule.

Definitions

The general definitions at the beginning of this policy booklet apply where appropriate.

The following definitions only apply to this section of the policy.

Appointed representative

The lawyer or other suitably qualified person appointed by us to act on behalf of an insured person.

Costs and expenses

- a All reasonable and necessary legal costs charged by the appointed representative and agreed by us.
- b Legal costs which an insured person has been ordered to pay by a court or other body which we have agreed to or authorised.

Insured person

- a you;
- b any person entitled to drive, as described under 'Permitted Drivers' in the Norwich Union Direct certificate of motor insurance; or

- c any passenger carried in your car.

Prospects of success

In respect of all claims it is always more likely than not that an insured person will

- a recover damages or obtain any other legal remedy which we have agreed to
- b make a successful defence
- c make a successful appeal or defence of an appeal.

Prospects of success will be assessed by us or an appointed representative on our behalf.

Cover

We will insure you for any costs and expenses incurred in respect of the following incidents.

- a Recovery of an insured person's uninsured losses as a result of an accident involving your car which causes
 - damage to your car or to any personal belongings in or on your car
 - death or bodily injury to an insured person whilst travelling in, or getting into or out of your car
 - b Defence of an insured person's legal rights if they have committed any offence under road traffic laws whilst they are using your car, and which is not covered under section 2 – liability to third parties
 - c Representation of an insured person on a guilty plea in respect of any offence committed under road traffic laws, if a conviction would result in an insured person being disqualified or suspended from driving.
- provided that
- (i) the incident occurs within the territorial limits and during the period of insurance
 - (ii) any legal proceedings will be dealt with by a court or other body that we have agreed to, within the territorial limits
 - (iii) prospects of success exist for the duration of the claim
 - (iv) in respect of any appeal or defence of an appeal, it has been reported to us at least 10 working days prior to the deadline for any appeal
 - (v) the maximum amount we will pay for costs and expenses for any one insured person in respect of any or all claims arising out of the same cause is £50,000 in respect of incident a and £10,000 in respect of incidents b and c.

Exceptions to section 12 of your policy

The cover under this section will not apply in the following circumstances.

- a If an insured person does not keep to the terms, exceptions and conditions of this policy. The cover will also not apply if an insured person can claim under another policy.
- b If any costs and expenses are incurred prior to our written acceptance of a claim.
- c Any legal action an insured person takes which we have not agreed to or where the insured person does anything to hinder us or the appointed representative.
- d Any fines, penalties compensation or damages which the insured person is ordered to pay by a court or other authority.
- e Any claim deliberately or intentionally caused by an insured person.
- f Prosecutions relating to an insured person's alleged dishonesty or violent conduct.
- g Prosecutions resulting from drink or drug related offences or parking offences.
- h A dispute with us in respect of the policy terms and conditions other than as catered for in conditions 6 and 7 of this section.
- i An application for judicial review.
- j Any claim relating to any non-contracting party's rights to enforce all or any part of this section. The Contracts (Rights of Third Parties) Act 1999 does not apply to this section.

Also refer to the general exceptions shown at the back of this policy booklet.

Conditions to section 12 of your policy

The following conditions apply to this section.

Also refer to the general conditions shown at the back of this policy booklet.

1 Claims – your duty

You must report an incident to us as soon as possible and in any event no later than 180 days after the date the insured person knew or should have known about the incident.

2 Claims – legal representation

- a On receipt of a claim, if appropriate, we will appoint an appointed representative.
- b If it is necessary to start court proceedings or there is a conflict of interest, an insured person is free to nominate an alternative appointed representative by sending to us the name and address of a suitably qualified person.
- c If we do not agree to the insured person's choice of appointed representative, an insured person may choose another suitably qualified person.

- d If there is still a disagreement with regard to the appointed representative, we will ask the president of the relevant national law society to choose a suitably qualified person to represent an insured person. We and the insured person must accept such choice.
- e In all other circumstances we will be free to choose an appointed representative.
- f An appointed representative will be appointed by us and represent an insured person according to our standard terms of appointment.

3 Claims – our rights and your obligations

- a We will have direct access to the appointed representative who can provide us with any information or opinion on your claim.
- b An insured person must co-operate fully with us and the appointed representative and must keep us up-to-date with the progress of the claim.
- c At our request an insured person must give the appointed representative any instructions that we require.
- d An insured person must notify us immediately if anyone offers to settle a claim or makes a payment into court.

- e If an insured person does not accept the recommendation of the appointed representative to accept a reasonable offer or payment into court to settle a claim, we may refuse to pay further costs and expenses.
- f No agreement to settle on the basis of both parties paying their own costs is to be made without our prior approval.

4 Discontinuance of a claim

If an insured person

- a settles a claim or withdraws a claim without our prior agreement
- b does not give suitable instructions to the appointed representative
- c dismisses an appointed representative without our prior consent

the cover we provide will end immediately and we will be entitled to reclaim any costs and expenses we have incurred.

5 Recoveries

An insured person must take every available step to recover costs and expenses that we have to pay and must pay us any costs and expenses that are recovered.

6 Disputes

If any difference arises between us and an insured person in respect of the acceptance, refusal, control or handling of any claim under this section, you can take the following steps outlined in our complaints procedure stated under our promise of service.

7 Arbitration

You have the right to refer any difference that arises between us and an insured person in respect of the acceptance, refusal, control or handling of any claim under this section to arbitration, which will be decided by counsel chosen jointly by us and an insured person.

If there is a disagreement with regard to the choice of counsel, we will ask the president of the relevant national law society to choose a suitably qualified person.

The decision shall be final and binding on both parties.

All costs for resolving the difference will be met by the party whom the decision is made against.

Motor legal advice

We will give you confidential advice over the telephone on any personal legal matter in relation to the use of your car.

We will tell you what your legal rights are, what course of action is available to you and whether these can be best implemented by you or whether you need to consult with a lawyer.

There are no consultation fees and lines are open 24 hours a day, 365 days a year.

For confidential legal advice

Call us on

0845 300 2970

Please have your policy number to hand as this will be requested when you call.

Please note that this number is for legal advice only and not the number to report a claim.

If you want to report an incident or make a claim under your policy.

Call us free on

0800 222 400

General exceptions

Your policy does not cover the following.

- 1 Any accident, injury, loss or damage that happens in the following circumstances.
 - While any vehicle insured under this policy is being used for a purpose which is not shown under the 'Description of Use' section of your Norwich Union Direct certificate of motor insurance.
 - While your car is being driven by any person who is not described in your Norwich Union Direct certificate of motor insurance as being entitled to drive. However, we do provide cover for loss, damage or injury:
 - while your car is with a member of the motor trade for servicing or repair;
 - if the injury, loss or damage was caused as a result of your car being stolen or taken without your permission; or
 - if the person driving does not have a valid driving licence and you did not know this.
 - While any vehicle insured under this policy is being driven by:
 - you if you do not have a licence to drive your car, unless you have had a licence to drive your car and are not disqualified from having or getting a licence;
 - anyone else, with your permission, who you know does not have a licence to drive your car, unless they have had a licence to drive your car and are not disqualified from having or getting a licence.
- 2 Any liability you have accepted under an agreement unless you would have had that liability if the agreement did not exist.
- 3 Loss, damage or liability directly or indirectly caused by or arising from:
 - ionising radiation or radioactive contamination from any nuclear fuel or from any nuclear waste arising from burning nuclear fuel; or
 - the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or nuclear part of that equipment.

- 4 i We will not pay for any accident, loss, damage or injury which is the direct or indirect result of any of the following, whether or not contributed to by any other cause:
- war;
 - invasion;
 - activities of a foreign enemy;
 - hostilities or warlike operations (whether war has been declared or not);
 - civil war;
 - revolution, rebellion or insurrection (that is, people rising up and changing the government by force or attempting to do so);
 - civil commotion which is of such severity or magnitude that it can be likened to a popular uprising;
 - military power (even if properly authorised by the duly elected government); or
 - usurped power (that is, power taken by force by any person or group (including the armed forces) not being the duly elected government).
- ii Loss, damage or injury which is the direct or indirect result of any action taken in controlling, preventing, suppressing or in any other way relating to any of the causes listed in i above.
- However, we will provide any cover required by the Road Traffic Acts.
- 5 Any accident, injury, loss or damage (except under section 2) arising during or as a result of:
- earthquakes; or
 - riot or civil commotion that happens somewhere other than in Great Britain, the Isle of Man or the Channel Islands;
- unless you can prove that the accident, injury, loss or damage was not caused by that event.

General conditions

1 Interpretation

The schedule forms part of this policy and the term 'this policy' includes this policy booklet, the schedule and any endorsements. Any word or expression defined in this policy has that meaning wherever it appears.

2 Your duty to prevent loss or damage

- a You must take all reasonable steps to prevent loss or damage to your car.
- b You must maintain your car in good condition. We may inspect your car at any time.

3 Claims – your duty

To get the full benefit of this policy, you (or your legal personal representative after your death) must follow the steps below when making a claim.

- a Tell the police immediately if your car or any other property is stolen.
- b Phone us on 0800 222 400 and give all the information and help we may reasonably ask for. We will not accept responsibility for the cost of goods or services which we have not authorised.
- c Take all reasonable steps to recover your lost or stolen car or any other property.

- d Phone us immediately if you receive any letter or other document about the incident. If you do not do so it could harm your claim.

- e Never discuss liability with anyone unless we agree first.

- f Phone us immediately if anyone insured under this policy is going to be prosecuted as a result of the incident or if there is going to be an inquest or fatal accident inquiry.

- g You must not leave your car or any other property with us for us to deal with.

4 Claims – our rights

- a We can do the following.

- Take over and carry out (in your name or the name of the person claiming under this policy) the defence or settlement of any claim.

- Try to recover, in your name and for our own benefit, damages and costs covered under this policy.

- b We will have full control over any proceedings and in settling any claim.

5 **Fraud**

If any claim is fraudulent in any way or if you or anyone acting on your behalf has used any fraudulent means, all benefit under this policy will be lost. This will also apply if you exaggerate a claim or if you send forged or false documents to us.

6 **Other insurance**

If any incident leading to a claim under this policy is covered under any other insurance policy, we will only pay our share of the claim. This condition does not apply to section 3.

This condition does not mean that we have to accept any liability under section 2 which we would otherwise exclude under exception a of that section.

7 **Arbitration**

Where we have accepted a claim but you and we disagree over the amount to be paid, the dispute must be referred to an arbitrator who we and you will agree. When this happens, the arbitrator must make a decision before you can take any legal action against us. This condition does not apply to section 3.

8 **Your duty to keep to the policy conditions**

We will only provide the cover described in this policy if you keep to all the terms, conditions and endorsements of the policy.

9 **Rights to recover payments**

If, under the law of any country this policy covers you in, we must settle a claim which we would not otherwise pay, we may recover any claim payment from you or from the person who the claim was made against.

10 **Monthly payment plan**

If you have chosen to pay your premium utilizing the monthly credit facility you must make the regular monthly payments as per the terms of your credit agreement. If you fail to do this we reserve the right to cancel your insurance in accordance with the terms of your credit agreement.

If the plan requires you to pay a deposit, you are required to pay the deposit by the date the insurance starts or the policy will not be valid.

11 Cancellation

Following the expiry of your statutory cooling off period you continue to have the right to cancel Your policy at any time during its term. If You do so, You will be entitled to a refund of the premium paid, subject to a deduction for the time for which You have been covered. This will be calculated on a pro-rata basis for the period for which You received cover and there will also be an additional charge of up to £52.50 (inclusive of Insurance Premium Tax where applicable) to cover the administrative cost of providing the policy.

We may cancel this policy by sending 7 days notice to Your last known address. You will be entitled to a refund of premium paid, subject to a deduction for the time for which You have been covered.

If you have chosen to pay your premium utilizing the monthly credit facility and you do not make regular monthly payments as per the terms of your credit agreement, we reserve the right to cancel your insurance in accordance with the terms of your credit agreement.

12 Car sharing and insurance

If you receive any payment for giving people lifts in your car, this will not affect the cover provided by this policy if:

- your car is not made or adapted to carry more than eight passengers (not including the driver);
- you are not carrying the passengers in the course of a business of carrying passengers; and
- you are not making a profit from the payments you receive.

Important: If you use your car under a car-sharing arrangement and you are not sure whether the arrangement is covered by this policy, contact us immediately for confirmation.

Our Promise of Service

Our goal is to give excellent service to all our customers but we recognise that things do go wrong occasionally. We take all complaints we receive seriously and aim to resolve all of our customers' problems promptly. To ensure that we provide the kind of service you expect we welcome your feedback. We will record and analyse your comments to make sure we continually improve the service we offer.

What will happen if you complain?

- We will acknowledge your complaint within 2 working days of receipt
- We aim to resolve complaints, following assessment and investigation as quickly as possible.

Most of our customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, we will contact you with an update within 10 working days of receipt and give you an expected date of response.

What to do should you be dissatisfied

If you have a complaint about this insurance, please contact us on 0800 068 3661.

If you have a complaint about a claim you have made please contact us on 0800 222 400.

If you remain unhappy with the decision you receive, you may write to the Chief Executive PO Box 6, Surrey Street, Norwich NR1 3NS. If you are dissatisfied with our final decision (from the Chief Executive Officer), you can refer the matter to the Financial Ombudsman Service (FOS). Full contact details of both our Chief Executive and the FOS will be provided when we write in response to your complaint.

Note that the FOS will only consider your complaint if you have given us the opportunity to resolve it and you are a private policyholder, a business with a group annual turnover of less than £1 million, a charity with an annual income of less than £1 million or a trustee of a trust with a net asset value of less than £1 million. If, however, we do not resolve your complaint within 40 working days, the FOS will accept a direct referral.

Whilst we are bound by the decision of the FOS, you are not. Following the complaints procedure does not affect your right to take legal action.

Financial Services Compensation Scheme

We are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from this scheme if we cannot meet our obligations, depending on the type of insurance and the circumstances of your claim.

For cover required by the Road Traffic Acts you would be covered in full for any claim, for any other type of claim you would be covered for all of the first £2000 and 90% of the remainder, in each case without any upper limit.

Further information about the scheme is available on the FSCS website www.fscs.org.uk or write to Financial Services Compensation Scheme, 7th floor, Lloyds Chambers, Portsoken Street, London E1 8BN.

Telephone tapping

For our joint protection telephone calls may be recorded and/or monitored.

Customer comments

If you have any comments or suggestions about our cover, services or any other feedback please write to:

The Head of Customer Relations
Norwich Union Direct
PO Box 15
Surrey Street
Norwich NR1 3LN.

Or you may send your comments to our feedback form at

www.norwichunion.com

We always welcome feedback so we can improve our products and services.

**We can provide many other
products and services.**

www.norwichunion.com

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