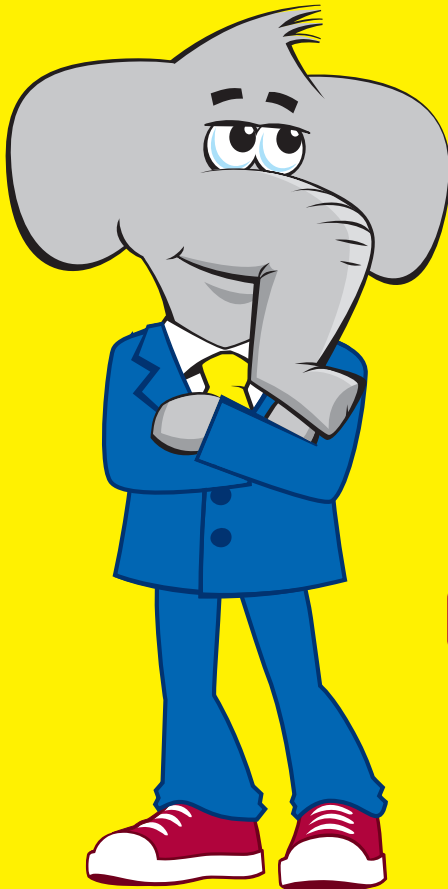


**Your cover with
elephant.co.uk**



elephant.co.uk



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elephant.co.uk's Garage Network

Your motor policy now includes membership to elephant.co.uk's Garage Network.

Whenever your car is due a service, MOT, or needs extra repair work, contact elephant.co.uk's Garage Network and they'll take it from there. They will listen to your request, advise on any questions you may have and then book your car into a local garage - it's that simple!

Get 20% off MOT's

Plus 12.5% off Servicing

Plus 5% off all other repairs

Plus Free collection and delivery*

Plus Free wash and vacuum

To get a quote, or book online:

www.elephantgaragenetwork.co.uk

0844 770 4291

Quote or enter "ELE2" to receive your discount.

Terms and conditions: MOT discount off VOSA fee. Service discount off menu price. *Collection and delivery is subject to terms and conditions and work on car costing over £75. elephant.co.uk's Garage Network is supplied by NSN Holdings Ltd, Yarmouth House, 1300 Parkway, Solent Business Park, Whiteley, Hampshire, PO15 7AE.

Thanks for insuring your car with us. This guide, 'your cover with elephant.co.uk', describes your contract of private car insurance and legal expenses cover. Please read it carefully and keep it in a safe place with your Motor Proposal Confirmation, your current Policy Schedule and Certificate of Motor Insurance.

If you want to make any changes to your policy, ask any questions, or let us know about anything that might affect your cover with us please call us on 0871 882 2233. Calls to 0871 numbers are charged at 8p per minute plus network extras. Our office opening hours are 8am to 10pm Monday to Friday, 9am to 5pm Saturday and 10am to 4pm Sunday.

We hope you are happy with your policy. However if it does not meet with your requirements please return all documents including the Certificate of Motor Insurance within 14 days of receipt. We reserve the right to make a charge to cover the costs of setting up your policy. This charge will be detailed on your Certificate of Motor Insurance.

If you'd like to make any comments on our service we'd love to hear from you.

Our commitment to providing a fast, friendly and interactive service will hopefully keep you a happy customer for many years.

Your Policy Schedule shows which sections of our cover apply to you

If you have chosen:

Comprehensive cover:

All sections of this guide apply

Third Party, Fire & Theft only:

Only sections 2, 3, 5 & 6 apply

Third Party only:

Only sections 3, 5 & 6 apply

General Conditions and General Exceptions

There are Conditions and Exceptions which apply to individual sections of the policy and General Conditions and General Exceptions which apply to the whole policy.

Definitions

Whenever the following words appear in this booklet or in your current Policy Schedule, they will have the meaning given below:

We, Us and elephant.co.uk

EUI Limited.

You, Your, The Policyholder

The person named as policyholder on your current Certificate of Motor Insurance.

Certificate of Motor Insurance

The document that is evidence that you have the insurance needed by law, which shows who can drive the car and for what purposes it can be used.

Excess

The amount you must pay towards any claim for damage to or loss of your car. You are responsible for the excess even if the incident is not your fault.

Indemnity

The legal principle which ensures that, after a loss, you are placed in the same financial position, as far as reasonably possible, as immediately prior to the loss.

Private Motor Car

A privately owned motor car manufactured for the carriage of up to eight passengers, which is designed solely for private use and has not been constructed or adapted to carry goods or loads.

Your Car

Any private motor car insured under your policy and as specified on your current Certificate of Motor Insurance and Policy Schedule.

Replacement Car

A car provided by an elephant.co.uk Approved Repairer or another company instructed by elephant.co.uk. This car is not intended to be on a like for like basis with your own car.

Period of Insurance

The length of time covered by this insurance, as shown on your current Certificate of Motor Insurance.

Market Value

The cost of replacing your car with one of a similar make, model, year, mileage and condition based on our assessment of the market prices at the time of the loss. Use of the term 'market' means the market in which you would normally shop for your car e.g. retail value will not apply if you buy your car privately or at an auction. Non-European manufactured cars will be based on European import values or the nearest British equivalent, at our discretion.

Policy Schedule

The document that shows the car we are insuring and the kind of cover you have with us.

Territorial Limits

Great Britain, Northern Ireland, the Isle of Man and the Channel Islands, including travel between any of these.

Total Loss

When we decide your car is uneconomical to repair following an accident, theft, or when your car is stolen and unrecovered.

Contribution

A proportion of the claim you may be asked to pay if we have to replace parts of your car, which were worn or damaged prior to the insured loss. This is to avoid betterment, which would be any improvement to your car beyond the condition it was in before the loss or damage occurred.

Confirmation of your insurance

Your contract of insurance

Insurance has been effected between elephant.co.uk, a brand of EUI Limited, and certain insurers whose names can be supplied on application and which appear on a written form of authority, namely your Certificate of Motor Insurance. This document is evidence of that Insurance.

We have agreed to indemnify You, subject to the terms, conditions, limitations and exclusions contained in this document, against such liability loss, destruction or damage that may occur during any period of insurance directly sustained in connection with your car referred to on your current Certificate of Motor Insurance.

The parties to this contract are You and Us. Nothing in this contract shall create any rights to third parties under the Contracts (Rights of Third Parties) Act 1999 and no variation to this contract, nor any supplemental or ancillary

agreement shall create any such rights unless expressly so stated. This does not affect any right or remedy of a third party which exists or is available apart from this Act.

Several liability notice

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscribing insurer who for any reason does not satisfy all or part of its obligations.

Our authority

In order that this document may be signed and issued as evidence of the Policy of Insurance, the Underwriters mentioned in your Certificate of Motor Insurance have entered into an agreement.

This agreement empowers an authorised Underwriter at EUI Limited to sign and issue this document.



David Stevens, Active Underwriter

elephant.co.uk is a trading name of EUI Limited. Registered at Capital Tower, Greyfriars Road, Cardiff, CF10 3AZ.

Your promise to us

Your policy is proof of the contract between you and us. It is based on the information given by, or for you, when you applied for this insurance. This

information is shown on your Motor Proposal Confirmation Declaration. You promise, as far as you know, that the information you have given us is true.

Reading your policy

You must read your policy as a whole. The General Exceptions and General Conditions on pages 14-20 apply to all sections of your policy.

Governing law

Unless we have agreed otherwise with you, the Insurance Contract with elephant.co.uk shall be subject to the law of England and Wales and the exclusive jurisdiction of the courts and all communication shall be conducted in English.

Comments and complaints

At elephant.co.uk, we are committed to providing the best possible service. However, we understand there may be times when we do not meet your expectations. We want you to let us know straight away if you are unhappy. We will always do our best to resolve any complaint fairly.

How to make a complaint

We understand that making a complaint can be stressful in itself. That's why we want you to be able to complain in any way you choose.

Complaint about your policy

Quality Manager
elephant.co.uk
Capital Tower
Greyfriars Road
Cardiff CF10 3AZ

Tel: 0844 543 4444

Email: quality@elephant.co.uk

Fax: 0871 882 8271

Calls to 0871 numbers are charged at 8p per minute plus network extras.

Complaint about your claim

Claims Quality Manager

elephant.co.uk

Capital Tower

Greyfriars Road

Cardiff CF10 3AZ

Tel: 0800 952 1331

Email: claimsquality@admiralgroup.co.uk

Fax: 0871 882 8027

Calls to 0871 numbers are charged at 8p per minute plus network extras.

Whichever method you choose, a member of staff fully trained in complaint handling will deal with your complaint.

How to escalate your complaint

If we have given you our final response and you are still unhappy, or more than 8 weeks have passed since we received your original complaint, you may refer your complaint to the Financial Ombudsman Service (FOS). Their details are as follows:

The Financial Ombudsman Service

South Quay Plaza

183 Marsh Wall

London

E14 9SR

Tel: 0845 080 1800

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

For more information about how we handle complaints, please call us and ask for a copy of Our Guide to Handling Your Complaint.

Keeping your policy up to date

Important: You must tell us about any material changes in circumstances, as we may not be able to offer cover in every case. If we are not told about material changes in circumstances this could affect the amount you are able to claim or may even mean you are unable to make a claim. If the circumstances differ significantly it could even result in your policy being declared void.

Material changes in circumstances are any factors that differ from the information given previously, for example if you have received motoring convictions since your policy started.

If we are able to offer cover we will calculate any difference in premium from the date you were obliged to notify us (even if this happened in a previous period of insurance). Please note the notification timescales described below.

1 Please tell us before

- if you are going to modify your car, even if the alteration is only cosmetic
- if you are going to change to a different car
- if you are going to change what you use your car for (eg if you start using it for business travel when you were not covered for this before)
- if you would like to add another driver to your policy
- if you are going to take your car abroad

2 Please tell us immediately

- if you or any driver named on your policy, are involved in an accident or loss, no matter how trivial and even if you do not wish to make a claim
- if you sell your car
- if you change your address
- if you or any driver named on your policy, change occupation
- if you or any driver named on your policy, stop being resident in the UK
- if you or any driver named on your policy, have been disqualified from driving, have had your driving licence revoked or your driving licence status has changed

3 Please tell us when you renew your insurance

- of any motoring convictions or fixed penalties you or any driver on your policy had during the year, or any pending prosecutions
- of any accident, theft or loss regardless of fault that you or any driver on your policy have made, excluding any claims made under this policy
- of any other factors which may influence our decision to insure you

Making a claim

If you or your car are involved in an incident covered by your policy with us please email us immediately at claims@elephant.co.uk or call us on 0844 543 4422.

If the damage to your car is covered under your policy, and your car cannot be driven, we will arrange for one of our Approved Repairers to:

- collect your car from and deliver it to your home or place of work, within a 30 mile radius
- give you a replacement car while your car is being repaired, unless we decide your car is beyond economic repair
- clean your car inside and out following the repairs

All repairs carried out by our Approved Repairers are guaranteed for 5 years.

If you do not wish to use our Approved Repairers, we cannot guarantee you a replacement car, and you will need to get two estimates from repairers and send them to us as a scanned email attachment, by fax, or by post using our freepost address at elephant.co.uk, FREEPOST SWC3635, Cardiff CF10 3GZ. If we think the repair estimate is unreasonable, we may arrange for your car to be moved to another repairer. We may move your car to a safe place, before repair or disposal.

Important: We are unable to offer a replacement car if your car was originally produced for sale outside the EC. We cannot guarantee to provide a replacement car adapted for a person's special needs or disability. This car is not meant to be like for like with your own car.

**Free Glass Repair Helpline
(open 24 hours a day)**

If your policy includes glass cover, and either your windscreen or a window is broken, please call our Glass Repair Helpline on 0844 543 4429 so that we can arrange for repair or replacement.

ALL ACCIDENTS MUST BE REPORTED WITHIN 48 HOURS, EVEN IF YOU ARE NOT CLAIMING YOURSELF

Section 1: Damage to your car

1. Cover for your car and its accessories

If your car is damaged as a result of an accident we will cover you for the damage to:

- your car
- your car's standard accessories or spare parts whilst in or on your car
- your car phone, CD player, radio cassette player or any other audio/visual equipment, as long as they are permanently fitted to your car (The most we will pay for loss or damage to this equipment is 15% of your car's market value or £1,250 whichever is less).

2. What we will pay

We will decide how to settle your claim.

We will either:

- pay to repair your car, or
- pay a cash sum to replace the damaged car or item. We may reduce the settlement or ask you to contribute towards the repair costs if the parts replaced were already

worn or damaged or for removable audio/visual equipment that was not removed.

If we give you a cash sum, the most we will pay is the market value of the car or items claimed for.

If any lost or damaged parts are no longer available, we will only pay the cost shown in the manufacturer's latest price guide, together with reasonable fitting costs. If your car is three years old or more, we may decide to repair it with recycled parts or with parts which have not been made by the car's manufacturer but are of a similar standard.

If your car cannot be repaired economically, we will get it moved to a place of free and safe storage as soon as possible.

If you have bought your car by hire purchase, or you are leasing it, we will pay any money owed to that company first and then pay any remaining money to you.

3. What is not covered

We will not pay:

- the first amount of any claim shown in your current Policy Schedule under Excess Details
- for loss or damage to your car or loss of money from selling your car to someone who deceives you
- for the replacement of your CD player, radio cassette player or any other audio/visual equipment, if we pay you a cash sum to replace your car

- for loss or damage to your car where the car is taken or driven without your consent by a family member, spouse, or partner
- for loss or damage to your car caused by it being driven after an accident, or other incident
- for loss of use (including the cost of hiring a car)
- for wear and tear
- loss or damage caused by theft or attempted theft or fire if your car has been unlocked and unattended or the keys have been left in or on your car
- for mechanical, electrical, electronic, computer failures, breakdowns or breakages
- for damage caused to your tyres by normal road use, braking, cuts, punctures or bursts
- for any loss to the market value of your car as a result of it being repaired
- any modifications unless they form part of the manufacturer's standard specification or are optional extras that we have agreed to cover. See also Extra Conditions (endorsement 11)
- for damage to your car as a result of racing against another motorist, "road rage" or a deliberate act caused by you or any driver insured to drive your car

You do not have to pay any excess if your car is damaged while with the motor trade for servicing or repairs.



4. Keeping your damaged car safe

If you want us to pay for damage to your car, its accessories and spare parts, you must take steps to make sure it is kept safe until it is repaired. You can arrange to have your damaged car moved to the premises of the nearest competent repairer. We will pay any reasonable charges for safeguarding your car and getting it to and from the repairers. It is important you tell us immediately where your car is or you will be responsible for any charges that occur.

Remember, you must send any writ, summons or letters to us received in connection with any claim, accident or loss as soon as you receive them.

See also:

Pages 14-16 – General Exceptions
Pages 16-20 – General Conditions
Pages 21-22 – Extra Conditions (endorsements)

Section 2: Fire and theft

1. Cover for your car and its accessories

If your car is lost or damaged as a result of fire, lightning, theft or attempted theft, we will cover you for the loss or damage to:

- your car
- your car's standard accessories and spare parts whilst in or on your car
- your car phone, CD player, radio cassette player or any other audio/visual equipment, as long as they are permanently fitted to your car (The most we will pay for loss or

damage to this equipment is 15% of your car's market value or £1,250 whichever is less).

In the event of your car keys being lost or stolen from somewhere other than your car we will pay up to £100 for the cost of replacing the locks.

2. What we will pay

We will decide how to settle your claim.

We will either:

- pay to repair your car, or
- pay a cash sum to replace the lost or damaged car or item. We may reduce the settlement for or ask you to contribute towards the repair costs if the parts replaced were already worn or damaged or for removable audio/visual equipment that was not removed.

If we give you a cash sum, the most we will pay is the market value of the car or items claimed for.

If your car cannot be repaired economically, we will get it moved to a place of free and safe storage as soon as possible.

If you have bought your car by hire purchase, or you are leasing it, we will pay any money owed to that company first and then pay any remaining money to you.

3. What is not covered

We will not pay:

- the first amount of any claim shown in your current Policy Schedule under Excess Details

- for loss or damage to your car or loss of money from selling your car to someone who deceives you
- where your car is taken or driven without your consent by a family member, spouse, or partner
- for loss of use (including the cost of hiring a car)
- loss or damage caused by theft or attempted theft or fire if your car has been unlocked and unattended or the keys have been left in or on your car
- for the replacement of your CD player, radio cassette player or any other audio/visual equipment, if we pay you a cash sum to replace your car
- for wear and tear
- for any loss or damage caused by mechanical, electrical, electronic, computer failures, breakdowns or breakages
- for any loss to the market value of your car as a result of it being repaired
- any modifications unless they form part of the manufacturers standard specification or are optional extras that we have agreed to cover. See also Extra Conditions (endorsement 11)
- if the incident is not reported to the police

4. Keeping your damaged car safe

If you want us to pay for damage to your car, its accessories and spare parts, you must take steps to make sure it is kept safe until it is repaired. You can arrange to have your damaged car moved to the premises of the nearest competent repairer. We will pay any reasonable charges for safeguarding your car and getting it to and from the repairers. It is important you tell us immediately where your car is or you will be responsible for any charges that occur.

Remember, you must send any writ, summons or letters to us received in connection with any claim, accident or loss as soon as you receive them.

See also:

Pages 14-16 – General Exceptions
Pages 16-20 – General Conditions
Pages 21-22 – Extra Conditions (endorsements)

Section 3: Liability to other people

1a. Driving your car

We will cover you for everything you are legally liable to pay due to an accident in your car or an attached trailer and:

- someone else is killed or injured
- someone else's property is damaged - motor third party property damage losses for private cars is limited to £20,000,000 per occurrence per policy

This cover also applies to an accident involving a trailer, caravan or broken-down car you may be towing.

1b. Driving other cars

If you are 25 or over and qualify under this section, cover is for the policyholder only and is Third Party only, while driving a private motor car within our territorial limits. Your current Certificate of Motor Insurance will say if you have this cover.

We will cover you for everything listed in clause 1a when you are driving any other car as long as:

- your current Certificate of Motor Insurance says so
- you hold a valid Driving Licence and are not disqualified
- the other car is not owned by you, a rental car, nor hired to you under a hire purchase or leasing agreement
- you have the owner's permission to drive the car
- there is a valid insurance policy in force for that car
- you are not covered by any other insurance to drive it
- you still have your car, and it has not been damaged beyond repair, stolen nor sold

2. Other people using your car

We will also provide cover for:

- you or your partners employer or business partner while your car is being used for business purposes, provided your Certificate of Motor Insurance allows such use
- anyone named on your current Certificate of Motor Insurance to drive your car, as long as they are driving with your permission, hold a valid licence and are not disqualified from driving
- anyone you allow to use but not drive your car, for social or domestic purposes
- anyone who is getting into or out of your car
- the legal personal representative of anyone covered under this section if that person dies

3. Cover for legal costs

If we agree in writing, we will pay the following legal costs and expenses from a claim for an accident:

- solicitors' fees for representing anyone we insure at any coroner's inquest, fatal accident inquiry or court of summary jurisdiction
- reasonable legal services which we will arrange to defend a charge of manslaughter or causing death by dangerous or reckless driving
- any other legal costs and expenses if we agree beforehand

4. Cover for emergency medical treatment

We will pay for:

- emergency treatment fees as set out in the Road Traffic Act

5. What is not covered

- anyone who has other insurance covering the same liability
- death or injury to anyone while they are working with or for the driver of the car except as required by Road Traffic Law
- any damage to property belonging to, or held in trust by, or in the charge or control of a person claiming to be insured under this section
- any loss or damage to property in the care of the person claiming
- any loss, damage, death or injury arising as a result of racing against another motorist, "road rage" or a deliberate act caused by you or any driver insured to drive your car

Remember, you must send any writ, summons, or letters to us received in connection with any claim, accident or loss as soon as you receive them.

See also:

Pages 14-16 – General Exceptions
Pages 16-20 – General Conditions
Pages 21-22 – Extra Conditions (endorsements)

Section 4: Windscreen damage

1. Cover for your windscreen

We will pay:

- to repair or replace broken glass in your car's windscreen or windows, and any scratching to the bodywork caused by broken glass, as long as there has not been any other loss or damage

Our Glass Repair Helpline (open 24 hours a day) is 0844 543 4429

2. What is not covered

We will not pay:

- any excess shown on your current Policy Schedule
- for replacement of the hood/ roof structure of a convertible or cabriolet car when the glass forming part of it is not repairable
- any windscreens or windows not made of glass eg Perspex
- more than £50 for each incident, if the repair or replacement is not arranged via our Glass Repair Helpline
- more than the market value of the car at the time of loss (less the excess)

Claims under this section will not affect your No Claims Bonus.

See also:

Pages 14-16 – General Exceptions
Pages 16-20 – General Conditions
Pages 21-22 – Extra Conditions (endorsements)

Section 5: Going abroad

Your policy gives you the cover described in your current Certificate of Motor Insurance for events occurring in:

- Great Britain, Northern Ireland, the Isle of Man and Channel islands
- Any other country which is a member of the European Union
- Norway, Switzerland, Iceland and Croatia, Andorra and Liechtenstein

The car is covered whilst it is being transported by air, sea or rail between those countries.

Using your car abroad

Your policy automatically includes a FREE International Motor Insurance Certificate for up to 30 consecutive days, in a trip, up to a total of 90 days in a year. The International Motor Insurance Certificate is only valid for the above named countries and there is no need to call us if you are taking your car to any of these countries. However, should you wish to travel to any country, not included in the above list, please call us and we may, in some instances, be able to issue a Green Card.

See also:

Pages 14-16 – General Exceptions
 Pages 16-20 – General Conditions
 Pages 21-22 – Extra Conditions (endorsements)

Section 6: Your No Claims Bonus

1. What happens to your Bonus if you claim

If you make a claim or a claim is made against you, and you do not have protected or guaranteed No Claims Bonus, we will reduce your No Claims Bonus as follows:

No Claims Bonus at last renewal date (yrs)	No Claims Bonus at next renewal date (yrs)		
	1 claim	2 claims	3 claims
1	Nil	Nil	Nil
2	Nil	Nil	Nil
3	1	Nil	Nil
4	2	Nil	Nil
5	3	1	Nil

One claim

If you make one claim during your period of insurance you will lose two years No Claims Bonus. If you had five or more years No Claims Bonus you will have three years No Claims Bonus at renewal.

Two claims

If you make two claims during your period of insurance you will lose four years No Claims Bonus. If you had five or more years No Claims Bonus you will have one year at renewal.

Three or more claims

If you make three or more claims you will lose all of your No Claims Bonus.

Maximum No Claims Bonus (NCB) recognised by elephant.co.uk

The maximum NCB recognised by elephant.co.uk is 5 years. For example, if you have the maximum NCB of 5 years in the event of a claim, you would lose 2 years NCB, reducing your NCB to 3 years.

This is a No Claims Bonus and not a no blame bonus. If a claim occurs which is not your fault and we have to make a payment, we will reduce your No Claims Bonus unless we can get back all that we paid from those responsible. If you have a query regarding your No Claims Bonus, please call us.

If you make a claim and your renewal premium has already been calculated, we reserve the right to amend or remove your No Claims Bonus and change your premium.

2. Claims that don't affect your Bonus

- payments made for windscreen damage
- payments for emergency treatment fees
- claims which aren't your fault where we have recovered all of our money

3. Protected or Guaranteed No Claims Bonus

If eligible, you can choose to pay an additional premium at the start of your policy or at renewal, to protect or guarantee your No Claims Bonus.

By doing this you can prevent your No Claims Bonus being reduced after a fault claim has been made on your policy. There are differences in the level of protection given, so for further details

please see Pages 21-22 Extra Conditions (endorsements), specifically extra conditions 5 & 6.

If you wish to protect or guarantee your No Claims Bonus, please call our Customer Services Department on

0871 882 2233 and we will let you know if you are eligible to add this to your policy. Calls to 0871 numbers are charged at 8p per minute plus network extras.

See also:

Pages 14-16 – General Exceptions
Pages 16-20 – General Conditions
Pages 21-22 – Extra Conditions (endorsements)

Section 7: Extra Cover

1. Personal injury benefits

We will cover you and your spouse/civil partner if you are accidentally injured as a result of a road traffic accident in your car and within 3 months of the accident if it directly causes:

- death
- permanent blindness in one or both eyes
- total loss of one or more limbs

We will pay the injured person or their legal representative £5,000. The most we will pay in any one period of insurance is £5,000. If you or your spouse/civil partner have more than one policy with us, we will only pay out under one policy.

However, there is no cover for:

- any person over 90 at the time of the injury



- any injury or death caused by suicide or attempted suicide
- any deliberate injury
- anyone who is driving while under the influence of drink or drugs at the time of the accident

2. Medical expenses

We will pay medical expenses of up to £100 for each person injured if your car is involved in an accident.

3. Personal belongings

We will pay up to £100 for personal belongings in your car if they are damaged or stolen. If you ask us to pay someone else we will have no further responsibility to you when we have paid them.

You are not covered for:

- money, stamps, tickets, documents or securities
- trade goods or samples
- theft of any property insured under any other policy
- theft of any property from an open or convertible car unless the property was locked in the boot or glove compartment
- loss or damage caused by theft or attempted theft or fire if your car has been unlocked and unattended or the keys have been left in or on your car

4. Replacement cars

If you have an accident or make a (non glass) claim and our Approved Repairers are authorised to do the work you will get

a FREE replacement car while your car is being repaired. Unfortunately we cannot guarantee like for like. The replacement car will be insured by us under your car insurance on the same terms and conditions as your own car.

Important: Replacement cars are not provided if your car has been stolen, is beyond economic repair, if you choose a repairer not on our approved repairer panel or your own car was originally produced for sale outside the EC. We cannot guarantee to provide a vehicle adapted for a person's special needs or disability.

See also:

Pages 14-16 – General Exceptions

Pages 16-20 – General Conditions

Pages 21-22 – Extra Conditions

(endorsements)

General Exceptions to your cover

Important: These General Exceptions apply to all policies.

Please read them carefully, and if you have any questions please call us on 0871 882 2233. Calls to 0871 numbers are charged at 8p per minute plus network extras.

We will not cover you for any of the following:

1. Any accident, injury, loss, theft or damage which happens while your car is:
 - used by a person or for any purpose not shown on your current Certificate of Motor Insurance
 - driven by you if you don't hold a valid Driving Licence or are breaking the conditions of your Driving Licence

- driven with your consent by someone who does not hold a valid Driving Licence or are breaking the conditions of their Driving Licence
 - taken or driven without your consent by a family member, spouse or partner
 - used by you or any driver shown on your current certificate of motor insurance for criminal purposes or deliberately used to cause harm, loss or damage
 - used for hiring, merchandise delivery or for any purpose in connection with the Motor Trade
 - used on the Nurburgring Nordschleife, or for racing, pace-making, competitions, rallies, track days, trials or speed tests either on a road, track, or at an off-road 4x4 event
2. Any liability you have under an agreement unless you would have had the liability even if the agreement did not exist
 3. Loss of use of your car and for any indirect losses which result from the incident which caused you to claim
 4. Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
 - ionising radiations or contamination by radioactivity from any nuclear fuel or any nuclear waste from the combustion of nuclear fuel or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof irrespective of whether other causes have contributed to such loss, destruction or damage.
 5. All loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause of event contributing concurrently or in any other sequence to the loss: any act of terrorism, war, civil war, invasion, act of foreign enemy, hostilities, or warlike operations (whether war be declared or not) mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, confiscation, nationalization, requisition or any act of any person acting on behalf or in connection with any organisation with activity directed towards the overthrow by force or its Government de jure or de facto. Except so far as to meet the requirement of the Road Traffic Act.
- This Policy excludes any death, injury, or damage to property caused by or in the course of an act of terrorism.
- For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation or government, which it is reasonable to conclude was

committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

6. Any accident, injury, loss or damage (except under Section 3 - Liability to other people) caused by:
 - earthquake
 - riot or civil commotion outside Great Britain, the Isle of Man or the Channel Islands
7. The ownership, operation, maintenance or use of any car the principal use of which is:
 - the transportation of high explosives or any other similar explosive
 - the bulk transportation of liquefied petroleum or gasoline or any inflammable liquid
 - the transportation of chemicals or gasses in liquid, compressed or gaseous form
8. Motor Traders Risks
9. Any accident, injury, loss or damage when your car is in an area where aircraft are usually to be found taking off, landing, manoeuvring or parked or in an area where airport ground equipment is parked or on service roads leading to it.
10. Public emergency service vehicles, military and law enforcement vehicles, motor coaches and omnibuses, tramways (including trolley-buses) or any vehicles on rails, contractors plant and equipment.

General Conditions of your cover

Important: These General Conditions apply to all policies.

Please read them carefully, and if you have any questions please call us on 0871 882 2233. Calls to 0871 numbers are charged at 8p per minute plus network extras.

1. Your duty to us

We will only provide you with the cover set out in this policy if:

- you or anyone else claiming cover under this policy has kept to all the terms and conditions of the policy
- the information you gave on your Motor Proposal Confirmation and Declaration, or Claim Form is true and complete.

2. Claims procedure

If you or your car are involved in any type of claim or loss, you must tell us about the incident within 48-hours. If your claim is for glass damage only, call our FREE Glass Repair Helpline on 0844 543 4429.

You must:

- report any claim, accident, theft or loss to us within 48 hours regardless of fault. Failure to do so could result in us refusing to indemnify you. This could mean you will be responsible for the cost of the claim
- send any writ, summons or letters to us received in connection with any claim, accident or loss as soon as you receive them. Failure to do so could result in us refusing to indemnify you. This could mean you would be responsible for the cost of the claim

- tell us at once if you receive any notice of prosecution, inquest or fatal enquiry
- give us all the information about the claim that we need
- report any claim for theft or when your car has been taken without your consent immediately to the police and obtain a crime reference number within 24 hours

You must not:

- admit that the accident was your fault
- attempt to negotiate the settlement of the claim unless we have given you our written permission by letter or email

We are entitled to:

- conduct the defence or settlement of any claim on your behalf
- take legal action over any claim in your name or the name of any person insured on the policy for our own benefit
- admit negligence for any accident or claim on your behalf
- exchange information with other parties involved with the accident or claim
- appoint an approved repairer to repair your car. In the unlikely event the repairs are considered unsatisfactory, the approved repairer will have the option to rectify their work. Should the repairs still be considered unsatisfactory, you may then use another repairer providing

we have confirmed it and agreed the work to be carried out.

Avoidance of certain terms and right of recovery.

Nothing in this policy will affect the right of any person indemnified or of any other person to recover an amount under or by virtue of the provisions of the law of any country in which this policy operates relating to the insurance of liability to third parties. However you will have to repay to us all sums which we have paid but would not otherwise have paid had the provisions of the laws of such countries not applied.

3. Care of your car

You or any person covered by this insurance must:

- protect your car from loss or damage
- make sure your car is roadworthy
- allow us to inspect your car at any reasonable time we ask you

If an accident happens and the condition of the vehicle caused or contributed to the accident, no cover under the policy will be provided and instead, our liability will be restricted to meeting our obligations as required by the Road Traffic Act. In those circumstances, we reserve the right to recover from you or the driver or any party responsible for the condition of the vehicle, all sums paid (including all legal costs), whether in settlement or under a judgement, of any claim arising from the accident.

4. Cancelling your policy

You may cancel this policy at any time by contacting us.

You have a 14 day cooling-off period from the receipt of your Welcome Pack to cancel your policy, subject to you not making a claim. We reserve the right to make a charge to cover the costs of setting up your policy. This charge will be detailed on your current Certificate of Motor Insurance. Should your policy be cancelled outside the 14 day cooling-off period the charges on your current Certificate of Motor Insurance will apply.

We may cancel this policy at any time by sending seven days notice in writing to your last known address. We will however give fourteen days notice in writing if we intend cancelling due to non payment of instalments, in order to give you time to resolve the matter. If a claim is made or has arisen during the period of insurance the full premium is due and no refund will be given. This applies in all circumstances regardless of payment method.

You may cancel this policy by returning your current Certificate of Motor Insurance or by contacting us at any time.

You must pay any outstanding premium within 10 days of your policy being cancelled. Where possible we will apply for any outstanding premium due from the payment details held on file. Delayed payments may incur added charges.

Should your car be stolen and/or deemed to be a total loss we will cancel your policy without prior notice by writing to your last known address and will deduct any outstanding premium owed to us from any payment to you. If your car is a total loss please refer to General Condition 10 on page 19.

In all cases the current Certificate of Motor Insurance must be returned to us.

5. Payment of your premium

Unless you ask us to change your payment details, we will debit the payment details we have on file to collect any money due on your policy.

If we are unable to collect any premium by the due date, we will cancel your policy in line with General Condition 4 as described in your policy terms and conditions.

If you make a claim and you have not paid all your premium, we may deduct unpaid premium from any claim settlement we make to you.

We will not refund premium for changes made to your policy after a fault claim has been made.

Unless you contact us we will automatically apply for your renewal premium from the payment details we have on file, shortly after your renewal date. This is to make sure there is no interruption in your insurance cover.

In the event of cancellation, if there is a refund due on your policy, we will credit the bank or card account used to pay for the majority of the policy premium.

Important: Card payers must advise us immediately if the card is lost or stolen. We also need to know if the card account is closed or the cardholder decides to cancel the authority.

6. Settling disagreements

If we have agreed to a claim, but there is a disagreement in the amount to be paid, the problem must be referred to the Quality Manager. If the matter remains in dispute the problem must be referred to

the Financial Ombudsman Service. Details available on page 4.

7. Dual insurance

If you have other insurance which covers the same liability, loss or damage we will only pay our share of the claim. This does not apply to personal injury benefits.

8. Car sharing

We will not indemnify you for any loss arising out of the use of your car for carrying passengers for hire or reward. However, you can accept money for fuel if you carry passengers for social or similar purposes as part of a car sharing arrangement as long as:

- your car is not made or adapted to carry more than eight passengers
- you are not carrying the passengers as customers of a passenger carrying business
- you do not make a profit from carrying the passengers

9. Fraud

If you or anyone acting for you misrepresents or deliberately fails to disclose material facts at inception, at any time during the term of the policy or at renewal of the policy that would materially impact either the terms and conditions or the issue or renewal decision itself, we will cancel or void your policy and all other policies to which you are connected within EUI Limited. We will seek to recover any costs we have incurred and will not return any premium.

We will not pay a claim which is in any part fraudulent, false, exaggerated or if you or anyone acting for you makes a claim

in a fraudulent or false way, or where we have been given any documents which are false or stolen. We will cancel or void your policy and all other policies to which you are connected within EUI Limited. We will seek to recover any costs we have incurred and will not return any premium.

10. Total loss of your car

This is when we decide your car is uneconomical to repair following an accident, theft, or when your car is stolen and unrecovered.

If your car is a total loss, your car will become our property. All cover, including the driving of other cars extension if applicable, is then cancelled for you and any other drivers on the policy. We will deduct any outstanding premium owed to us from any claims settlement we make to you as we will have met our responsibilities under the policy.

We will not pay a claim if there has been a non-disclosure of material information that would have influenced our assessment and acceptance of the policy and/or claim.

11. Drink and drugs clause

If an accident happens whilst you or any person entitled to drive under Section 5 of your current Certificate of Motor Insurance is convicted of an offence involving drink or drugs, or was driving under the influence of drink or drugs, no cover under the policy will be provided and instead, our liability will be restricted to meeting our obligations as required by the Road Traffic Act. In those circumstances, we reserve the right to recover from you or the driver, all sums



paid (including all legal costs), whether in settlement or under a Judgment, of any claim arising from the accident.

12. Suspension of cover

We can suspend your policy if you are replacing your car, providing you haven't made any claims. For more information, please call us on 0871 882 2233. Calls to 0871 numbers are charged at 8p per minute plus network extras.

If you sell your car and you are thinking of replacing it before your policy expires, and providing that no claims have been made, you can suspend your policy until you buy your next car.

Once we receive your current Certificate of Motor Insurance we will suspend your policy. When you buy your next car you must call us on 0871 882 2233. Calls to 0871 numbers are charged at 8p per minute plus network extras. If possible, and subject to our underwriting criteria, we will reinstate your cover and adjust your outstanding balance.

If you have not replaced your car by the time your policy is due to renew, your policy will be cancelled from the date we receive your current Certificate of Motor Insurance.

13. Instructions

For your benefit and to ensure an efficient administration process, it is our policy to deal with your spouse, partner or parent and any other person who is named on your policy. If you would like someone else to deal with your policy on your behalf on a regular basis please let us know.

If an accident happens, to ensure an

efficient and speedy claim process we will take instruction from you or any other person provided they are named on your policy. If you would like someone else to deal with your claim on your behalf please let us know.

In the event of a change to your policy or should we be required to reissue documentation, we may charge an administration fee. We reserve the right to alter this fee without notice.

14. Residency

We will only provide you with the cover set out in this policy if you and/or any additional drivers on your policy are permanent UK residents.

If you intend to leave the country for 30 days or more and you are not taking your car, you must call our Customer Services Department on 0871 882 2233 to tell them. Calls to 0871 numbers are charged at 8p per minute plus network extras.

15. Material Changes in Circumstances

If there is a material change in circumstances then you must tell us. We will calculate any difference in premium from the date circumstances changed even if this happened in a previous period of insurance.

If we are not told about material changes in circumstances this could result in an additional premium, affect the amount you are able to claim or may even mean you are unable to make a claim. If the circumstances differ significantly it could even result in your policy being declared void.

Extra Conditions (endorsements)

Important: See your current Policy Schedule for details of the endorsements that apply to your policy.

Remember: Not all of them will apply to your policy.

These Extra Conditions (endorsements) only apply if shown on your current Policy Schedule. Please read your current Policy Schedule to see which of these endorsements apply to your particular policy:

1. Provisional licence holder

We will not provide any cover if your car is being driven by, or is in the possession of, a provisional driving licence holder who is not keeping to the terms and limitations of that licence.

2. Excluding drivers under 25

We will not provide any cover if your car is being driven by, or is in the charge of any person specifically excluded in the Policy Schedule.

3. Excluding foreign use

We will not provide a Green Card for driving your car abroad. Your cover is limited to the minimum legal requirement of the country you are driving in.

4. Not applicable.

5. Protected No Claims Bonus

If you have Protected No Claims Bonus and:

- you make two claims within three consecutive insurance terms we will remove the protection at renewal
- you make three claims within three consecutive insurance terms we will remove the protection at renewal and

reduce your No Claims Bonus by two years

- you make more than three claims within three consecutive insurance terms we will remove the protection at renewal and reduce your No Claims Bonus to one year

Important: If you make a claim during your insurance term you will not earn any No Claims Bonus entitlement for that insurance term.

Protected No Claims Bonus does not protect your premium from increase at renewal. However, our motor premium calculation will include the No Claims Bonus discount to which you are entitled.

If you make a claim and your renewal premium has already been calculated, we reserve the right to amend/remove your No Claims Bonus entitlement and revise your premium.

6. Guaranteed No Claims Bonus

Your No Claims Bonus will not be affected at renewal if you make any claim on this policy.

Important: If you make a claim during your insurance term you will not earn any No Claims Bonus entitlement for that insurance term.

Guaranteed No Claims Bonus does not guarantee your premium from increase at renewal. However, our motor premium calculation will include the No Claims Bonus discount to which you are entitled.

If you make a claim and your renewal premium has already been calculated, we reserve the right to amend/remove your No Claims Bonus entitlement and revise your premium.



7. Excluding drivers under 25 (other than specified person/s)

We will not provide cover if your car is being driven by or is in the charge of anyone under 25, unless that person is named next to this endorsement in your current Policy Schedule.

8. County council interest (loan agreement)

Any company or organisation named against this endorsement number in your current Policy Schedule has a loan agreement with you in connection with your car.

9. Note owner interest

Your car is owned by the person or organisation named against this endorsement.

10. Excluding driver/s

We will not provide cover when your car is being driven by, or is in the charge of, an excluded driver.

11. Standard parts replacement

Your policy does not cover any non standard parts (modifications). Manufacturers optional extras are only covered if they have been declared and we have agreed to cover them.

If you make a claim for loss or damage to your car, we will only pay the cost of replacing parts needed for your car to meet the manufacturer's specification.

12. Trailer cover

Any trailer attached to your car will have cover under Section 3 of this policy if:

- you have given us full details of the trailer and

- you own the trailer or it is hired to you under a hire purchase agreement

13. Audio/Visual equipment limit

The most we will pay under Sections 1 and 2 for fitted radios, cassette players, car phones and any other audio/visual equipment is the amount shown next to this endorsement in your current Policy Schedule.

14. No suspension of cover

We will not suspend any cover on this policy.

15. Drink and drugs clause

If an accident happens whilst you or any person entitled to drive under Section 5 of your current Certificate of Motor Insurance is convicted of an offence involving drink or drugs, or was driving under the influence of drink or drugs, no cover under the policy will be provided and instead, our liability will be restricted to meeting our obligations as required by the Road Traffic Act. In those circumstances, we reserve the right to recover from you or the driver, all sums paid (including all legal costs), whether in settlement or under a Judgment, of any claim arising from the accident.

16. Suspension of cover

All cover under this policy is suspended.

17. Excluding drivers under 30 (other than specified person/s)

We will not provide cover if your car is being driven by, or is in the charge of anyone under 30, unless that person is named next to this endorsement in your Policy Schedule.

Privacy and Security Statement

1. INTRODUCTION

This Privacy Statement will help you understand how we collect, use and protect your personal information when you interact with us. Please take a few moments to read the sections below and learn how we may use your personal information. You should also show this notice to anyone else who may be insured to drive under your policy. You acknowledge that by providing your personal information to us, you consent in its processing in accordance with this Privacy Statement. We are unable to offer you any insurance product unless you provide explicit consent for the collection and use of such sensitive data as defined in the Data Protection Act 1998.

2. COLLECTING INFORMATION

Personal

We will collect your personal information when:

- You ask for a quote
- You purchase our products and services
- You make customer enquiries
- You register for information or other services
- You register a claim
- You respond to communications or surveys

- When providing information about others who may be insured you confirm that you have the consent of these individuals to supply their personal information

The type of personal information we may collect could include:

- Name and address, date of birth and gender
- Telephone numbers and email address
- Credit/debit card details
- Lifestyle and other information
- We may also collect information defined as "sensitive data" within the Data Protection Act 1998. This includes:
 - Medical history
 - Claims history
 - Criminal convictions etc.

We may also monitor or record calls, emails, text messages or other communications in accordance with UK law, and in particular for:

- Business purposes such as quality control and training
- Processing necessary for entering into or performance of a contract
- Prevention of unauthorised use of our telecommunication systems and websites
- Ensuring effective systems operation
- Meeting any legal obligation
- Protecting your vital interests

- Prevention or detection of crime
- For the legitimate interests of the data controller

Please visit www.ico.gov.uk for further information.

All personal information will be held in the strictest confidence and used only for the purposes for which we collect it. If you would like us to remove any personal information from our records, then please write to us at our Customer Services Department, Capital Tower, Greyfriars Road, Cardiff CF10 3AZ. We will make all reasonable efforts to delete your information from our files if it is deemed appropriate.

Non-personal information collected online

Cookies

Cookies are text files placed on your computer to collect standard internet log information and visitor behaviour information. This information is used to track visitor use of the website and to compile statistical reports on website activity. For further information visit www.aboutcookies.org or www.allaboutcookies.org.

You don't need to allow your browser to accept personal cookies, you must have session cookies enabled if you wish to quote online or access any areas reserved for registered users. Session cookies do not hold personal information. Without them, we are unable to provide you with a quote.

Third parties serve cookies via this site. They are used to help us compile anonymous, aggregated statistics that allow us to understand how users use our site and to help us improve the structure of our website. Neither we nor any third party can identify you personally in this way. For more information and to opt out of cookies used for this purpose please visit www.websidestory.com/privacy.

If you have any queries regarding cookies and our use of them, please contact the Information Security Officer on 029 2043 4252.

Please be aware that our website will contain links to other websites. We accept no responsibility or liability for the content of these websites. If you choose to visit another website via our website, you will need to contact them separately to have your personal information deleted from any list they might hold.

3. HOW YOUR INFORMATION WILL BE USED

General

We will use your information for:

- Processing your quotes
- Administering your policy including claims handling
- Fraud prevention and detection
- Credit scoring or other automated decision-making systems
- Administering debt recoveries
- Verifying your identity when required
- Undertaking market research and statistical purposes

- Keeping you informed about promotions and new developments by email, telephone or post

Dealing with Other People

Policy Administration (with the exception of General Condition 4 - Cancellation)

It is our policy to deal with your spouse, partner or parent and any other person who is named on your policy. If you would like someone else to deal with your policy on your behalf on a regular basis please let us know.

Claim Process

To ensure an efficient and speedy claim process we will take instruction from you or any other person provided they are named on the policy. If you would like someone else to deal with your claim on your behalf please let us know.

If you give us information about another person, in doing so you confirm that they have given you permission to provide it to us to be able to process their personal data (including any sensitive personal data) and also that you have told them who we are and what we will use their data for, as set out in this Statement.

Marketing

EUI Limited will contact you from time to time by telephone, post, email or SMS to keep you informed with news, products or services, including but not limited to car insurance (e.g. other automotive or financial products, or other carefully selected offers or promotions which we feel may be of interest to you). Other carefully selected companies may also

contact you by post. If you have opted in to receive emails, SMS or telephone calls from other selected companies, you may also be contacted about other products that we believe may be of interest to you by these contact methods.

If you do not want your personal information to be used this way, please visit <https://secure.elephant.co.uk/optOut/optOut.php> or write to the Marketing Department, EUI Limited, Capital Tower, Greyfriars Road, Cardiff, CF10 3AZ, who will ensure that your information is not used for these purposes.

At renewal

In order to offer you continuous cover on your policy, EUI Limited will arrange for your policy to be automatically renewed. You should be aware that we can only guarantee automatic renewal when:

- You have made us aware of any changes to your policy details
- The credit/ debit card details have not changed
- The credit/ debit card holder has given their explicit consent to his or her card being charged at renewal

Unless we hear to the contrary, EUI Limited is entitled to assume at renewal that your details have not changed and you have the consent of the card holder.

If you wish to make changes to your policy then, unless you inform us otherwise, EUI Limited will charge the payment details (card or bank account) held on record for any additional amount due.

You may inform us of any changes or opt out of automatic renewal at any time by contacting our Customer Service department.

We will also contact you with a reminder that your insurance is due for renewal.

4. CONFIDENTIALITY

We will endeavour to treat your personal information as private and confidential.

We would like to bring to your attention our obligations to disclose information in the following four exceptional cases permitted by law, and the other situations set out below. These are:

- Where we are legally compelled to do so
- Where there is a duty to the public to disclose
- Where disclosure is required to protect our interest
- Where disclosure is made at your request or with your consent

Also, from time to time we will employ agents and subcontractors to process your personal information on our behalf. The same duty of confidentiality and security will apply to them and all processing will be carried out under our instruction.

If you make a complaint about the service we have provided, we may be obliged to forward details about your complaint, including your personal information, to the relevant ombudsman. You can be assured that they are similarly obliged to adhere to the Data Protection Act and keep your personal information strictly

confidential. In the unfortunate event that you have to make a claim then we will need to disclose information with any other party involved in that claim. This may include:

- Third parties involved with the claim, their insurer, solicitor or representative
- Medical teams, the police or other investigators

If necessary we may also have to investigate your claims and conviction history in the course of administering the claim. You can be assured that we will keep such investigations strictly confidential.

Insurers pass information to the Claims Underwriting and Exchange Register, run by Insurance Database Services (IDS) and the Motor Insurance Anti-Fraud and Theft Register, run by the Association of British Insurers (ABI). This helps insurers check information and prevent fraudulent claims. When we deal with your request for insurance we may search these registers. Under the conditions of your policy, you must tell us about any incident (such as an accident or theft) which may give rise to a claim. When you tell us about an incident we will pass information to the Registers.

Information relating to your insurance policy will be added to the Motor Insurance Database ("MID") managed by the Motor Insurers' Bureau ("MIB"). MID and the data stored on it may be used by certain statutory and/or authorised bodies including the Police, the DVLA,

the DVANI, 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 or offenders)
- iv. The provision of government services and or other services aimed at reducing the level and incidence of uninsured driving.

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

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

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

We make searches about you at credit reference agencies who will supply us with information, including the Electoral Register and credit information. The agencies will record details of the search whether or not your application proceeds. The searches will not be seen or used by lenders to assess your ability

to obtain credit. We may use scoring methods to assess this application and to verify your identity. Credit searches and other information which is provided to us and/or the credit reference agencies, about you and those with whom you are linked financially, may be used by EUI Limited and other companies if you, or other members of your household, apply for other facilities including insurance applications and claims. This information may also be used for debt tracing and the prevention of money laundering as well as the management of your account. Alternatively, we may ask you to provide physical forms of identification.

Fraud prevention and detection notice

In order to prevent and detect fraud insurers may, at any time:

- share information about you with our other group companies
- pass details to Insurance Hunter, a central insurance application and claims checking system, whereby it may be checked against information held by Insurance Hunter and shared with other insurers

If false or inaccurate information is provided and fraud is identified details will be passed to fraud prevention agencies.

Law enforcement agencies may access and use this information.

We and other organisations may also access and use this information to prevent fraud and money laundering, for example, when:

- checking details on applications for credit and credit related or other facilities
- managing credit and credit related accounts or facilities
- recovering debt
- checking details on proposals and claims for all types of insurance
- checking details of job applicants and employees

Please contact us on 0800 052 3144 if you want to receive details of the relevant fraud prevention agencies. We and other organisations may access and use, from other countries, the information recorded by fraud prevention agencies.

We may also disclose information about you and your policy:

- To companies within the Admiral Group (For the purposes of this Privacy Statement, "Admiral Group" means Admiral Group plc and any company or entity in which Admiral Group plc owns more than 15% of the issued share capital. Companies in the Admiral Group shall include, without limitation, EUI Limited, Admiral Insurance Company Limited, Admiral Insurance (Gibraltar) Limited, Inspop.com Limited, Able Insurance Services Limited and any other company that is incorporated within the Admiral Group at any time in the future)
- In the event that we undergo re-organisation or are sold to a third party, in which case you agree that any personal information we hold

about you may be transferred to that re-organised entity or third party

- Where it is necessary to deliver the products and services bought by you. For example, we may disclose your personal information to a credit card company to validate your credit card details and obtain payment. It may also be necessary for us to pass your personal information to the organisation from whom you have ordered any products or services other than your EUI Limited insurance product, such as a travel insurance or a personal accident cover provider, etc. At all times, EUI Limited will remain the Data Controller unless we inform you otherwise

5. INFORMATION SECURITY

On our websites we protect any information you have given us by providing you with a User ID and password. We also use industry standard secure sockets layer (SSL) 128 bit encryption technology to encrypt sensitive information in transit to our servers.

The User ID and password helps us to protect your personal information. You may need a User ID and password to access your personal information on our website. You must keep this password safe and must not disclose it to anyone. We will accept no responsibility or liability if a third party obtains and uses your User ID and password. You must tell us immediately if you have lost your User ID or password, or if you believe a third party may have obtained it. Please also

tell us if you would like us to change your User ID or password for any reason.

When you ask for a quote from us, we will process the data on a secure server. Microsoft Internet Explorer and Netscape Navigator will confirm that you are in a secure area by displaying an unbroken key or lock in the bottom right hand corner of your browser window.

Some organisations have a security feature called a firewall to protect their computer systems. These firewalls may prevent you from connecting to our secure server to get a quote. If you are at work and cannot connect to our site, please speak to your IT administrator to learn more.

Please be aware that communications over the Internet, such as emails or webmails, are not secure unless they have been encrypted.

Your communications may route through a number of countries before being delivered – this is the nature of the Internet. We cannot accept responsibility for any unauthorised access or loss of personal information that is beyond our control.

It may be necessary to transfer your personal information to other Group companies or service providers located outside of the European Economic Area. The data protection and other laws of these countries may not be as comprehensive as those in the UK or the EEA – in these instances we will take steps to ensure that your privacy rights are respected.

6. ACCESS TO YOUR INFORMATION

You can write to us at any time to obtain details of the personal information that we may hold about you. Please write to the Data Protection Officer, EUI Limited, Capital Tower, Greyfriars Road, Cardiff CF10 3AZ. Please provide your name, address and policy number and tell us what information you would like.

We will take all reasonable steps to confirm your identity before providing you with details of any personal information we may hold about you. Please provide two forms of identification such as a copy of a driving licence, passport, or document containing your signature, and a copy of a recent utility bill that confirms your address.

In accordance with the Data Protection Act 1998, we are entitled to charge £10 to cover the administration costs. Please make cheques payable to "EUI Limited".

7. PRIVACY SUPPORT

We reserve the right to amend or modify this Privacy Statement at any time and in response to changes in applicable law.

The Data Controller is EUI Limited (registered number 02686904). Admiral, Bell, Diamond and elephant.co.uk are trading names of EUI Limited. At all times EUI Limited will remain the ultimate data controller. In this Privacy Statement "we", "us" and "our" means EUI Limited.

If you have any enquiry about our data protection and privacy practices, please write to the Data Protection Officer as above.

Notes

Additional Products

The following products are included as standard with your policy

elephant.co.uk's Garage Network

DEMANDS AND NEEDS STATEMENT

This product aims to meet the demands and needs of a driver whose vehicle requires a service, MOT or repair. NSN provides access to a national network of garages who meet strict quality standards. Work undertaken via NSN is covered by a 12 month guarantee. Garage standards and pricing are constantly monitored by NSN.

Terms and Conditions

1. DEFINITIONS

1.1 The definitions and rules of interpretation in this condition apply in these conditions:

"Contract"

means any contract between NSN and the Customer for the sale and purchase of the Works and/or Goods, incorporating these conditions.

"Customer"

means the person who purchases the Work and/or the Goods from NSN.

"Goods"

means all goods, parts, replacement vehicles, oils and lubricants supplied to the Customer whether used as part of the Work or not.

"NSN"

means NSN Holdings Limited, a company incorporated in England and Wales under company number 4413774 with registered office at Yarmouth House, 1300 Parkway, Solent Business Park, Whiteley, Hampshire PO15 7AE.

"NSN Garage"

means any of the garages in UK mainland & Northern Ireland that are members of the NSN network from time to time.

"Vehicle"

means the Vehicle in respect of which the Customer has agreed to pay for the Work or Goods from NSN and as specified in the quotation.

"Work"

means any work undertaken for the Customer including all vehicle service, repair, maintenance or MOT or fitting work to the Vehicle.

2. APPLICATION OF TERMS

- 2.1 Subject to any variation under condition 2.2, the Contract shall be on these conditions to the exclusion of all other terms and conditions.
- 2.2 These conditions apply to all NSN's sales and any variation to these conditions and any representations about the Works and/or Goods shall have no effect unless expressly agreed in writing and signed by NSN. NSN reserves the right to amend

the date scheduled for the Work whether booked online or otherwise. The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of NSN which is not set out in the Contract. Nothing in this condition shall exclude or limit NSN's liability for fraudulent misrepresentation.

- 2.3 Each acceptance of a quotation for Works and/or Goods by the Customer from NSN shall be deemed to be an offer by the Customer to buy Works and/or Goods subject to these conditions.
- 2.4 No order placed by the Customer either online or otherwise shall be deemed to be accepted by NSN until a written acknowledgement is issued by NSN or (if earlier) NSN either provides Works or delivers Goods to the Customer.

3. YOUR STATUS

- 3.1 By placing an order through our site, you warrant that:
 - a. You are legally capable of entering into binding contracts; and
 - b. You are at least 17 years old.

4. QUOTATIONS, ESTIMATES & PRICES

- 4.1 NSN will provide a quotation which is the estimate of the charge for the Work and/or Goods based on the information available to NSN at the time provided by the Customer. This quotation will remain valid for 14 days from the date of issue as specified in the quotation, provided that NSN has not previously withdrawn it.

- 4.2 NSN reserves the right to change the estimate if NSN ascertains on inspection of the Vehicle and/or in the course of carrying out the Work that further Work and/or other Goods are reasonably necessary, or if NSN's costs change significantly due to circumstances beyond NSN's control between the date of issue of the quotation and the date of fitment or purchase. An additional charge will be made should special or synthetic oil and platinum, multi electrode spark plugs be required to be supplied for the Work. The Customer shall be entitled to terminate the Contract within 7 days of receipt of written notice of any changes or the customer shall be deemed to have accepted the changes.
- 4.3 If any additional work not referred to in the quotation is required at further cost the NSN Garage will not carry out such additional work until NSN has obtained the Customer's authorisation (written or oral) to proceed.
- 4.4 If the Customer leaves the Vehicle with an NSN Garage to undertake an estimate of work required or the Work itself, or if NSN or the NSN Garage requests the driver to remove the Vehicle, a charge of up to £25 per day will be levied for storage if the Vehicle is not collected after 5 days from completion of the estimate or the Work itself. Details of the rate of such charge are available from NSN. In this event the vehicle is stored at the Customer's own risk and NSN

does not accept any liability for any damage or losses suffered by the Customer from the storage of its Vehicle at an NSN Garage.

- 4.5 All prices given in the quotation are inclusive of value added tax at such rate as is determined by law from time to time.

5. PAYMENT

- 5.1 Payment for Goods and Work can only be made with a valid debit or credit card and is to be made directly to NSN. When making payment by credit or debit card, the estimated cost of the work will be "pre-authorised" by NSN from the Customer's account. This is only to ensure that the Customer has sufficient funds in their credit or debit card account to meet the cost of the repairs at the time of payment. No money will be taken from the Customer's account until the Work has been completed and Goods delivered.
- 5.2 Time for payment shall be of the essence.
- 5.3 The Customer will not remove the Vehicle until all payments for Goods and Work and other applicable payments have been received.
- 5.4 Interest at the rate of 3% above the Barclays Bank plc base rate will be charged for any payments which remain unpaid 14 days from when the Work was completed and/or Goods delivered in the event that payment from the Customer's debit or credit card is subsequently declined.

6. COURTESY SERVICES

- 6.1 NSN may from time to time offer a courtesy collection & delivery service within a convenient distance from the NSN Garage location, which for the avoidance of doubt shall not be more than 10 miles from the NSN Garage. This is only available for Contracts over the value of £75.00.
- 6.2 The insurance cover on any courtesy or replacement vehicle provided by an NSN Garage will normally be covered by the NSN Garage's insurance, although in the event of a claim on the insurance, the Customer will be liable to pay the amount of the excess on the insurance. If this is not the case the NSN Garage will inform the Customer who will be required to provide their own insurance cover.
- 6.3 Subject to availability, courtesy or replacement vehicles may be provided for no more than 3 days unless previously agreed with NSN (and in any event for not more than 12 weeks). Vehicles must not be driven more than 60 miles per day. If replacement vehicles are driven in excess of this mileage, the Customer will be charged an excess mileage charge of 15p per mile payable prior to release of the Vehicle to the Customer.
- 6.4 All courtesy or replacement vehicles must be operated to comply with manufacturer instructions and the Customer must comply with any specific instructions contained in the insurance cover relating to replacement vehicles.

6.5 NSN will provide the Customer with a complimentary wash and vacuum for all Work carried out by the NSN Garage at which the Work is performed. The vehicle will be washed externally and the footwell vacuumed. Please note that this is not a valet service and NSN does not accept any responsibility for any damage or loss caused to the Customer as a result of the wash and vacuum. The Customer shall inform the NSN Garage before completion of the Work if the Customer does not want the Vehicle washed and vacuumed.

7. UNCOMPLETED WORK

7.1 If for any reason the Work is unable to be completed in full because of the Customer's instructions (such as removal of the Vehicle), NSN shall charge the Customer for the Work actually completed at the NSN hourly rate (details available from NSN) plus any Goods supplied or used.

7.2 Save for the Customer's right to cancel under the Consumer Protection (Distance Selling) Regulations shown at the bottom of these terms, no Work that has been accepted by NSN and which has been authorised by the Customer may be cancelled by the Customer, unless NSN notifies the Customer of increases to the charges or a significant delay in completing the Work or as otherwise agreed with NSN. On cancellation the Customer will pay NSN for Work actually carried out and for Goods supplied or used.

7.3 NSN will use reasonable efforts to ensure that it does not cause delays to the completion of the Work or delivery of any Goods.

8. TITLE

8.1 Ownership of the Goods shall not pass to the Customer until NSN has received in full in cleared funds all sums due to it from the Customer.

8.2 Any warranty in respect of any Goods will be transferred to NSN should such parts prove to be defective and require replacement under the terms of NSN's guarantee.

9. LOSS, DAMAGE AND LIABILITY

9.1 NSN shall not be responsible for any unforeseeable losses; losses that were not caused by NSN's or its employees', agents' or representatives' negligence or for any business losses. This does not affect any claim that the Customer may have for death or personal injury. Nothing in this condition will affect the Customer's statutory rights that the Works are performed with due skill and care, that the Goods supplied are of satisfactory quality and fit for their purpose and that products or services correspond with their description.

9.2 The Customer must remove from the Vehicle any valuable items not connected to the Vehicle. NSN will not be responsible for the loss of, or damage to such items, the Customer must rely on their own insurance in the event of such loss or damage.



9.3 NSN shall not be liable for any loss or deemed to be in breach of the conditions if any delay in performing its duties or inability to perform any of its obligations is the result of factors that are beyond NSN's reasonable control including, without limitation, the activities of civil or government authorities, third party industrial disputes, industrial disputes where we have taken reasonable steps to prevent the effects of such action on our services, but have been unable to do so; acts of God; or severe weather conditions.

9.4 If at any time the Customer is on site at an NSN Garage, the Customer shall comply with all health, safety and warning notices displayed at the NSN Garage. The Customer shall also comply with any instructions provided relating to use of the Goods.

10. REPLACEMENT PARTS

10.1 All parts replaced as part of the Work (except those retained under warranty or service exchange programmes) may be retained by NSN until the Vehicle is collected. Such parts will then become the property of NSN (unless the Customer requests otherwise) and will be disposed of as NSN deems appropriate.

11. SUB CONTRACTING

11.1 NSN shall be entitled to appoint any NSN Garage as its agent and sub-contractor to carry out its obligations under this agreement.

12. GUARANTEE

12.1 NSN will provide the Customer with a guarantee against any defective Goods or workmanship for a period of 12 months after the Work has been completed. This warranty will cover the replacement parts used in the Work and defective workmanship associated with the Work. This warranty is in addition to your statutory rights relating to defective goods or services.

12.2 No warranty will apply if the Customer:

- a. fails to comply with any of the Vehicle manufacturer's operating instructions or fails to have the Vehicle serviced to the Vehicle manufacturer's recommended schedule.
- b. fails to comply with any operating instructions or notices or information provided by NSN or any NSN Garage.
- c. subjects the Vehicle or Goods to conditions in excess of normal wear and tear or the Vehicle is used for racing or rallying.
- d. travels more than 12,000 miles in the Vehicle in the 12 months subsequent to the Work or the Vehicle has travelled over 100,000 miles during its life time.
- e. fails to inform NSN of any defect promptly, or fails to allow NSN the opportunity to examine or remedy such defect.

12.3 Customers with complaints regarding the Work or Goods of an NSN Garage should contact NSN in the first instance. NSN will investigate any dispute or complaint regarding the Works or Goods and will reasonably endeavour to notify the Customer within 30 days of the results of such investigation. This shall not restrict or prevent the Customer from exercising any legal remedy.

12.4 The Customer must contact NSN at the NSN Customer Care Centre on Telephone number 0844 770 4294 to have remedial work undertaken under this guarantee. The Customer must NOT contact the NSN garage directly.

12.5 NSN at its sole discretion will decide where the remedial work is undertaken within a NSN Garage. All reasonable efforts will be made to undertake such work at a location convenient to the Customer.

13. WRITTEN COMMUNICATIONS

13.1 Applicable laws require that some of the information or communications we send to you should be in writing. When using our site or contacting us by telephone, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information

and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

14. USING PERSONAL INFORMATION

14.1 Information you provide or we hold about you (whether or not under the Contract with you) may be used by us or our agents to:

- a. identify you when you contact us;
- b. help identify accounts, services and products which you could have from us from time to time (we may do this using an automatic scoring system, which uses the information you have provided, any information we hold about you and information from other agencies, including credit-reference agencies);
- c. help run and contact you about the improved running of any accounts, services and products we have provided before, or provide now or in the future (we may contact you by email or text message if you have given us these contact details);
- d. create statistical and testing information and carry out marketing analysis and customer profiling (including using information about what you buy from us and how you pay for it, for example usage rates and any discounts we have offered you –



these are examples only and not a complete list);

- e. help to prevent and detect fraud or loss; and
- f. contact you in any way (including mail, e-mail, phone, visit, text or multimedia messages) about products and services offered by us and selected partners.

14.2 We may allow other people and organisations to use information we hold about you:

- a. to provide services you have asked for;
- b. help to prevent and detect debt, fraud or loss. In addition, if you have failed to pay us, in which case we may transfer your debt to another organisation and provide them with details about you and that debt;
- c. if we have been asked to provide information for legal or regulatory purposes; or
- d. as part of current or future legal proceedings.

14.3 We may also allow your information to be used by other group companies for them to carry out any of the above purposes.

14.4 Your information may be used for training purposes. We may also monitor and record communications with you (including phone conversations and e-mails) for quality assurance and to make sure that we are meeting our legal and regulatory requirements.

14.5 If you give us information on behalf of someone else, you confirm you have given them the information set out in this document, and that they have given permission for their personal information to be used in the way we have described. If you give us sensitive information about yourself or others (such as health details or details of any criminal convictions of members of your household), you agree (and confirm that the person the information is about has agreed) to us processing this information in the way set out in this document.

15. GENERAL

15.1 Any notice must be in writing and addressed to the following: NSN Holdings, Yarmouth House, 1300 Parkway, Solent Business Park, Whiteley, Hampshire, PO15 7AE.

15.2 Nothing in these conditions will create or confer any rights or other benefits whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise in favour of any person other than the Customer or NSN.

15.3 Any amendments to these conditions shall be agreed in writing by both parties.

15.4 If any provision of these conditions shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of these terms which shall remain in full force and effect.

15.5 The formation, validity, construction and meaning of this agreement shall be governed by English Law.

15.6 These conditions shall be governed by English law and the parties agree to submit to the jurisdiction of the English Courts.

15.7 In the event of a dispute between the parties, the parties will attempt in good faith to resolve the dispute or claim arising out of or relating to these conditions promptly through negotiations between the respective representatives of the parties who have authority to settle the same.

15.8 A waiver of a provision or breach of a provision of these conditions will only be effective if made in writing and signed by an authorised representative of the waiving party. Any waiver of any breach of any provision of these conditions will not constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions of these conditions.

15.9 The headings to the sections of these conditions are for convenience only and have no substantive meaning.

THESE TERMS AND CONDITIONS AND THE GUARANTEE TERMS CONTAINED IN THEM DO NOT AFFECT THE STATUTORY RIGHTS OF A CONSUMER REGARDING FAULTY OR MISDESCRIBED PRODUCTS OR SERVICES OR ANY FAILURE BY NSN IN THE SUPPLY OF GOODS OR THE UNDERTAKING OF WORK. FOR MORE INFORMATION ABOUT YOUR STATUTORY RIGHTS, PLEASE CONTACT THE CITIZENS' ADVICE BUREAU. INFORMATION REQUIRED BY

THE CONSUMER PROTECTION (DISTANCE SELLING) REGULATIONS.

Supplier:

The Work will be carried out by an NSN Garage on behalf of NSN Holdings Limited.

Services:

The vehicle service, repair or maintenance work you have requested is described in more detail on the attached letter of confirmation.

Price:

The estimated price for your Work is valid for 14 days from the date of issue.

Right to Cancel:

You have the right to cancel any Work you have requested (apart from any Work you have requested on site at an NSN Garage) for a period of 7 working days beginning on the date after you request the Work from NSN. If the date your Vehicle is booked in at an NSN Garage is before the expiry of that date, your right to cancel will cease when the NSN Garage begins the Work with your agreement. You may also cancel in the circumstances shown in paragraph 7.2 of the conditions.

How to Cancel or Complain:

If you wish to exercise your right to cancel or to complain, please write to NSN Holdings Ltd, Yarmouth House, 1300 Parkway, Solent Business Park, Whiteley, Hampshire, PO15 7AE or email customercare@nsn.co.uk

Guarantee:

For details of the guarantee applicable to the Work being carried out to your Vehicle, please see paragraphs 12.1 and 12.2 of the conditions.

Motor Legal Protection Policy

DEMANDS AND NEEDS STATEMENT

This Policy meets the demands and needs of a driver who, if they are involved in a motor accident which is not their fault, will require:

- the provision of a loss recovery service (including legal assistance and representation if necessary) to recover any uninsured losses arising from the accident; and
- cover against the legal costs (including the costs of the loss recovery service) incurred in pursuing any Claim for recovery of such losses (including any claim for death or personal injury) to the extent that these costs are not fully recovered from the other party or their insurers.

EUI Limited (trading as elephant.co.uk) does not make personal recommendations as to the suitability of the Policy to individual circumstances.

Policy Summary

keyfacts®

This Policy summary provides key information about the Motor Legal Protection Policy, which You should read. For full terms and conditions of the Policy please refer to the policy document that follows this summary.

Provided You have paid the required Premium Your cover will be valid from the start date to the termination date of this Policy, as advised, and any subsequent period for which You have paid the full Premiums due.

The Motor Legal Protection Policy provides cover to fund legal proceedings to recover Uninsured Losses sustained by You in a motor vehicle accident for which You were not to blame and are not covered by another contract of insurance.

AmTrust Europe Limited underwrites the Motor Legal Protection Policy.

Cancellation right

We hope You are happy with the cover this Motor Legal Expenses Policy provides. However, You can cancel this Policy without notice within 14 days from receipt of Your Welcome Pack subject to no Claim having been made under the Policy. A full refund will be given of the Premium paid by contacting EUI Limited (trading as elephant.co.uk),

Capital Tower, Greyfriars Road, Cardiff, CF10 3AZ (the Participating Agent); If You do not exercise this right to cancel Your Policy, it will remain in force for the term of the Policy and You will be required to pay the Premium. After this 14 day period, You can cancel it at any time however; no refund of Premium will be given, subject to the discretion of EUI Limited (trading as elephant.co.uk).

Making a Policy Claim

If You have a Claim please ring to tell Us about it as soon as possible and this must be within six months of Your accident. Telephone 0844 543 4422 to report Your claim. You will need to confirm You are insured with EUI Limited (trading as elephant.co.uk) and provide Your Policy number, Your vehicle registration number, date of accident and any supporting details/information required to pursue the Claim.

How to make a complaint

If You need to make a complaint about the Policy contact Us by telephone on 0800 077 8165 or in writing to Quality Compliance Executive, Albany Assistance Ltd, Redmond House, Fern Court, Bracken Hill Business Park, Peterlee, Co Durham. SR8 2RR.

If the matter is not resolved to Your satisfaction, You can contact the Underwriters.

Managing Director, AmTrust Europe Limited, Market Square House, St James's Street, Nottingham. NG1 6FG. Tel no 0115 941 1022.

If the complaint cannot be resolved, You can refer it to the Financial Ombudsman Service.

AmTrust Europe Limited are covered by the Financial Services Compensation Scheme (FSCS). Depending on the circumstances You may be entitled to compensation from the scheme should they be unable to meet their obligations.

Significant benefits	Significant exclusions or limitations	Policy Section
<p>Uninsured Loss Recovery and Personal Injury</p> <p>We; or if We agree it is necessary, external lawyers that We will appoint; will negotiate to recover uninsured losses and damages, and any legal costs and expenses, incurred by the Insured Person in bringing a claim against a negligent Third Party following a collision between the Insured Vehicle and another vehicle relating to:</p> <ul style="list-style-type: none"> (a) Loss of or damage to the Insured Vehicle (b) Damage to any personal property owned by the Insured Person or for which the Insured Person is legally responsible whilst in or on the Insured Vehicle (c) Death or personal injury to the Insured Person whilst in, on or mounting or dismounting from the Insured Vehicle <p>Passengers and drivers, with the permission of the Policyholder, will also get the benefit of the Policy cover.</p>	<p>Legal Costs & Expenses are limited to £100,000 and this includes opponents' costs.</p> <p>Costs incurred before Albany Assistance Ltd agrees to appoint a representative to help an Insured Person are excluded.</p> <p>Albany Assistance Ltd is free to choose a representative to help the Insured Person.</p>	<p>DEFINITIONS: Limit of Indemnity</p> <p>14. EXCLUSIONS: 18.</p> <p>CONDITIONS: 4. Representation d</p>
<p>Territorial limits</p> <p>The Policy cover applies to accidents that happen in the Territorial Limits of the UK and most EU countries</p>	<p>The list of EU countries in which cover applies is shown in the Policy wording.</p>	<p>DEFINITIONS: Territorial limits</p>

Terms and Conditions

IMPORTANT

Your Legal Expenses Policy

The Underwriters upon payment of the Premium agree to indemnify the Insured and Insured Person(s) against Legal Costs and Expenses subject to the Policy Terms, Limit of Indemnity, Exclusions and Conditions herein in respect of an Insured Event.

Definitions

Each of the words or phrases listed below will have the same meaning wherever they appear in the insurance:

Appointed Agents means Albany Assistance Ltd (Albany) who will act on behalf of AmTrust Europe Limited in connection with the Policy and its administration and may monitor and record calls.

Appointed Legal Representative means the Solicitor or other appropriately qualified or experienced person(s) who We approve, appointed under the terms and conditions of this Policy to act for the Insured Person.

Claim means a civil claim for damages for Uninsured Losses arising out of an Insured Event.

Coverholders means Albany Assistance Limited (Albany).

Insured means the person, firm or company who is entitled to participate in the Uninsured Loss Recovery service

offered by the Coverholders and has paid the Premium or whose Participating Agent has agreed to pay the Premium on their behalf.

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

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

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

Insured Person means You and any person authorised to drive the Insured Vehicle under Your Motor Insurance Policy or any authorised passenger at the Coverholders discretion in or on the Insured Vehicle who are claiming under this Policy with Your consent, or Your or their legal representative in the event of death.

Insured Vehicle means any motorcar, motorcycle and/or sidecar, commercial vehicle or trailer attached to those vehicles owned or leased by You and specified in Your underlying Motor Insurance Policy.

Legal Costs and Expenses in relation to an insured event means any legal fees, costs and disbursements reasonably and properly incurred in relation to a Claim and any consequent Legal Proceedings:

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

Legal Proceedings means all work necessary regarding a Claim with the approval of the Underwriters, subject to the jurisdiction of courts within the Territorial Limits. Appeals from such hearings are also included when We are notified by the Insured Person of their wish to appeal at least five working days before the deadline for giving notice of appeal expires. We must also consider the appeal to have reasonable prospects of success. Advice and assistance, but not representation will be provided in matters dealt with in the Small Claims Track or any other proceedings or dispute resolution process where costs cannot be recovered or paid on a standard or similar basis.

Limit of Indemnity means a maximum of £100,000 for all Legal Costs and Expenses of the Insured Person and including opponent's costs, where awarded, arising out of any one Insured Event.

Motor Insurance Policy means the policy of insurance issued to You in compliance with the Road Traffic Act valid at the time of the Insured Event.

Participating Agent means EUI Limited (trading as elephant.co.uk), who are authorised to sell this Policy to the Policyholder on behalf of Us and the Underwriters.

Period of Insurance means from the start date to the termination date of this Policy, as advised, and any subsequent period for which You have paid the full Premiums due.

Policy means this policy of insurance.

Policyholder means the person, firm or company who has taken out this Policy and has paid the Premium.

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

Prospects of Success means reasonable prospects considered as a 51% or better chance of success.

Territorial Limits means Great Britain, Northern Ireland, Isle of Man, Channel Islands, any other Country which is a member of the European Union, Norway, Switzerland, Iceland, Croatia, Andorra and Liechtenstein.

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

Underwriters means AmTrust Europe Limited.

Uninsured Loss means any loss, including injury, compensation or expenses or costs that are directly caused by the Insured Event which led to Your Claim, unless specifically stated in this Policy, and which are not covered by Your underlying Motor Insurance Policy.

We, Us, Our means Albany Assistance Limited and/or the Underwriters.

You, Your means the Policyholder and/or Insured.

Conditions

1. Compliance And Precautions

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

2. Reporting The Claim

The Insured Person must immediately report to Albany either directly or via EUI Limited (trading as elephant.co.uk) any accident, which may give rise to a Claim under this Policy and must

complete any forms requested. The Insured Person must supply, without delay, all information the Appointed Legal Representative or We require or reasonably request. All information and forms must be sent to Albany. The Insured Person must not do anything, which may prejudice their Claim.

If You have a Claim please ring to tell Us about it as soon as possible and this must be within six months of Your accident. Telephone 0844 543 4422 to report Your claim. You will need to confirm You are insured with EUI Limited (trading as elephant.co.uk) and provide Your Policy number, Your vehicle registration number, date of accident and any supporting details/information required to pursue the Claim.

3. Acceptance of a claim

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

4. Representation

- (a) Albany has the right to make investigations into the case.
- (b) Albany also has the right to negotiate and settle the Claim, in the Insured Person's name, before an Appointed Legal Representative is instructed.
- (c) Where appropriate Albany will pass the Claim to an Appointed Legal Representative to be dealt with. They will be instructed in the name of the Insured Person and may negotiate and settle the Claim on their behalf.
- (d) Where Legal Proceedings are necessary or where it is otherwise

required, the Appointed Legal Representative will be a solicitor chosen by Albany. If You wish to appoint Your own solicitor, Albany will only accept that appointment if the request is made in writing to them and they are satisfied that the solicitor is able to deal with the case. They must sign Albany's Non-panel Solicitor Terms and Conditions and have a duty to minimise the costs of any Claim and/or Legal Proceedings. Once Your chosen solicitor has been approved by Us, they will become the Appointed Legal Representative subject to the terms and conditions of this Policy. Indemnity under this Policy to Your Appointed Legal Representative will only commence when the need arises for proceedings to be issued and then only with Our acceptance. You must not change the Appointed Legal Representative without Our prior written consent. This condition is subject to any rights of the Insured under regulation 6 of the Insurance Companies (Legal Expenses Insurance) Regulations 1990, where applicable. Any dispute arising from the Insured Person's choice may be referred to arbitration as set out in Clause 13.

- (e) There will only be a transfer of representation to another Appointed Legal Representative if there is a good reason to do so.

5. Control of the claim

- (a) The Insured Person must co-operate fully with the Appointed Legal Representative and Us and in particular, the Appointed Legal

Representative and We must be kept continually and promptly informed of all developments relating to the Claim of which the Insured Person is aware and must be provided immediately with all information, evidence and documents relating to the Claim in their possession.

- (b) We shall have direct access to the Appointed Legal Representative at all times in relation to any Claim.
- (c) The Insured Person must instruct the Appointed Legal Representative to produce to Us immediately any documents, information or advice in their possession. The Insured Person must also give the Appointed Legal Representative such prompt, proper and reasonable instructions in relation to the Claim and the conduct of any litigation, as the Underwriters or We require.
- (d) The Insured Person should advise Us directly or through their Appointed Legal Representative immediately of all offers to settle or payments into court in respect of the Claim. No offer of settlement or negotiation can be made without Our agreement.
- (e) If the Insured Person does not accept the offer or payment into court and We consider that the outcome of the case will not be bettered We reserve the right to withdraw cover and will not be responsible for any further Legal Costs and Expenses after the offer or payment into court was made.



- (f) We may discharge Our liabilities to the Insured Person under this Policy by paying an amount equal to that claimed.
- (g) The Insured Person shall take all reasonable steps to keep the costs of the Claim or any Legal Proceedings to a minimum.
- (h) The Insured Person must send to Us directly or authorise the Appointed Legal Representative to send to Us all bills for Legal Costs and Expenses, orders or awards for costs immediately on receiving them and We have the right to have these submitted for assessment by the courts or certification by the Law Society.
- (i) The Insured Person must authorise any Appointed Legal Representative to receive any sums by way of legal costs recovered from the Third Party and to pay the same to Us to the extent of the sums indemnified under this Policy.

Any sums received directly by the Insured Person should similarly be paid over to Us to the extent of the sums indemnified under this Policy.

- (j) The Insured Person must take all action possible to recover any costs, charges or fees the Underwriters or We may have paid or be liable to pay under this Policy and pay any such amounts recovered to Us. In any event, upon payment of all sums due for Legal Costs and Expenses under this Policy We can take over and if

necessary conduct proceedings in the name of the Insured Person to recover such Legal Costs and Expenses which the Insured Person is entitled to receive from the Third Party.

6. Withdrawal

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

7. Communication

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

8. Dual Insurance

If at the time of any Insured Event there is any other insurance, which provides cover for the loss, or any part of it We will only be responsible for the amount not recoverable under that insurance.

9. Prospects Of Success

Cover will only be provided if We and, where applicable, the Appointed Legal Representative, are of the opinion that there are reasonable prospects of recovery from the Third Party. In cases

where the Insured Event occurs outside of the United Kingdom We reserve the right to conduct enquiries or take legal advice on the Prospects of Success in the appropriate jurisdiction before deciding whether to provide cover.

We can give written notice to the Insured Person and the Appointed Legal Representative to discontinue cover if during the course of a Claim We consider reasonable Prospects of Success no longer exist.

10. Compliance And Avoidance Of Policy

Albany and/or the Underwriters have the right to cancel this Policy and declare the same null and void in the event of any breach of Policy terms and conditions if:

- (a) The Policyholder does not hold a valid Motor Insurance Policy or, if relevant, valid Green Card, at the time of the Insured Event for the vehicle involved.
- (b) The Policyholder's motor insurers are entitled to avoid the Motor Insurance Policy or refuse indemnity.
- (c) Any statements or answers made by the Policyholder to Us or the Underwriters prior to commencement of this Policy are found to be false or untrue.
- (d) The Policyholder fails to disclose any material fact relevant to the risks insured under this Policy to the Underwriters or to Us prior to the commencement of this Policy.
- (e) An Insured Person makes any Claim under this Policy, which is fraudulent or false in any material respect.

- (f) You fail to pay the required Policy Premium, if not having been waived, to the Participating Agent or Us within 14 days of receiving Your Welcome Pack.

11. Alteration

You must notify Us immediately of any change, which may or does affect this Policy.

12. Complaints

We are committed to dealing with customer complaints in a fair and prompt way. Complaints can be made verbally or in writing.

It is Our experience that most complaints can be resolved by speaking to the staff directly responsible for Your Claim. Please call Albany on 0800 077 8165 or write to The Quality Compliance Executive, Albany Assistance Ltd, Redmond House, Fern Court, Bracken Hill Business Park, Peterlee, Co Durham SR8 2RR.

If the matter is not resolved to Your satisfaction, please write to the Managing Director, AmTrust Europe Limited, Market Square House, St James's Street, Nottingham NG1 6FG.

The Underwriters will contact You within five days of receiving Your complaint to inform You of what action they are taking. The Underwriters will try to resolve the problem and give You an answer within four weeks. If it will take the Underwriters longer than four weeks the Underwriters will tell You when You can expect an answer.

If the Underwriters have not given You an answer in eight weeks they will tell You how You can take Your complaint

to the Financial Ombudsman Service for review. This complaints procedure does not affect any legal right You have to take action against Us.

If You are still not satisfied You can contact the Financial Ombudsman Service at:

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

By telephone 0845 080 1800 or 0300 123 9 123 or email complaint.info@financial-ombudsman.org.uk

13. Arbitration

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

If We cannot agree on an arbitrator then the President of the Law Society or the Chairman of the Bar Council or similar legal professional body within the Territorial Limits will choose one. The appointment and subsequent arbitration shall be binding on both parties.

Whoever loses the arbitration must pay all the costs involved. If the decision is not clearly made against the Insured Person or Us, the arbitrator will decide how the Insured Person and We will share the costs.

14. Exclusions

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

- 1. Any Insured Event that took place prior to the Period of Insurance.**
- 2. Any Claim reported to Albany more than 180 days after the Insured Event.**
- 3. Any Legal Costs and Expenses for any period subsequent to a refusal by the Appointed Legal Representative to act further for the Insured Person for a reason, which Albany consider, is justified unless Albany agree to another Appointed Legal Representative being instructed.**
- 4. In any case where the Insured Person has misled the Appointed Legal Representative or Albany as to the circumstances of the accident.**
- 5. In any case where the Insured Person fails to disclose to Albany and/or the Appointed Legal Representative material facts relevant to the Claim.**
- 6. Compensation, costs, damages, fines or penalties of any kind awarded by a court of criminal jurisdiction.**
- 7. Claims for damage to any property or any related loss, expense or costs that are indirectly caused by the Insured Event which led to Your Claim, unless specifically stated in this Policy.**

8. Any Claim arising out of a deliberate and/or criminal act or omission or which is found to Albany's satisfaction to be of a fraudulent nature.
9. Any Claim arising from the theft or attempted theft of the Insured Vehicle.
10. In any case where the Insured Person does not possess a valid Motor Insurance Policy, valid road fund licence or MOT for the Insured Vehicle or a valid driving licence.
11. In any case where the Insured Vehicle is not in a roadworthy condition at the time of the Insured Event.
12. Any Claim where the Insured Person's motor insurers are entitled to repudiate the Motor Insurance Policy or refuse indemnity.
13. All Claims in the Territorial Limits where a valid Green Card is required and has not been issued.
14. Any Insured Event arising out of the use of an Insured Vehicle by the Insured Person in connection with racing, rallies, trials or competitions of any kind.
15. Any Claim where no Premium has been paid by You or received by the Participating Agent or Us within 14 days of the date of issuing of the Policy, save where this requirement has been waived.
16. Any Claim where the Third Party cannot be traced or identified.
17. Any Claims arising from:
 - (a) Ionising, radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - (b) The radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or component of it.
 - (c) Riot, civil commotion, war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, nationalisation, requisition, destruction or damage to property by or under the order of any government or public or local authority.
 - (d) Pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
 - (e) Any Claims directly or indirectly caused by or resulting from any device failing to recognise interpret or process any date as its true calendar date.
18. Legal Costs and Expenses incurred prior to notification of the Insured Event to Albany.



- 19. Legal Proceedings dealt with by a court or other body, which Albany have not agreed to or are outside the Territorial Limits.**
- 20. The cost of representation in the Small Claims Track or any other proceedings or dispute resolution process where costs cannot be recovered or paid on a standard or similar basis.**
- 21. Any undertaking the Insured Person gives to the Appointed Legal Representative, or which the Insured Person or the Appointed Legal Representative gives to any person about payment of fees or expenses, unless Albany have given prior written authority.**

15. Governing law & language.

This Policy shall be governed by and construed in accordance with English Law. All communication is to be conducted in English.

16. Whole agreement

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

Supplied by EUI Limited (trading as elephant.co.uk), (FSA Registration: 309378), Capital Tower, Greyfriars Road, Cardiff, CF10 3AZ, and is administered by Albany Assistance Ltd (FSA Registration: 312423), Redmond House, Fern Court, Bracken Hill Business Park, Peterlee, County Durham. SR8 2RR, and is underwritten by AmTrust Europe Limited (FSA Registration: 202189) Market Square House, St James's Street, Nottingham, Nottinghamshire. NG1 6FG (Home State: United Kingdom).

The Financial Service Compensation Scheme (FSCS) covers Albany Assistance Ltd and AmTrust Europe Limited. You may be entitled to compensation from the scheme should either firm be unable to meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim. You can get more information about the compensation scheme arrangements from the FSCS. The contact information is: The FSCS, 7th Floor, Lloyds Chambers, Portoken Street, London. E1 8BN. Telephone: 020 7892 7300. E-mail: enquiries@FSCS.org.uk

17. Cancellation

You have the right to cancel this Policy within fourteen days of the date upon which You receive Your Welcome Pack. Subject to no Claim being made upon the Policy a full refund will be given of any Premium paid. Cover will cease from the day You deliver, post or telephone Your notice of cancellation. After this 14-day period, You can cancel the Policy at any time by contacting EUI Limited (trading as elephant.co.uk), Capital Tower, Greyfriars Road, Cardiff CF10 3AZ. However no refund will be given, subject to the discretion of EUI Limited (trading as elephant.co.uk).

You may cancel this policy by calling 0871 882 2233. Calls to 0871 numbers are charged at 8p per minute plus network extras.

elephant.co.uk is a trading name of EUI Limited. Registered Office: Capital Tower, Greyfriars Road, Cardiff, CF10 3AZ.

All companies are authorised and regulated by the Financial Services Authority.

You can make changes to your policy quickly and easily with our online customer services section.

Visit elephant.co.uk to find out more!

Useful numbers

claims line 0844 543 4422

renewals line 0844 848 0050

customer services 0871 882 2233

Calls to 0871 numbers are charged at 8p per minute plus network extras.

Helplines

glass repair 0844 543 4429

(open 24 hours a day)

breakdown 0800 917 3365*

accident recovery 0871 882 8269 (following an insured incident)

Calls to 0871 numbers are charged at 8p per minute plus network extras.

*available only if you have purchased our breakdown service.

Your car insurance schedule will show if you have paid for the elephant.co.uk breakdown service.

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