# motor insurance policy



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## Welcome to boom

It's great to have **you** with **us**. This document, **your schedule** and **certificate of motor insurance** are **your policy** and tells **you** about **your** motor insurance including:

- the cover you have for your vehicle and any terms and conditions.
- how to make a claim.
- who to contact if you're unhappy with any part of our service.

**Your** boom account holds **your policy** documents, **our** terms of business, privacy policy and cookie policy.

Check your documents:

- to make sure that you understand them.
- that they are accurate.
- and you have the cover you need.

Tell **us** straight away if **you** spot anything that isn't right.

This **policy** meets the needs and demands of someone who wants to insure their vehicle in the **United Kingdom** against loss or damage and for injury or damage caused by it. **Policy Cover Explained** on Page 7 provides an explanation of the cover **you** have chosen and will help you understand if this is suitable for **your** needs.

# How to contact us

Have a Question?
Want to change your details?

- ✓ go to your boom account
- ✓ use chat
- ✓ email: support@boom.co.uk

Need to report an accident? Want to make a claim?

0344 043 3561

Windscreen or Glass damaged?

0800 032 3522

## Who are we?

boom is a trading name of Abacai Technologies Limited and are the intermediary. We are:

- an appointed representative of Complete Cover Group Limited who are authorised and regulated by the Financial Conduct Authority (register number 309611).
- registered with the Financial Conduct Authority (register number 953258).
- registered in England & Wales, company number: 13147398 with registered address: Mara House, Tarporley Business Centre, Nantwich Road, Tarporley, Cheshire, CW6 9UY.

Your motor insurer and the Enhanced Courtesy Car Optional Extra is Mulsanne Insurance Company Limited:

- registered in Gibraltar company number 101673. Registered Office 5/5 Crutchett's Ramp, Gibraltar, GX11 1AA.
- authorised by the Gibraltar Financial Services Commission to carry on insurance business under the Financial Services Act 2019 and Financial Services (Insurance Companies) Regulations 2020.

## Your premium and fees

Your policy has been set-up on the payment plan you chose:

• annual or direct debit.

A breakdown of **your** premium and **fees** are shown on **your schedule**. Information on **fees** can be found on the table below or in our Terms of Business which can be found in **your** boom account.

Contact us if you want to change the way that you pay us or your payment card.

Insurance Premium	Amount		
Motor Insurance premium for <b>your insurer</b>	Shown on <b>your schedule</b>		
Our Fees	Annual	Direct Debit	
Set-up fee (applies when <b>you</b> originally take out the <b>policy</b> and at renewal)	£50.00	£50.00	
Interest / APR	Does not apply	Refer to <b>your schedule</b>	
Late Payment fee	£0.00	£25.00	
Any change <b>you</b> or <b>we</b> make to <b>your policy</b>	£15.00	£15.00	
Duplicate documents sent in the post	£0.00	£0.00	
Cancellation within Cooling Off Period	£25.00	£25.00	
Cancellation outside Cooling Off Period	£75.00	£75.00	

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# **Unhappy with our service?**

If **you** are unhappy with any part of the service provided contact **us**:

Email: <a href="mailto:complaints@boom.co.uk">complaints@boom.co.uk</a>

Telephone: 0800 440 2483

Post: boom Complaints Department, Mara House, Tarporley Business Centre, Nantwich Road, Tarporley,

Cheshire, CW6 9UY.

Provide us with your policy number (you can find this on your schedule) or claim number and give us full details of your complaint.

**Our** aim is to resolve **your** complaint straight away. If it cannot be resolved in 3 working days **we** will tell **you** and then respond within 5 working days. A final response letter will be with **you** within a maximum of eight weeks.

Should **you** remain dissatisfied having received **your** final response, **you** may be able to take **your** complaint to the Financial Ombudsman Service (FOS). Their address is The Financial Ombudsman Service, Exchange Tower, London, E14 9SR. **You** may also find their details at <a href="https://www.financial-ombudsman.org.uk">www.financial-ombudsman.org.uk</a>

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## Meaning of words and phrases

These words and phrases are used in this document and this is what they mean if shown in bold.

Parts or products specifically designed to be fitted to your vehicle. Includes the manufacturers Accessories

standard tool kit and safety equipment. Excludes audio equipment.

A repairer from your insurer's network of repairers approved by them to repair your vehicle Approved Repairer when you make a claim.

Annual / Annually

You have paid for your policy with a single payment by credit or debit card.

Advanced Driver A range of electronic technologies which assist the driver to drive and park the vehicle more Assistance Systems (ADAS) safely.

Audio Equipment Permanently fitted car audio, telephone (including hands free) or in-car entertainment. Certificate of Motor Proof that you have insurance in place that is required by Road Traffic Law. It shows your

Insurance vehicle, who can drive it and what it can be used for.

The latest contact details that you told us about, which will be your email address or home Contact details address.

You have entered into a credit agreement to pay for your policy. Monthly instalments will be Direct debit

taken from **your** bank account.

**Endorsement** A change to the terms of your policy. If they apply to you, they will be shown on your schedule.

Austria, Belgium, Bulgaria, Croatia, Republic of Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta,

Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, and Sweden. The amount you will have to pay towards any claim and shown on your schedule.

The amount we charge to set up your policy, or to change or cancel it. Details of fees can be

Fee(s)

found in Page 2 and the terms of business in your boom account.

Fire Fire, lightning, explosion or self-ignition.

Impounded / Impounded A motor vehicle that is held by the police, a government, local or public agency or authority.

Vehicle

United Kingdom / UK

Market Value

European Union / EU

**Excess** 

(your) Insurer Mulsanne Insurance Company Limited.

A key, keyless entry system or any device used to start, secure, or gain access to your vehicle. Keys

The cost of replacing your vehicle with one of a similar type, age, mileage and/or condition at the time of the loss as assessed by your insurer. Guides (such as Glasses Guide), engineers and

any other relevant sources are used to assess the market value.

The product level **you** selected when completing **your** application for insurance. These include; **Package** 

boom Essentials, boom, boom Plus, and boom Premium.

Your spouse, civil partner or a person you permanently live with at the same address, sharing Partner

financial responsibilities, as if you were married to them.

The period of time you are covered by this insurance. Shown on your certificate of motor Period of Insurance

insurance and schedule.

Property in your vehicle that is worn or used in everyday life that belongs to you. General

Exclusions 7 Excluded Types of contents or Personal Belongings details items not covered by Personal Belongings

Your contract of insurance. Includes this document, your statement of fact, certificate of motor Policy

insurance, schedule, and any endorsements.

A privately owned motor vehicle manufactured to carry up to eight passengers, which is Private Motor Vehicle

designed solely for private use and has not been constructed or adapted to carry goods.

The laws that include details of the minimum motor insurance cover needed to drive a motor Road Traffic Law vehicle in the United Kingdom and any other country that this policy operates in. This includes

the Road Traffic Act 1988 and any replacement legislation.

Details you, your vehicle, excess, endorsements, the statement of fact and the premium you Schedule

need pay.

A record of the information you provided when you completed your application for this Statement of Fact

insurance.

Countries in the United Kingdom (UK), the European Union (EU), Andorra, Gibraltar, Iceland, Territorial Limits

Liechtenstein, Monaco, Norway, San Marino and Switzerland.

Theft Any **theft** or attempted **theft** which has been reported to the Police.

The cost to repair the vehicle is higher than its **market value**, making it not economical to repair. Total Loss

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

transit by sea, air, rail or within and between these places). Your vehicle A vehicle, including its accessories, insured by your policy.

We / Us / Our Abacai Technologies Limited trading as boom

You / Your / Policyholder The person(s) or company named in the **policy** as the Insured or Policyholder.

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## How to claim

New Claims Helpline	Glass claims only	Existing claims
0344 043 3561	0800 032 3522	0121 269 4160

#### Report your claim to the New Claims Helpline

Call **your insurer** as soon as possible. Getting all the facts to them quickly can help reduce the time and cost of dealing with **your** claim. **You** will need to tell them:

- the date, time, and the location of the incident.
- what happened, details of any damage or injuries.
- who was involved and their details, names, contact information and vehicle registration numbers.
- details of any witnesses.
- a crime reference number if **your vehicle** has been stolen, if someone has tried to steal it, or if it has been vandalised. Make sure **you** call the police to obtain this.

If you have your policy number handy that will help locate your details quickly.

#### Glass or windscreen damaged

• call the Glass Claims line to arrange repair or replacement.

#### **Excess**

Remember that you will need to pay an excess towards any claim that you make. This amount is shown on your schedule.

#### **Approved Repairer**

An approved repairer will be appointed if the damage to your vehicle is covered by this policy.

#### If your vehicle:

- can be driven then you will need to drive it to the approved repairer, they can then start repairs.
- cannot be driven, they will arrange for recovery to a safe place and take **you** and any passengers to a safe location. Depending on the how badly **your vehicle** is damaged then:
  - o arrange for it to be collected for repair; or
  - o if it cannot be repaired, or is a **total loss**, arrange for the vehicle to be moved to safe storage.

#### The approved repairer will:

- provide you with a courtesy car during the time they take to repair your vehicle. This is subject to availability.
   Section 5: Courtesy Car will tell you all you need to know.
- guarantee the repair work for 5 years.
- include the cost to repair or recalibrate any ADAS if it is needed as part of your damage claim.

#### Not using the approved repairer means that:

- you get none of the approved repairer benefits above.
- Section 15 Hotel Expenses will not apply to you.
- you will need to pay an additional £350 excess towards any damage, so if the excess on your schedule is £500, it will be increased to £850.

#### **Parts**

When your vehicle is being repaired, parts:

- may be used that have not been produced by **your vehicle** manufacturer.
- of similar standard to the parts being replaced will be used.
- may be recycled.

#### Paying for your claim

Your insurer will either pay (minus your excess):

- for the cost of the repairs.
- a cash payment up to the current market value of your vehicle. It will then belong to your insurer.
- the value of any stolen parts.

#### And reasonable costs:

- to protect **your vehicle** if it cannot be used due the damage.
- and if agreed, to return **your vehicle** to **your** home address in the **United Kingdom** after repair.

#### If **your insurer** makes a payment:

- it will be made to **you** or the legal owner of **your vehicle** if owned by someone else, or;
- if your vehicle is on a hire purchase agreement, pay any money owed to that company first and then pay any remaining money to you, or;
- if your vehicle is on lease or contract hire, that company will be paid the market value of the vehicle, or the amount to settle the agreement, whichever is lower. If a cash sum is made to that company, then if they agree your insurer may keep your vehicle and deduct the market value of the salvage or what we can sell your vehicle for, whichever is more.

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# **Important Information**

#### Giving us the correct information

We and your insurer have agreed to issue your policy based on the information you told us, and you must tell us if anything changes.

The General Conditions section provides more detail on this: General Conditions 1. Providing the correct information and General Conditions 2. Fraud and Misrepresentation of Risk.

#### How your information is used

Information about how your personal information is used can be found at:

boom: www.boom.co.uk/terms/privacy-policy
your insurer: https://www.mulsanneinsurance.com/about-us/

#### Laws that apply to this policy

The law in the part of the **United Kingdom you** live applies unless agreed differently in writing before the start of this **policy**.

#### Navigate / Motor Insurance Database - Continuous Insurance Enforcement (CIE)

Information relating to **your** policy will be added to Navigate, previously known as the Motor Insurance Database ("MID"), managed by the Motor Insurance Bureau ("MIB"). Navigate and the data stored on it may be used by certain statutory and/or authorised bodies including the Police, 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, EEA or certain other territories), Insurers and/or the MIB may search Navigate to obtain relevant information.

When pursuing a claim in respect of a road traffic accident persons (including their representatives and citizens of other countries) may also obtain information held on Navigate.

It is vital that Navigate holds **your** correct registration number. If **your** registration number is not correct on Navigate **you** are at risk of having **your vehicle** seized by the Police. **You** can check that **your** correct registration number details are shown on www.askmid.com.

#### Sharing Information with the MIB

Insurers pass information to registers and databases run by the Motor Insurers' Bureau (MIB), including the:

- Claims and Underwriting Exchange register (CUE)
- Motor Insurance Anti-Fraud and Theft Register (MIAFTR)/ Vehicle Salvage & Theft Data

The aim is to check information provided to prevent fraudulent claims. When **we** or **your insurer** deal with **your** request for insurance or **you** tell **us** or **your insurer** about an incident that may or may not give rise to a claim, the registers will be searched, and details of **your** claim or vehicle will be added to them. **You** should show this notice to anyone who has an interest in the vehicles insured under the **policy**.

Full information about the MIB and the services they provide can be found on their website mib.org.uk.

#### **Fraudulent Claims**

Fraudulent claims are a serious problem for all insurers and any costs arising from this fraud is unfortunately passed on to honest policyholders. To protect **your** interests and all policyholders, **your insurer** fully investigates all claims, and where fraud is detected will report to the authorities under the Proceeds of Crime Act (POCA) and pass the information to fraud prevention agencies.

**You** are also able to report information about bogus/fraudulent claims or insurance fraud. The Insurance Fraud Bureau (IFB) provide a free and confidential way for anyone to report insurance fraud on The Cheatline:

- 0800 422 042. Available 24 hours a day.
- www.insurancefraudbureau.org.

The Cheatline is manned by experienced fraud investigators who may share the information with other interested parties such as the insurer concerned (if known). Savings obtained from information provided to the Cheatline will help reduce insurance premiums.

#### Financial Services Compensation Scheme (FSCS)

Mulsanne Insurance Company Limited is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if they are unable to meet their obligations. Further information about compensation scheme arrangements is available from the FSCS at <a href="www.fscs.org.uk">www.fscs.org.uk</a>.

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# **Policy Cover explained**

Your schedule will tell you the level of cover and package you have chosen. Your certificate of motor insurance also shows who can drive your vehicle and what it can be used for.

This table explains the differences between each level of cover.

Level of Cover	What this means
Third Party Only (TPO)	Provides cover for injury or damage <b>you</b> may cause to others or their property when driving <b>your vehicle</b> . This is a minimum requirement by law.
Third Party Fire and Theft (TPFT)	In addition to TPO, covers <b>your vehicle</b> against loss or damage caused by <b>fire</b> or <b>theft</b> .
Comprehensive (Comp)	In addition to TPFT, covers <b>your vehicle</b> against loss or damage caused by accidental damage.

The table below tells you which part of this document applies to your level of cover and package.

- ✓ Means the section applies to your level of cover
- **x** Means the section does <u>not</u> apply to that level of cover.

		Type of package			
Section		boom Essentials boom, boom Plus, or boom Premiu			Premium
		Comprehensive	Comprehensive	TPFT	TPO
1	Third Party cover	✓	✓	✓	✓
2	Fire and Theft	✓	✓	✓	×
3	Damage to your vehicle	✓	✓	×	×
4	New Vehicle Replacement	×	✓	✓	×
5	Courtesy Car	×	✓	×	×
6	Glass Cover	×	✓	×	×
7	Theft of Keys	×	✓	×	×
8	Audio Equipment	×	✓	✓	×
9	Personal Belongings	×	✓	×	×
10	Child Car Seats	×	✓	×	×
11	Personal Accident	✓	✓	×	×
12	Medical Expenses	×	✓	×	×
13	Vandalism Promise	×	✓	×	×
14	Uninsured Driver Promise	×	✓	×	×
15	Hotel Expenses	×	✓	×	×
16	Using your vehicle abroad	✓	✓	✓	✓
17	No Claims Bonus	×	✓	✓	✓
18	Electric and Plug-in Hybrid Vehicles	×	Refer to <b>your schedule</b>	×	×
Endo	rsements	✓	✓	✓	✓
Gene	ral Conditions	✓	✓	✓	✓
Gene	ral Exclusions	✓	✓	✓	✓
Enha	nced Courtesy Car	×	Refer to your sch	edule	×

## What you can use your vehicle for

When you completed your application for insurance you told us what you wanted to use your vehicle for. If you use your vehicle for any purpose that you have not told us about or is not allowed by your certificate of motor insurance or this policy, then this insurance may not cover you.

An example of this would be travelling to work in **your vehicle** or using if for **your job** when **your certificate of motor insurance** only states **you** can drive for Social, Domestic and Pleasure purposes (such as going to the shop or doing the school run). If **you** have an accident when travelling to work and it's not shown on that document, **you** are not covered and **your insurer** may not pay **your claim**.

Contact us if you are unsure about what you can use your vehicle for.

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# **Section 1: Third Party cover**

Applies to all policies.

#### What is covered

If you cause an accident which involves your vehicle that results in:

- another person's death or injury; or
- damage to another person's property or vehicle

**your insurer** will provide cover for payments that **you** are found to be legally responsible for.

#### Your cover also applies to

- ✓ any accident caused by a trailer, caravan or vehicle you are towing.
- ✓ anyone named on your policy to drive your vehicle, as long as they had your permission.
- ✓ anyone you allow to use (but not drive) your vehicle for social, domestic and pleasure purposes.
- ✓ any passenger who is in or getting into or out of your vehicle.
- ✓ your employer or business partner if the certificate of motor insurance allows business use.
  - **x** this does not apply if **your vehicle** is owned, leased or hired to the employer or business partner.
- ✓ the legal personal representative of anyone covered under this section if that person dies. If any person covered by this insurance should die, we will deal with any claim made against their estate provided that the claim is covered by this insurance.

#### **Legal costs**

Your insurer will pay, only when they agree in writing:

- ✓ solicitors costs to represent any person covered by this policy at a Coroner's Inquest or Fatal Accident Inquiry or court of summary jurisdiction.
- reasonable costs to defend any person covered by this policy against a charge of manslaughter or causing death by dangerous driving.
- ✓ any other costs incurred with any accident which may involve legal liability under this insurance.

#### **Emergency Medical Treatment**

Your insurer will pay for emergency medical treatment as set out in Road Traffic Law.

#### What isn't covered

- **X** Death of or bodily injury to:
  - anyone while they are working with or for the driver or policyholder of the vehicle, except as required by road traffic law(s).
  - the driver or the person in charge of your vehicle at the time of the accident.
  - any person if they are being carried in, or getting on or off, a trailer or vehicle being towed
- ➤ For claims that resulted in damage to property or loss of its use (directly or indirectly), your insurer will not pay any amount that is more than:
  - £20,000,000 for any one event; and
  - no more than £5,000,000 towards legal costs and expenses
- × Loss of or damage:
  - to any motor vehicle you drive, or any trailer or vehicle you tow.
  - to property, including animals or pets:
    - o owned by or held in trust by **you** or any person covered by this **policy**
    - o in or on **your vehicle**.
  - caused by pollution, contamination, or hazardous goods, except as required by the road traffic law(s).
- **X** Anything else excluded by the **General Exclusions**.

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## **Section 2: Fire and Theft**

Applies if you have Comprehensive or TPFT cover.

#### What is covered

Loss or damage to your vehicle if caused by:

- √ fire
- √ theft

# **Section 3: Damage to your vehicle**

Applies if you have Comprehensive cover.

#### What is covered

Damage to your vehicle caused by:

- ✓ accidental damage
- ✓ malicious damage
- ✓ vandalism

#### Your insurer will either:

- ✓ repair the damage.
- ✓ replace whatever is damaged.
- pay you the market value if a total loss or if not found after a theft.

## Not covered by Section 2 or Section 3

#### What isn't covered

- a) Your insurer will not pay any more than:
  - **x** the market value of your vehicle if a total loss or stolen and not recovered.
  - **x** the last list price of parts no longer available as new.
- b) Loss or damage caused by **theft** of **your vehicle** or its contents if nobody is in **your vehicle** and:
  - **x** the **keys** are left in or on it or left unsecured or unattended in a public place.
  - **x** the windows, doors, and any moveable roof panels, hoods, bonnets, folding roofs or other openings are left open or unlocked.
  - **x** any security devices are not operational and activated.
  - **x** if **your policy** has a Vehicle Tracking **endorsement** and the tracking device is not fitted, operational and any subscription to the device is not active at the time of the loss.
- c) The amount:
  - **x** shown on **your schedule** as an **excess**
  - **x** if **you** choose not to use the **approved repairer** that **excess** will increase by £350 if **your vehicle** is damaged.
- d) No Payment will be made:
  - **x** for a reduction of the value of **your vehicle** due to it being repaired.
  - **x** for loss or damage to:
    - tyres caused by braking, punctures, cuts or bursts.
    - any trailer, caravan or vehicle, including any contents, when being towed by your vehicle.
    - the contents of your vehicle or any personal belongings.
    - charging cables or accessories, or the cost to repair them. This exclusion will not apply if **your schedule** confirms that **you** have **Section 18 Electric or Plug-in vehicles**.
  - **x** if the loss or damage to **your vehicle** is due to:
    - mechanical, electrical, electronic or computer faults, failures, breakdowns, breakages or malfunctions.
    - deception, fraud or repossession, by using a counterfeit or other form of unauthorised payment, or payment of compensation to the rightful owner of the vehicle.
    - using an incorrect type of fuel or failing to use the correct amount of lubricant.
    - freezing liquid from its cooling system.
    - wear and tear.
    - using charging cables and equipment not approved by the vehicle manufacturer or not using equipment provided by the rapid charging unit.
    - inappropriate charging of its fuel cell or battery.
- e) anything excluded by the General Exclusions.

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# **Section 4: New Vehicle Replacement**

Applies if you have Comprehensive or TPFT cover with the boom, boom Plus or the boom Premium package.

Your insurer will replace your vehicle with one that is the same make, model and specification if you make a valid claim under:

- Section 2: Fire and Theft
- Section 3: Damage to your vehicle

#### Your vehicle

- must be less than 12 months old.
- either you, your spouse or civil partner are its first registered keeper.
- the recorded mileage is not any more than 15,000 miles.
- if damaged, the cost of repair will exceed 59% of its current UK list price, or is stolen and not recovered.

If your vehicle is on a hire purchase agreement your insurer must obtain agreement of the hire purchase company.

#### Not available if

- **your vehicle** is on a contract hire or leasing agreement.
- your insurer cannot find a suitable replacement vehicle. In that situation they will pay the current market value and the stolen and recovered or damaged vehicle will belong to them.

# **Section 5: Courtesy Car**

Applies if you have Comprehensive cover with the boom, boom Plus or the boom Premium package.

#### What is a courtesy car?

It is a small hatchback provided by the **approved repairer** when they are repairing **your vehicle**.

Courtesy Car will be shown in **bold** throughout this section.

#### When will you get a courtesy car?

This will be provided only if **you** make a valid claim under:

- Section 2: Fire and Theft or
- Section 3: Damage to your vehicle and is subject to the approved repairer having one available for you to use.

#### **Important**

When your vehicle is in for repairs, you will only be provided with a courtesy car if the approved repairer has one available.

#### You will not be entitled to a courtesy car

#### if your vehicle:

- **x** has not been recovered after it has been stolen.
- **x** cannot be repaired.
- **×** is a total loss.
- ★ has damage that not covered by your policy.

#### If you have been provided with a courtesy car:

- and it becomes apparent that **your vehicle** cannot be repaired, or it is a **total loss you** must return it to the **approved repairer** within 2 days of **your insurer** asking **you**. If the car is not returned, then **you** may have to pay costs.
- any hire costs for that **you** might have become liable for may either be deducted from the claim settlement that **we** agree to or added to **your excess**.
- you have to pay its running costs (for example, the cost of fuel) and any fines, tolls, charges, congestion charges or other penalties.
- you are responsible:
  - o for its collection and dropping off. This does not apply if **your insurer** agrees otherwise.
  - o for any damage that is not covered by this **policy**.
- and you have an accident or make a claim for loss or damage you will have pay the excess shown on your schedule and your no claims bonus may be affected.
- it will be insured on a Comprehensive basis.
- you and anybody else covered to drive under this policy can drive and use it for the same purpose provided by this policy.
- it cannot be used outside of the United Kingdom.

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## **Section 6: Glass Cover**

Applies if you have Comprehensive cover with the boom, boom Plus or the boom Premium package.

#### What is covered

If you use the approved repairer:

- ✓ repair or replace damaged glass windscreens and glass windows
  in your vehicle, and
- ✓ pay for costs of recalibrating windscreens after the repair or replacement.

Your No Claims Bonus will not be affected.

#### **Excess**

You will need to pay the excess that is shown on your schedule.

#### If you do not use the approved repairer

- you have to pay the excess: and
- your insurer will pay a maximum of £75 towards your claim.

#### What is not covered

- Damage to plastic windows on a convertible vehicle.
- Sunroofs, roof panels, panoramic windows or roofs.
- **X** Lights or reflectors whether glass or plastic.

You can make a claim under Section 3 Damage to your vehicle for anything described in What is not covered above, however you will need to pay the excess that applies to that section.

# **Section 7: Theft of Keys**

Applies if you have Comprehensive cover with the boom, boom Plus or the boom Premium package

#### What is covered

If your keys have been stolen, and it can be established that the location of where your vehicle is kept is known to the thief, your insurer will:

✓ pay you up to £500 in total towards the cost of:

- · replacing the door, boot, ignition or steering locks; and
- keys.

#### Excess

You will need to pay the excess that is shown on your schedule.

#### What is not covered

Your insurer will not pay:

- ★ if your keys were left in or on your vehicle when they were stolen.
- **★** if **you** do not report the **theft** to the police and the claims helpline within 24 hours of **you** finding that they have been stolen.
- **x** if **you** do not have a police crime reference number.
- **x** if **you** make a statement to the police that the **keys** were taken with **your** permission.
- **x** any more than the **market value** of **your vehicle**.
- **x** for anything excluded by the **General Exclusions**.

# **Section 8: Audio Equipment**

Applies if you have Comprehensive or TPFT cover with the boom, boom Plus or the boom Premium package.

#### What is covered

Your insurer will pay for loss or damage:

- ✓ to audio equipment
- ✓ up to £1,000 for permanently fitted satellite navigation equipment

if fitted by the manufacturer or the main dealer when **your vehicle** was first registered up to and **you** make a valid claim under:

- Section 2: Fire and Theft
- Section 3: Damage to your vehicle

#### **Excess**

You will need to pay the excess that is shown on your schedule.

#### What is not covered

- × removeable equipment
- **x** anything excluded by the **General Exclusions**.

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## **Section 9: Personal Belongings**

Applies if you have Comprehensive cover with the boom, boom Plus or the boom Premium package.

#### What is covered

Your insurer will pay for loss or damage to personal belongings up to:

✓ £200

if **vou** make a valid claim under

- Section 2: Fire and Theft
- Section 3: Damage to your vehicle.

#### **Excess**

You will need to pay the excess that is shown on your schedule.

If you have paid the excess when making a claim under Section 2 Fire and Theft or Section 3: Damage to your vehicle, you do not have to pay any further excess.

#### Your insurer may

- require proof of purchase.
- take off an amount for wear and tear of the items when the claim is settled.

#### What is not covered

- ★ if your vehicle is a convertible, a folding hard top, or has removeable roof panels, hoods or bonnets and the personal belongings are not kept in a locked boot.
- **x** more than one payment per event.
- **x** anything excluded by the General Exclusions.

## **Section 10: Child Car Seats**

Applies if you have Comprehensive cover with the boom, boom Plus or the boom Premium package.

#### What is covered

Your insurer will pay for loss or damage to each child car seat up to:

✓ £150, even if no damage is obvious

if you make a valid claim under:

- Section 2: Fire and Theft or
- Section 3: Damage to your vehicle.

Your insurer may ask for proof of purchase.

## Section 11: Personal Accident

Applies if you have Comprehensive cover.

#### What is covered

**Your insurer** will pay these amounts if **you** or **your** partner, as a direct result of an accident involving **your vehicle** obtain injuries resulting in:

Death	£2,500
Loss of any limb	£2,500
Total loss of sight in one or both eyes	£2,500

The maximum payment made in in any one **period of insurance** is £5,000.

Any payment will be made to **you, or your partner** or legal representative within 90 days of the accident.

#### What is not covered

- **x** if **you** and **your partner** have another insurance with **your insurer**, they will only pay out under one policy.
- **x** the insurance is not in the name of an individual.
- $\mathbf{x}$  if a seatbelt was not worn at the time of the accident.
- **x** anything excluded by the **General Exclusions**.

# **Section 12: Medical Expenses**

Applies if you have Comprehensive cover with the boom, boom Plus or the boom Premium package.

#### What is covered

Your insurer will pay you, any person named on this policy or any passenger who is injured due to an accident when travelling in or on your vehicle up to:

✓ £150 for each injured person.

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## **Section 13: Vandalism Promise**

Applies if you have Comprehensive cover with the boom, boom Plus or the boom Premium package.

#### What is covered

If your vehicle is damaged due to an act of vandalism, your insurer will pay for the damage and

✓ not reduce your no claims bonus.

#### **Excess**

You will need to pay the excess that is shown on your schedule.

#### Report to the Police

You must report the vandalism to the police and obtain a crime reference number. This must be provided to your insurer.

#### What is not covered

× if you are responsible for the vandalism.

## **Section 14: Uninsured Driver Promise**

Applies if you have Comprehensive cover with the boom, boom Plus or the boom Premium package.

#### What is covered

If you (including any named driver) are involved in an accident that is not your fault, and the driver that hits your vehicle does not have motor insurance and:

- you can provide the vehicle registration number, make and model of the other vehicle involved; and
- you can provide the other drivers details; and
- your insurer can establish that you were not at fault in any way then under this promise once your insurer has fully investigated the claim:
- ✓ your no claims bonus will not be reduced.
- ✓ you will not have to pay an excess.

#### **Important**

Your insurer will have look into the circumstances of the accident. During this time, you may have to pay your excess and your no claims bonus may be stepped back.

Once everything is confirmed any **excess** will be refunded and **your** no claims bonus updated.

## **Section 15: Hotel Expenses**

Applies if you have Comprehensive cover with the boom, boom Plus or the boom Premium package.

#### What is covered

Your insurer will pay up to:

✓ £200 towards overnight accommodation

if your vehicle cannot be driven or is not safe to drive following an incident or theft covered by this policy, and there is no suitable transport available to get you to your home address or intended destination.

The payment includes the cost of meals and drinks for anyone travelling with **you**.

#### You must provide

✓ receipts for all expenses.

#### What is not covered

- **x** if **your** overnight accommodation was booked prior to the time and date of the incident.
- **x** if **you** did not report the accident to the claims helpline.
- **x** if you do not use the approved repairer.

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# **Section 16: Using Your Vehicle Abroad**

When **you** travel make sure that **you** have the correct insurance in place for the country **you** are travelling to - this is **your** responsibility. Do take **your** insurance documents with **you**.

Quick guide to country terms used in this section. Page 4 (Meaning of words and phrases) explains all terms shown in bold.

European Union	Austria, Belgium, Bulgaria, Croatia, Republic of Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden
Territorial Limits	<ul> <li>Andorra, Gibraltar, Iceland, Liechtenstein, Monaco, Norway, San Marino and Switzerland.</li> <li>And countries in the: <ul> <li>United Kingdom.</li> <li>European Union.</li> </ul> </li> </ul>
United Kingdom	England, Scotland, Wales, Northern Ireland, the Isle of Man, and the Channel Islands

#### **Minimum Compulsory Insurance**

Applies to all policies.

This **policy** provides the minimum cover required by law to use **your vehicle** in:

- ✓ the European Union and:
- Andorra, Bosnia and Herzegovina, Gibraltar, Iceland, <u>Liechtenstein, Monaco</u>, Montenegro, Norway, San Marino, Serbia and Switzerland.
- ★ If you travel to any country not stated you will have to arrange separate insurance.
- **X** Your vehicle is not covered for loss or damage.

#### **Full Policy Cover within Territorial Limits**

Applies if you have Comprehensive or TPFT cover with the boom, boom Plus or boom Premium package.

If you travel to countries in the territorial limits and:

- your main permanent home is in the United Kingdom; and
- your vehicle is registered in the United Kingdom

the same cover that is shown on **your schedule** applies up to a maximum of 90 days.

If you make a valid claim, your insurer will either pay for:

- customs duty that you may have to pay after temporarily importing your vehicle into a country in the territorial limits.
- ✓ reasonable costs to return your vehicle to your home address in the United Kingdom after it has been repaired.

After 90 days **you** only have the minimum compulsory insurance.

This means if **you** have Comprehensive or Third Party Fire and Theft (TPFT) cover **you** are not protected against loss or damage to **your vehicle**.

Driving Abroad on Page 25 provides useful statements in English, French, German, Italian and Spanish.

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## **Section 17: No Claims Bonus**

Applies to all policies.

If **you** told **us** when **you** purchased **your policy** that **you** had a No Claims Bonus (NCB) **you** need to provide proof.

The proof can:

- ✓ be the renewal invitation document or a letter from your previous insurer.
- ✓ sometimes be known as No Claims Discount (NCD).

#### During your 12 month period of insurance:

- and no claims are made, **your** No Claims Bonus will be increased by 1 year at renewal.
- one or more claim(s) are made your No Claims Bonus will be stepped back at renewal in line with the below table NCB THAT IS NOT PROTECTED.

#### **Proof of NCB**

If **you** do not supply proof or it cannot be proved that **you** have No Claims Bonus **your** premium may be increased or **your policy** may be cancelled.

**You** can send proof of No Claims Bonus to: support@boom.co.uk

#### Your No Claims Bonus will not be affected if:

- your insurer makes a full recovery of all payments made in connection with the claim; or
- a claim is made under **Section 6: Glass Cover**; or
- the only payment is for an emergency medical treatment,
   Section 1 Third Party.

#### Your No Claims Bonus will be affected if you:

- make a claim or if a claim is made against you for an event that your insurer is unable to make a full recovery of payments.
- do not consider the claim to be your fault yet your insurer is unable to recover their payments in full from the responsible party.

#### If your policy is cancelled before renewal:

 and you have made a claim your NCB will be stepped back in line with the below table on the date you requested cancellation.

#### **Transferring**

No Claims Bonus cannot be transferred to or from another person.

NCB THAT IS NOT PROTECTED	)			
NCD years at start of pariod of incurrence	NCB years at next renewal			
NCB years at start of period of insurance	One Claim	Two Claims	Three or more claims	
0 - 2	0	0	0	
3	1	0	0	
4	2	0	0	
5 or more	3	1	0	

#### **Protected NCB**

If **you** paid an additional premium to protect **your** No Claims Bonus this will be shown on **your schedule**. Protected No Claims Bonus means that **you** can make up to 2 claims in 5 years before **your** NCB is reduced.

The table below demonstrates this.

PROTECTED NCB					
NCB years at start of period of insurance	NCB years at next renewal  Number of claims in any 5 year period with boom			oom	
	1 claim	2 claims	3 claims	4 claims	5 or more claims
1	1	1	0	0	0
2	2	2	0	0	0
3	3	3	1	0	0
4	4	4	2	0	0
5 or more	5	5	3	1	0

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# Section 18: Electric and Plug-in Hybrid vehicles

Applies if **you** have Comprehensive cover with the boom, boom Plus or the boom Premium **package** and is shown on **your schedule**.

What terms mean in this section? Page 3 (Meaning of words and phrases) explains all terms shown in bold.

electric vehicle	A <b>private car</b> that can be powered by an electric motor that draws electricity from a battery and that needs to be charged by a <b>home</b> or <b>public charge point</b> .
plug-in hybrid	A hybrid vehicle that uses battery power and power from a petrol or diesel engine. The battery pack has to be charged from a <b>home</b> or <b>public charge point</b> .
public charge point	A charge point available in public places, such as supermarkets and service stations.
home charge point	Wall mounted unit, usually attached to <b>your</b> home or garage

#### What is covered

If your vehicle is an electric vehicle or plug-in hybrid and:

- this section is shown on your schedule; and
- a valid claim is made under Section 2 Fire and Theft or Section 3 Damage to your vehicle

your policy also provides cover for loss or damage to the following:

#### **Battery Cover**

✓ Your battery.

#### **Charging cables**

✓ Your insurer will pay up to £500.

#### Home charge point

✓ Your insurer will pay up to £1,000.

#### **Power Surge**

- ✓ Loss or damage to your:
  - electric vehicle
  - hybrid plug-in
  - battery
  - charging cable
  - home charge point

if caused by a power surge.

#### **Your Battery**

- you must read all documentation you have about the battery.
- if you lease or hire the battery,
  - o **you** need to understand **your** responsibilities.
  - if your battery is leased or hired, your insurer may have to pay the owner or the company you hired or leased the battery from when they pay your claim.

#### **Proof of purchase**

 may be required before your insurer will pay your claim.

#### What is not covered

- **x** this **policy** does not provide cover for loss or damage to **public charge points**.
- × anything excluded by
  - Sections 1, 2 or 3.
  - General Exclusions.
- ★ Injuries resulting from the charging of electric or plug-in hybrid vehicles where the charging cables or charging accessories are in a public place such as a pavement and are a trip hazard.

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## **Endorsements**

The following endorsements only apply if shown on your schedule.

#### 200. Driving Other Cars

This endorsement only applies to the policyholder.

You can drive any private motor vehicle and be insured for Third Party only cover provided that:

- it is separately insured and is on Navigate, previously known as the Motor Insurance Database (MID), at the time you are
  driving it.
- that **you** have permission to drive it.
- it is not owned by, or hired to you or your partner under a hire purchase, rental or leasing agreement; and
- you are not covered to drive the vehicle by another insurance policy.

Do not attempt to use another vehicle unless you have checked that you have this cover.

Driving other Cars does not:

- × provide cover for loss or damage to the vehicle **you** are driving.
- **x** apply if **you** no longer have possession of **your vehicle**, or if it has been stolen and not recovered, declared SORN, or is a **total loss**
- **x** apply if the **policy** is in the name of a company.
- **x** allow **you** to
  - **x** drive any type of vehicle other than a **private motor vehicle**.
  - **x** to release an **impounded vehicle**.
  - x use the vehicle for a purpose not allowed by your certificate of motor insurance or this policy.
  - **x** use the vehicle outside of the **United Kingdom**.

#### **Vehicle Security**

This applies to all Vehicle Security Endorsements.

You must:

- have all the **keys** and/or device activating accessories.
- have proof of installation. This would be from the manufacturer or fitter of the device.
- use the device in accordance with the manufacturer's instructions when your vehicle is parked and left unattended.

If the required device is not fitted and operational, this policy will not provide cover for loss or damage caused by theft.

#### 201. Vehicle Security - Standard Immobiliser

Your vehicle must be fitted with a Thatcham approved immobilising system that is in working order.

#### 202. Vehicle Security - Tracking Device

Your vehicle must be fitted with a Thatcham approved tracking device and:

- must be operational at the time of loss; and
- the subscription for the device must be continuously active at the time of the loss.
- the subscription must in registered in you or your partners name and you must be able to access its account.

#### 208. Vehicle Security - Anti Clone immobiliser

Your vehicle must be fitted with an anti-clone immobiliser which requires:

- a PIN
- or Automatic Driver Recognition (ADR) tag.

#### 204. Vehicle Modifications

You have told us that your vehicle is modified. You must tell us straight away if any modification is changed or new ones are added.

#### 205. Vehicle Location

You are not covered for any theft claim when your vehicle is within 1 mile of your home address or the overnight location you told us about unless it is

• kept in a locked and secured location to which the general public does not have access to.

If you are parked up during the course of a journey from your home or overnight address this restriction does not apply.

#### 206. Northern Ireland

If **your** home address is in Northern Ireland, **your vehicle** can be used in the Republic of Ireland with the same level of cover as in the **United Kingdom**.

#### 207. After market Audio Equipment

You have told us that your vehicle has audio equipment that was not fitted by the vehicle manufacturer or the main dealer when first manufactured.

If you make a valid claim under Section 2 Fire and Theft or Section 3 Damage to your vehicle, your insurer will pay up to £500 towards loss or damage to this equipment.

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## **Cancelling your policy**

#### 1. If you want to cancel your policy

You can cancel your policy at any time, which will include (if you paid for them) Enhanced Courtesy Car and Protected No Claims Bonus.

- All you need to do is tell us that you want to cancel and state that the policy has ceased from the time and date you
  require.
- The date of cancellation cannot be before the date that **you** make the request.
- If you cancel before the start date of the policy, your insurer will not make a charge, however we will charge a fee.
- If you cancel your direct debit with your bank this does not mean that your policy is cancelled, and you remain responsible for payment of your insurance premium until you tell us you want your policy cancelled.
- Cooling-off period: **You** have 14 days from the date you buy **your policy** to decide if **you** want to keep it. This is known as the 'cooling off period'.

#### 1a. If you have not had an accident, made a claim or likely to make a claim

- your insurer will charge a proportionate premium for the number of days they have insured you, and:
- we will charge a cancellation fee.
- if you pay by direct debit and the amounts collected are not enough to pay for the time you have been on cover, you will need to pay any outstanding balance. Refer to your Credit Agreement.

#### 1b. Accidents and claims?

If you have had an accident, made a claim or likely to make a claim and pay:

- annually, you are not entitled to a refund of premium.
- by **direct debit**, the full balance of the annual premium will still need to be paid. Refer to **your** Credit Agreement. and

If your vehicle is a total loss and you pay by direct debit

- we will find out the amount outstanding on your Credit Agreement, and
- that amount may be deducted from the claim settlement made by **your insurer**.

#### **Enhanced Courtesy Car Optional Extra**

• if you have been provided with a vehicle from the car hire company or have received a payment due to the non-availability of the hire car, you are not entitled to a refund if you cancel this optional extra.

#### 2. Why your insurer might cancel your policy

Your latest contact details will be the email address or home address you told us about.

#### 2a. Cancelling for valid reasons

Your insurer can, or instruct us to, cancel this policy if there is a valid reason. If this happens you will be sent to your contact details 7 days written notice of cancellation. Valid reasons include if you:

- ignore, do not comply with, or break any of the General Conditions or General Exclusions.
- do not cooperate with **us** or **your insurer**, do not report an accident, or fail to respond to requests for documentation or evidence that is needed to administer **your policy** or deal with any claim made.
  - don't pay your premium, including where an instalment cannot be collected by direct debit.
  - General Condition 7: Non-payment of your insurance premium explains all you need to know about this.
- harass, or use abusive or threatening behaviour towards us, and our staff, your insurer and their staff, or any agent or supplier we or your insurer may use to administer your policy or claim, or any property.

If you have not had a claim, 1a above applies, or if you have had a claim 1b above applies.

#### 2b. Cancelling your policy straight away

Your policy, including any other policy that you might have with us, may be cancelled with immediate effect if it is found that you or anyone on your behalf:

- committed any element of fraud or deliberately misled **us** or **your insurer**.
- provided altered or falsified documents.
- made a fraudulent bank or card payment.

If this happens, we or your insurer will send a written notice of cancellation to your contact details.

Any premium you have paid will not be refunded.

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## **General Conditions**

#### 1. Providing the correct information

#### a) The cover provided by this policy only applies if you:

- have given true and complete information, to the best of your knowledge, when completing your application for this
  insurance. Your premium is based on the information that you told us about.
- inform us of changes to your details during the period of insurance and when your policy is due for renewal.
- have paid or agreed to pay the premium.
- and anyone covered by this policy keeps to its terms and conditions.

Contact us straight away if there are any errors or corrections required to your statement of fact or any other policy document.

#### b) Changes to your details

If any of your (or any named drivers) details change during the period of insurance or at renewal:

- tell **us** straight away.
- we will review your revised details and if we are able to continue to offer you insurance your premium may be recalculated and if you:
  - o pay annually, you may have to pay an additional premium, or you might receive a refund of premium.
  - o pay by direct debit, your monthly instalments might change.
  - made a claim prior to making the change (or likely to make a claim), you will not be entitled to a refund of premium or your instalments will not be reduced.

#### c) Types of changes to your details that you must tell us about include:

- incidents or accidents, even if not your fault and you were driving under another insurance policy.
- theft, even if not covered by this policy.
- motoring offences including fixed penalty notice(s), endorsements, motoring convictions, or if **you** have been charged with an offence or told that **you** may be prosecuted.
- non-motoring convictions, criminal offence(s), or if you have been charged with an offence or told that you may be
  prosecuted.
- home address change or where **your vehicle** is usually kept overnight.
- medical condition(s) that the DVLA need to know about
- a change of vehicle.
- occupation change (full or part time) or a change to your employment status.
- a change of drivers.
- vehicle modifications, including changing existing modifications that we are already aware of.
- a change to what **you** will be using the vehicle for.
- an increase to your annual anticipated mileage.
- the type of driving licence held.
- if you have a Provisional Driving Licence and then pass your practical driving test
- if anyone is banned from driving or had their licence taken away or suspended for any reason including due to motoring offences or medical conditions
- a policy being cancelled or voided by another or previous insurer.

#### 2. Fraud and Misrepresentation of Risk

We and your insurer will always cooperate with the authorities in the detection and prosecution of those involved in the fraud, including the Police authorities and reporting under the Proceeds of Crime Act.

If any element of fraud is established, **your** ability to obtain any type of insurance in the future may be affected and **your** premiums are highly likely to increase.

#### a) What happens if you do not give us the correct information

When applying for this insurance policy, making a change to **your** details, or renewing **your policy**, **you** or anyone on **your** behalf

- provides incorrect or misleading information to any question; or
- mislead deliberately to obtain the insurance cover, a cheaper premium or better terms; or
- provide documentation that has been altered or false; or
- make a fraudulent bank or card payment to us or your insurer

#### we or your insurer may:

- cancel with immediate effect or void your policy, including any other insurance policy you have with us. Void means it
  never existed. You may not be refunded any of the premium you paid.
- reject any claim or reduce the amount of payment to be made.
- agree to correct your policy details and change your premium and terms.

If any element of fraud is established then we or your insurer:

- will not return any premiums that **you** have paid.
- recover any costs or expenses that may have been paid.

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#### b) Claims Fraud

If any claim is in any way fraudulent or if **you** or anyone on **your** behalf has used any fraudulent means, including inflating or exaggerating the claim, submitting forged or falsified documents, or if **you** have not given complete or accurate information then:

- no payment will be made; and
- all cover under this **policy** will end and **you** will lose any premium that **you** have paid.

#### 3. If you have an accident or make a claim

- a) If **you** are involved in any incident, accident or make any claim under this **policy**, **you** must report to **us** as soon as possible by using the **Claims Helpline 0344 043 3561.** Glass or Windscreen claims call 0800 032 3522.
- b) Do not admit that **you** were responsible for the accident or try to negotiate settlement of any claim without the written permission of **your insurer**.
- c) You must cooperate with your insurer, and not doing so is likely to increase the cost of your claim. If you do not cooperate your policy may be cancelled, or we may not offer you renewal terms.
- d) You must provide your insurer with all the information, documents, evidence, help and cooperation that is needed to deal with your claim, including:
  - correspondence received from another person, insurance company, solicitor, or any notices, summons or forms from a court. Do not respond to them and contact **your insurer** straight away as they will deal with it. If **you** are unsure if what **you** have received is relevant or not still send it to **your insurer**.
  - responding to **your insurers** representatives when they make contact with **you**.
  - making your insurer aware of any future prosecution, coroner's inquest or fatal accident inquiry involving any person covered by this policy.
  - details of third parties and witnesses.
  - statements about the events surrounding your claim, and photographs or sketches of the scene of the accident.
  - driving licence.
  - proof of identity and address.
  - vehicle documents including V5, MOT, proof of purchase, and any finance, lease or hire purchase agreements.
  - receipts and invoices.
  - meeting with solicitors or attending court if necessary.
- e) Thefts, vandalism and malicious damage must be reported to the police, and you must provide a crime reference number.

#### f) Your insurer

- may take over, defend or settle the claim, or take up any claim in **your** name for their own benefit.
- has full discretion in the settlement of your claim or any legal proceedings that might happen.
- g) If your vehicle has been declared a total loss or stolen and not recovered:
  - your insurer may deduct any outstanding premium from your claim settlement.
  - you have 30 days from the date you receive your settlement to replace your vehicle. If not replaced your policy will be cancelled as you no longer have a vehicle to insure.
  - h) You must pay the excess that is shown on your schedule.

#### 4. Taking Care Of Your Vehicle

#### You must:

- take all reasonable steps to protect and secure **your vehicle** and its contents from loss or damage. This includes anyone who is covered to drive **your vehicle**.
- maintain your vehicle in a roadworthy condition, including having an MOT if one is required.
- making sure that items such tyres, wheels and bodywork meet legal requirements.
- allow **us** or **your insurer** to examine **your vehicle** if **you** are asked.

#### 5. Car Sharing

This **policy** will cover **you** when **you** are being paid for carrying passengers for social or similar purposes provided that:

- the number of people carried does not exceed the seating capacity of your vehicle (including the driver).
- **you** are not carrying passengers as a part of a passenger carrying business.
- you are not making a profit from the payments received.

#### 6. Payments made outside policy terms

If **Road Traffic Law** or the law of any country that this **policy** applies in requires **your insurer** to make a payment they would not normally have been required to pay they may:

- recover that sum from **you** or any person insured under the **policy** who caused the loss or permitted **your vehicle** to be driven:
- and engage the services of debt collection agencies, and where necessary through legal proceedings if unable to recover these amounts from you.

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#### 7. Non-payment of your insurance premium

All premiums for this insurance must be paid on time. If payment is not received that entitles **your insurer**, or **us** on their instruction, to cancel **your policy** as outlined in Cancellation 2. Why your insurer might cancel your policy.

We will use reasonable means to attempt to collect any outstanding amounts before cancellation is instructed.

#### Direct Debit

- if your premium is paid by direct debit, you must maintain an active direct debit instruction with your bank.
- if payment cannot be collected for any reason by the date it is due that entitles **your insurer**, or **us** on their instruction, to cancel **your policy**.
- you must read the terms and conditions of your Credit Agreement.

#### 8. Renewal of your policy

At least 21 days before **your period of insurance** is due to end, **we** will either:

- send **you** a renewal invitation to renew **your policy** that will confirm:
  - o details of **your** renewal premium and terms, any changes to **policy** cover; and
  - o payment options. If **you** paid by **direct debit** and a default notice was sent to **you** during **your** last policy term, **we** may not allow **you** to use this payment method.
- or notify you if we are not able to renew your policy.

#### **Auto Renewal**

- If you have agreed that we can automatically renew your policy, you do not need to contact us if you want to renew.
- At any point before your renewal date, you can opt out of auto renewal by contacting us.
- We may also opt you out at any point before your renewal.

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## **General Exclusions**

General Exclusions apply to the whole of this insurance policy, and in addition to any exclusion in each policy section. Your insurer will not pay for any loss, damage or liability directly or indirectly caused by or that happens due to any of the following:

#### 1. Use of Your Vehicle

If your vehicle is:

- **x** being used:
  - o for a purpose not allowed by or excluded by your policy or certificate of motor insurance.
  - for any purpose in connection with the Motor Trade.
  - o for hire and reward or taxi purposes.
- **x** driven by or in the charge of any person:
  - who is not named on the certificate of motor insurance as allowed to drive or is excluded by endorsement. The
    exclusion does not apply if your vehicle is in the custody or control of a member of the motor trade for
    maintenance or repair.
  - o holding a Provisional Driving Licence who is not supervised by a person aged 21 or over who has a Full **UK** or **European Union (EU)** driving licence for at least 3 years. This includes **you**.
  - o outside of the limitations of, or breaking the conditions of their driving licence.
  - o who does not have a valid driving licence.
  - o who **you** know is banned from driving or had their driving licence suspended for any reason, has never held or prevented from having a driving licence (unless they do not need a licence as required by law). This includes **you**.
- × being driven
  - or used by anybody not named on **your certificate of motor insurance**. If that person driving is reported to the police for taking **your vehicle** without **your** permission, including being charged with **theft** then this exclusion does not apply.
  - o in an unsafe, unroadworthy or damaged condition or does not have a valid Department of Transport test certificate (MOT) if one is required by law.
  - o with a load or number of passengers which is unsafe or greater than the manufacturers specifications.
  - o when carrying an unsafe or insecure load or is towing a trailer which is carrying an unsafe or insecure load.
  - o on a road or other public place when declared SORN (Statutory Off-Road Notification).

#### 2. Drink and Drugs

If **your vehicle** is being driven by anyone who:

- is found to be over the legal limit for alcohol or drugs; or
- **x** is driving while unfit through drink or drugs, whether prescribed or otherwise; or
- **x** fails to provide a sample of breath, blood or urine when required to do so, without lawful reason.

#### 3. Racing, competition and performance driving

If **your vehicle** is being:

- x used for racing whether formally or informally (including on a public road). This applies if the race was pre-arranged or not.
- **x** used for rallying, speed testing, competitions, pace making, speed trials.
- x driven on a motor sport circuit, race track, rally circuit, disused airfield or de-restricted toll road (including Nürburgring).

#### 4. Deliberate Acts and Criminal Conduct

If your vehicle is being used for:

- **x** criminal purposes including avoiding lawful apprehension.
- **x** a deliberate or reckless act with the intention of
  - committing or attempting suicide.
  - o causing damage or fear of damage to other vehicles or property.
  - o causing injury or fear of injury to any person.

#### 5. Confiscation of your vehicle / Impounded or Seized Vehicles

- **x** if at the start of **your policy**, **your vehicle** is **impounded**.
- \* this **policy** cannot be used to secure the release of an **impounded vehicle**, except where the motor vehicle is shown on your certificate of motor insurance.
- **x** for any loss or damage that happens due to any government, local or public authority, the police, or Customs and Excise taking, keeping or destroying **your vehicle**.

#### 6. Other Insurance

**X** If the loss, damage or liability is covered by any other insurance policy.

#### 7. Excluded types of contents or Personal Belongings

- **x** mobile phones, tablets, games consoles.
- **x** removeable audio, in-car entertainment, navigation or electrical equipment.
- **x** dashcam or other recording devices.
- **x** money (including cash, debit, credit and cheque cards), jewellery, stamps, tickets, documents or securities.
- **x** goods, tools or samples carried in connection with any trade or business.

#### 8. Loss of Use and Compensation

If you are unable to use your vehicle, pay:

- **x** compensation for loss of use of **your vehicle**
- **x** travel costs, loss of earnings or any expense or other indirect loss.

#### 9. Airside Exclusion

If your vehicle is being used:

\* in or on part of any airport, aerodrome, airfield or military base which is used for the take-off and landing of aircraft, including the movement of aircraft on the ground and aircraft parking aprons, the associated service roads, refuelling areas and ground equipment parking areas

and **we** will not pay:

**x** for any claim concerning an aircraft within the boundary or restricted area of an airport or airfield.

#### 10. Imported Vehicles

**▼** If **your vehicle** was manufactured outside of the **United Kingdom** and not imported using the manufacturers normal import arrangements.

This exclusion will not apply if we have agreed to provide cover in writing prior to the start date of the policy.

#### 11. Travelling Abroad and Proceedings outside the United Kingdom

- **x** any incident that happens outside of the **United Kingdom** or any country detailed in **Section 16 Using Your Vehicle Abroad**: and
- **x** proceedings brought against, or judgement passed against **you**, or anyone covered by this **policy unless** cover has been provided by this **policy** in that country.

#### 12. Cyber

✗ Interference, malfunction or failure of your vehicle's electronics, computer system or artificial intelligence systems due to an act of cybercrime or any similar malicious act.

#### 13. Over the Air Updates

If your vehicle's 'Over The Air' update

- **x** is not approved by **your vehicle** manufacturer; or
- **x** not installed when advised by **your vehicle** manufacturer.

#### 14. War, Hostilities, Terrorism, Civil Unrest and Riot

- war, invasion, act of foreign enemy, act of terrorism as defined by the Act of Terrorism, hostilities (whether war is declared or not), civil war, revolution, insurrection, rebellion, coup, military or usurped power or destruction of or damage to property by order of any government or public authority.
- **x** riot or civil commotion occurring in Northern Ireland or outside of the **United Kingdom**.

This exclusion does not apply if we must provide cover due Road Traffic Law(s).

#### 15. Earthquake, Radioactivity, Pressure waves, Dangerous Goods

- × earthquake or sinkholes
- × ionising radiation or contamination from any radioactive nuclear fuel or from any nuclear waste from burning nuclear fuel.
- \* the radioactive, toxic, explosive or other dangerous property of any nuclear assembly or nuclear part of that assembly.
- **x** pressure waves caused by aircraft and other flying objects.
- **x** carrying hazardous goods or any dangerous substances or goods for that **you** need a police licence (except if **we** need to provide cover to meet the minimum insurance required by the relevant law).

#### 16. Contracts

x any claim as a result of an agreement or contract unless we would have been responsible anyway.

This contract is between **you** and **us**. Nobody else has any rights they can enforce under this contract except those rights they have under **Road Traffic Law**. The Contracts (Rights of Third Parties) Act 1999 does not allow any additional rights under this **policy** in favour of any third party.

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## **Enhanced Courtesy Car – optional extra**

Your schedule will show if you have this cover.

#### What is an Enhanced Courtesy Car

An Enhanced Courtesy Car is a vehicle that your insurer will arrange with a car hire company that you can use for:

- up to 28 days when **your vehicle** is at the **approved repairer** due to being damaged in a road traffic accident that is **your** fault or due to fire or **theft**,
- up to 14 days if **your vehicle** is a **total loss** or stolen and not recovered.

The claim must be valid and made under Section 2 Fire and Theft or Section 3 Damage to your vehicle.

The vehicle will be a standard type and may not be the exact same make, model or specification as **your vehicle**. The car hire company has various makes and models of this type, which are of a similar size to a Vauxhall Insignia or a Ford Kuga.

- has 4 doors and can accommodate 5 people in total.
- is either petrol or diesel with a manual or automatic transmission.
- has air conditioning and a car stereo system.

#### How long is the Enhanced Courtesy Car available

You will have use of the enhanced courtesy car for up to:

- ✓ 28 days when your vehicle is being repaired at the approved repairer.
- ✓ 14 days if it has been decided by an engineer that your vehicle is a total loss
  or if it has been stolen and not recovered.

#### If an Enhanced Courtesy Car is not available

If for any reason **you** cannot be provided with an **enhanced courtesy car your insurer** will

- ✓ pay you £30 per day:
  - when your vehicle is at the approved repairer being repaired.
  - for up to 14 days if **your vehicle** is a **total loss** or has been stolen or not recovered.

The maximum payment will be £450.

# Once you have been provided with the Enhanced Courtesy Car

- ✓ it will be insured for Comprehensive cover by your insurer.
- ✓ you or any person named on your policy can drive it.
- ✓ it can be used for the same purpose as allowed by your policy.
- ✓ you can only drive it in the United Kingdom.
- ✓ the same terms, conditions and exclusions set out throughout this policy apply.

#### **Conditions that apply**

- A valid claim must be made before an **enhanced courtesy car** will be provided.
- A maximum of 2 claims can be made under this optional extra in any period of insurance.
- If you have an accident or have a claim when driving or using the enhanced courtesy car:
  - o you will have to pay any excess on your schedule.
  - o this will show against this **policy** and may affect **your** No Claims Bonus, renewal premium and terms.
- If any damage happens to the **enhanced courtesy car** that is not covered by this **policy you** are responsible for any cost or repair.
- You will have to pay hire car costs if you do not return the enhanced courtesy car:
  - o when requested; or
  - o as soon **your vehicle** is back with **you** after repair; or
  - o after 28 days if your vehicle is still with the approved repairer at that stage; or
  - o as soon as your vehicle is recovered and returned to you following a theft, if that happens within 14 days: or
  - o after 14 days if **your vehicle** is a **total loss** or not recovered after a **theft**.
- You will be subject to the car hire company's terms and conditions and must provide identification and driving licence details before you will be given the vehicle.
- You are responsible for any fuel costs, administration charges, deposits, fees, fines, penalties, congestion charges, Ultra Low Emission Zone Charges, toll charges and any other charges that you might obtain when using the enhanced courtesy car.
- You are responsible for collection and returning the vehicle to the car hire company.

#### What is not covered or allowed

- **★** An **enhanced courtesy car** will not be provided if:
  - you choose to use your own repairer.
  - the keys to your vehicle have been lost, stolen or damaged.
  - you report the claim more than 14 days after the incident happened.
  - the **policy** is cancelled or voided. If this happens and **you** have already been provided with the **enhanced courtesy car** it must be returned to the car hire company straight away and **you** may have to repay hire costs to **your insurer**.
- x you intend to take the vehicle outside of, or drive (or use) the vehicle outside of the United Kingdom.
- \* Any person not already named on your policy cannot be included to drive the enhanced courtesy car.
- Using the **enhanced courtesy car** for a purpose not already allowed by this **policy**.
- **★** General Exclusions from Page 22 also apply to this Optional Extra.

#### Unhappy with this optional extra?

If **you** are unhappy with this optional extra for any reason let **us** know. **Unhappy with our service?** on Page 3 tells **you** how to contact **us**.

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## **Driving Abroad**

All insurance documentation should be taken with **you**, including **your certificate of motor insurance**, **your schedule**, and **your** motor insurance **policy**. The statement is repeated below in the following languages: French, German, Italian and Spanish.

The certificate of motor insurance, and motor insurance policy to which it relates applies in respect of incident occurring in member countries of the European Union. Cover also applies in other countries which have satisfied the requirements of the Commission of European Union as follows: Andorra, Bosnia and Herzegovina, Gibraltar, Iceland, Liechtenstein, Monaco, Montenegro, Norway, San Marino, Serbia, and Switzerland.

The certificate of motor insurance and the motor insurance policy to which it relates applies to any trailer whilst being towed by the motor vehicle shown on the certificate of motor insurance.

Le Certificate et la police d'assurance qui s'y rattache s'appliquent au regard d'incidents ayant lieu dans les pays members Union Europèene. La couverture s'acquiert ègalement dans d'autres pays qui ont rempli les conditions de la Commission de la Union Europèen, c'est-à-dire: Andorre, Bosnie-Herzégovine, Gibraltar, Islande, Liechtenstein, Monaco, Monténégro, Norvège, Saint-Marin, Serbie et Suisse.

Les Certificat et la police d'assurance qui s'y rattache s'appliquent à toute remorque étant tractée par le véhicule dont il est fait mention dans le Certificat.

Das Zertifikat und die diesbezűgliche Versicherungspolice gewähren Versicherungsshutz für Versicherungsfälle in den Mitgliedslänern der EG. Der Geltungsbereich erstreckt sich ferner auf solche anderen Länder, die Erfordernisse der EG-Kommission erfült haben, nämlich: Andorra, Bosnien und Herzegowina, Gibraltar, Island, Liechtenstein, Monaco, Montenegro, Norwegen, San Marino, Serbien und die Schweiz

Das Zertifikat und die diesbezüglich Versicherungspolice gewähren Deckung Für Anhänger des auf dem Zertifikat angegebenen Fahrzeungs.

Il certificate e la polizza di assicurazione a cui fa riferimento si applicano per gli incidenti che occorrono nei paesi della Unione Europea. L'assicurazione si applica anche per gli altri paesi che hanno soddisfatto le esigenze delle Commissione della Unione Europea, cioè: Andorra, Bosnia ed Erzegovina, Gibilterra, Islanda, Liechtenstein, Monaco, Montenegro, Norvegia, San Marino, Serbia e Svizzera.

Il certificate e el polizza di assicurazione a cui si riferisce, si applicano a qualsiasi rimorchio che venga trainato dal veicolo indicato sul certificate.

El Certificado y la Póliza de Seguro correspondiente, cubren los accidentses que ocurran en cualquiera de los países miembros de la Unión Europea. Asimismo cubren los accidents que ocurran en los siguientes países que reúnen las condiciones exigidas por la Cornisión de la Unión Europea: Andorra, Bosnia y Herzegovina, Gibraltar, Islandia, Liechtenstein, Mónaco, Montenegro, Noruega, San Marino, Serbia y Suiza.

El Certificado y la Póliza de segrou correspondiente cubren a cualquier remolque mientras vaya arrastradopor en el Certificado.

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