



Motor Car Insurance Policy



Contents

Introduction	3
How to make changes to Your policy	4
How to make a claim	5
Motor Insurance Database	6
What to do if You are involved in a motor accident or Your vehicle is stolen	7
Our accident recovery service	8
What to do if Your vehicle breaks down	9
What to do if Your windscreen or window glass is damaged	10
How to claim for uninsured loss recovery	10
Motor legal advice	10
Summary of cover	11-12
Motor car policy	13
Definition of terms	13-14
Claims settlement provisions	15-16
Section A: Third party liability	17-18
Section B: Insured Vehicle – loss or damage	19
Section C: Insured Vehicle – fire or theft	20-21
Section D: Personal accident benefits	21
Section E: Personal effects	22
Section F: Medical expenses	22
Section G: Motor legal expenses and legal helpline	23-24
Section H: Enhanced Courtesy Car	25-26
General exclusions	27-28
Conditions	29-30
Endorsements	30
No Claim Discount (NCD)	31-32
Introductory discounts	32-33
Cancellation	34
For Your information	35-36
Our service to You	36-37
Useful contact numbers	37

Introduction

Welcome to **Your** Co-op Insurance motor car policy.

Keep this booklet somewhere safe because it contains useful telephone numbers and important information about what **You**'re insured for, how to make claims and how to update **Your** policy if **Your** circumstances change.

You'll also find full details about what to do in the event of an accident, breakdown or windscreen damage – just follow the simple procedures and leave everything else to **Us**.

Obviously, **We** hope **You** won't have the misfortune of having to make a claim but, if **You** do, rest assured **We**'ll do everything **We** can to get **You** back on the road as quickly as possible.

To understand the level of cover **You** have purchased, **You** should read this booklet together with **Your Policy Details** and **Certificate of Motor Insurance**.

As **You** may expect, cover provided under this policy is subject to exclusions and conditions. Please read **Your** policy carefully for details of any exclusions or limits that apply to individual sections. Please also refer to pages 27-30 for details of the General Exclusions and Conditions that apply to the whole policy.

Your Policy Details summarises the cover **You** have chosen, while this booklet gives full details. If any Endorsements apply to **Your** policy, the relevant Endorsement number(s) and the details of where the Endorsement wording can be found will be shown either in **Your Policy Details** or in the 'Important information' leaflet which accompanies **Your** renewal invitation. Endorsements are changes to the standard cover provided by **Your** policy. **We** recommend **You** keep the **Policy Details, Certificate of Motor Insurance** and any additional endorsements together with this booklet in a safe place.

To help **You** understand **Your** policy, some words and expressions are given specific meanings which apply wherever they appear in **bold type**. The Definition of terms on pages 13 and 14 lists these words and expressions with their meanings.

You have the right to cancel **Your** policy. Instructions can be found on page 34 of this booklet if **You** wish to exercise **Your** right to cancel.

Finally, please take time to read through the Confirmation of Your Details to ensure **We** have recorded the information **You** provided correctly.

Happy motoring!

How to make changes to Your policy

It's important that all the details in **Your** policy are accurate and that **You** are happy with the cover provided, so it makes good sense to check that everything is in order now.

Please contact **Us** on **03457 46 46 46** if:

- any of the information contained in the **Policy Details**, Confirmation of Your Details or **Certificate of Motor Insurance** is incorrect
- **You** change **Your** name, **Your** address, **Your** occupation or **Your** vehicle
- **You** wish to amend the cover or use provided by **Your** policy (for example, **You** want to make changes to the driving restrictions, or increase the amount of voluntary **Excess You** pay) or **You** intend to modify the **Insured Vehicle** in any way
- **You** wish to change driver details.

Remember that if **You** change **Your** vehicle **You** must obtain a new **Certificate of Motor Insurance**.

If **You** notify **Us** of a permanent change of vehicle, cover will operate on the vehicle being replaced until midnight on the date from which the change of vehicle is operative. For an additional premium, **You** can request an extension of cover on the vehicle being replaced beyond this date.

We recommend that **You** keep any replacement **Policy Details** or endorsements issued to **You**, together with this booklet, in a safe place.

If **You** make any future changes to **Your** policy cover other than at renewal, or if **You** request duplicate documents, **We** may charge **You** an administration fee. The administration fee will be in addition to any increase in premium that may occur.

The main types of change for which **We** charge an administration fee include, but are not restricted to:

- changing **Your** vehicle
- adding or removing drivers
- requesting replacement documents (including a **Certificate of Motor Insurance**)
- adding a temporary driver or vehicle
- changing the level of **Your** cover

Cancelling the policy may incur a separate cancellation fee. The amounts of the administration fee and cancellation fee are specified in **Your Policy Details**.

How to make a claim

We've made the process of claiming as easy and straightforward as possible.

If **Your** vehicle is:

- stolen or damaged, or
- involved in an accident

You should call the Co-op Insurance claims helpline on **0345 999 8888**; lines are open 24 hours a day, 7 days a week.

It is important that **You** report an accident to **Us** as quickly as **You** can, even if **You** are not making a claim under **Your** policy.

Repairing the damage

If **Your** vehicle suffers insured damage, **Our** claims team will advise **You** of **Your** nearest Co-op Insurance approved repairer*.

To offer **You** a fast, efficient service, all Co-op Insurance approved repairers assure **You** of the following benefits:

- they are authorised to begin work immediately on repairs on production of **Your** Co-op Insurance **Certificate of Motor Insurance** or Cover Note
- they will provide a collection and delivery service at no extra cost
- they will guarantee all their work for three years from the date the repairs are completed
- they will provide **You** with a courtesy car while **Your** vehicle is being repaired.

We'll do everything in **Our** power to keep delays to vehicle repairs to a minimum.

*Excluding Northern Ireland, the Channel Islands and the Isle of Man.

Access to an Enhanced Courtesy Car

We appreciate that having **Your** vehicle off the road disrupts **Your** routine and can cause great inconvenience.

Our standard policy provides **You** with a courtesy car while **Your** vehicle is being repaired by a Co-op Insurance approved repairer following insured damage. For a small additional premium, **Our Enhanced Courtesy Car** cover will provide **You** with a saloon or hatchback car with a petrol or diesel engine of a similar size to **Your** own car, up to a maximum of 1800cc. Van drivers will be provided with a van up to a maximum of 3.5 tonne GVW. Cover will be provided for up to 14 days if **Your** car or van has been stolen and not recovered, or written off.

In the event of a claim, **Our** Co-op Insurance claims team will advise the **Hire Car Company**, who administer the provision of courtesy cars on **Our** behalf. They will then contact **You** to arrange a convenient time and location for delivery of **Your** courtesy car.

Enhanced Courtesy Car cover is operative only if specified as operative in **Your Policy Details**.

To add Enhanced Courtesy Car cover to your policy, simply call

03457 46 46 46

Lines open Mon to Fri 8am-8pm,
Sat 8am-5pm and Sun 9am-4pm

You can extend the period for which **You** have the use of an enhanced courtesy car beyond 14 days by contacting the **Hire Car Company** direct. Whilst **You** will be responsible for paying the hire charges for the period in excess of 14 days, preferential rates are available to Co-op Insurance customers.

Motor Insurance Database

Your policy details will be added to the Motor Insurance Database (MID), managed by the Motor Insurers' Bureau (MIB). The MID and the data stored on it may be used by certain bodies permitted by law including, but not limited to, the DVLA, DVANI, Insurance Fraud Bureau and the Police, for the purposes of:

- (i) Electronic Vehicle Licensing and Continuous Insurance Enforcement
- (ii) law enforcement
- (iii) preventing and detecting crime and the apprehension and/or prosecution of offenders (including, but not limited to, establishing whether a driver's use of the vehicle is likely to be adequately covered by a motor insurance policy)
- (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 in the United Kingdom or abroad, other insurers and/or the MIB may search the MID to obtain relevant policy information.

Persons (including their 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.

You can find out more about this from **Us** or at www.mib.org.uk

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 Your correct registration number details are shown on the MID at www.askmid.com

What to do if You are involved in a motor accident or Your vehicle is stolen

To help **Us** process accident and theft claims with minimal delay, it is important that **You** capture as much information as possible, including details of other driver(s), witnesses and any police that attended the scene.

When **You** call **Us** to report a claim **We** will ask for the following information:

- the motor insurance policy number for the vehicle involved, together with the name and address of the policyholder
- details of the claim, including the date of the incident, how the incident occurred, the damage caused, property lost and any injuries sustained
- details of the other party involved, including vehicle registration number, name and address of the driver and their insurance details
- if the **Insured Vehicle** has been stolen, the police incident number given by the police when the theft was reported

- if an **Enhanced Courtesy Car** is required, details of any special requirements (e.g. automatic transmission) or additional equipment (e.g. child car seat or tow bar). **We** will use all reasonable efforts to accommodate these requirements. A charge may be made by the **Hire Car Company** for some items of additional equipment.

We will provide a fast and fair claims service, including:

- reassurance and advice on the steps involved in making a claim
- details of **Your** nearest Co-op Insurance approved repairer
- confirmation of what **You** are covered for and what **You** will need to pay.

We will aim to:

- respond to all claim notifications within 24 hours of receipt
- respond to all correspondence within five working days
- issue settlement payments within 24 hours of receiving all necessary documentation.

Our accident recovery service

If the **Insured Vehicle** is immobile or unsafe to drive due to insured loss or damage, call the Co-op Insurance emergency helpline.

We will arrange for the recovery of the **Insured Vehicle** to a suitable repairer (usually one of **Our** approved repairers near to **Your Home** or destination) or, at **Your request**, to **Your Home**, if nearer.

If the repairer cannot accept the vehicle at the time of recovery, it will be stored for up to 48 hours.

The driver and up to eight passengers will be taken, in one journey, to **Your Home** or to the planned destination. Alternatively, **We** will arrange and pay:

- (i) up to £80 per person for one night's accommodation (bed and breakfast only) subject to a maximum of £500, or
- (ii) for a temporary hire vehicle up to 1100cc for a maximum of 24 hours.

Note: **We** will choose the most appropriate option.

The service also operates in those countries listed under the Geographical Limits specified in the General Exclusions of this Policy for the period shown in the **Policy Details** against 'Foreign Use'.

If the **Insured Vehicle** is

- (i) immobilised in Europe and cannot be repaired in time for **Your** return home, or
- (ii) stolen and not recovered until after **Your** return home,

We'll bring the driver and up to eight passengers back to the UK.

We will also arrange and pay for, at **Our** option, either

- (i) the return of the **Insured Vehicle** to **Your Home** or a suitable repairer in the UK, or
- (ii) a single ticket by rail and/or sea, or by air if travel by train and/or boat exceeds 12 hours, for **You** or **Your** nominated driver to travel from the UK to collect the **Insured Vehicle** once it has been repaired or found.

If applicable, **We** will arrange and pay for the storage of the **Insured Vehicle** pending its repair, repatriation or scrapping. **We** will not pay more than £100 for storage.

Where the estimated repatriation cost exceeds the UK market value of the **Insured Vehicle** **We** will not pay more than the cost of scrapping the **Insured Vehicle** and any customs duty imposed.

Please note that the onward transportation of any animal in the **Insured Vehicle** will be at **Our** discretion and entirely at **Your** own risk.

For accident recovery, call

08000 929 069

or 0044 1737 815 016 (from outside UK)

Lines open 24 hours a day, 7 days a week.

What to do if Your vehicle breaks down

Co-op Insurance Breakdown cover (in association with Axa Assistance): 24-hour assistance and cover against breakdown costs.

Available for an additional premium, Co-op Insurance Breakdown cover provides protection against the costs associated with a vehicle breakdown, including:

- roadside assistance available by calling **Our** emergency helpline any time, day or night
- Europe-wide rescue and recovery service
- up to one hour's labour to repair **Your** vehicle at the scene
- recovery of **Your** vehicle to a suitable repairer or to **Your Home**
- if the vehicle can't be fixed on the same day, **We**'ll transport the driver and up to eight passengers to the home or intended destination, or **We**'ll provide one night's bed and breakfast accommodation if needed or a replacement hire vehicle for up to 24 hours
- chauffeur to **Your Home** or destination if the sole driver is injured or unable to drive
- if the vehicle breaks down in Europe and cannot be repaired in time for **Your** return home, **We**'ll bring the driver, vehicle and up to eight passengers back to the UK.

This is only a summary of the cover available with Co-op Insurance Breakdown cover – please refer to **Your** Breakdown cover booklet for full details of the terms, exclusions and conditions that apply. Co-op Insurance Breakdown cover is operative only if specified as operative in **Your Policy Details**.

To add Co-op Insurance Breakdown cover to your policy, simply call
03457 46 46 46

What to do if Your windscreen or window glass is damaged

As a driver, anything that impairs **Your** vision is potentially dangerous – for **You**, other road users and pedestrians.

For prompt action if **Your** windscreen, window or sunroof glass (other than glass roof panels) is damaged, simply call **Our** approved windscreen specialists to arrange repair or replacement. Please be aware that should **You** use a different windscreen specialist, a limit of £150 will apply.

You will need to pay an **Excess** of £50 if the windscreen, window or sunroof glass is replaced, but no **Excess** applies if the windscreen, window or sunroof glass can be repaired. The **Excess** will be deducted after the application of any relevant monetary limit.

For windscreen repair or replacement, call
0800 587 6887

Lines open 24 hours a day, 7 days a week.

How to claim for uninsured loss recovery

If **You** are covered for Motor legal expenses, the Co-op Insurance claims team will ensure that **You** are provided with details of how to pursue **Your** claim for uninsured losses. Any costs incurred must have **Our** prior authorisation. Motor legal expenses cover is operative only if specified as operative in **Your Policy Details**.

For uninsured loss recovery enquiries, call us on
0330 606 9509

Lines open Mon to Fri 9am-5pm.

To add Motor legal expenses cover to your policy, simply call
03457 46 46 46

Motor legal advice

As a further benefit of adding Motor legal expenses, **You** can obtain confidential legal advice on any personal motoring-related legal matter concerning the laws of the United Kingdom, the Isle of Man or the Channel Islands.

For legal advice, call
0330 606 9500

Lines open 24 hours a day, 7 days a week.

Summary of cover

Significant features and benefits

The table below shows the significant features and benefits of **Your** policy

Liability for death of or injury to third parties (including passengers)
Liability for damage to property (limit £20,000,000 any one accident)
Liability of passengers to other parties
Legal costs incurred with Our consent (limit £5,000,000 any one accident for property damage)
Loss of or damage to the Insured Vehicle as a result of fire or theft
Accidental damage to the Insured Vehicle
Replacement of locks following theft of keys (limit £750 any one claim)
Personal accident benefit of £5,000 for You and/or Your spouse or civil partner for death or certain disabilities
Medical expenses – up to £250 for each occupant of the Insured Vehicle
Replacement of child car seats following their loss or damage or following impact damage to the Insured Vehicle
Loss of or damage to personal effects – up to £250 for any one occurrence
Accident recovery service (subject to certain limitations) provided on our behalf by AXA Assistance (UK) Limited
Foreign use – up to eight days cover in any EU and certain other associated countries during the policy year
The maximum No Claim Discount entitlement is 70% for a new policy but this increases to a maximum of 75% following further claim-free years with Co-op Insurance

Significant and unusual exclusions and limitations

Your policy does not cover **You** in some situations. Each section of **Your** policy contains exclusions that apply to that section and the General exclusions section contains exclusions that apply to the whole of **Your** policy. The table below shows the significant and unusual exclusions and limitations that apply to **Your** policy.

An Excess of £100 applies to each claim (except for liability claims and certain windscreen claims) (See Claims settlement provisions [Section B: Insured Vehicle – loss or damage and Section C: Insured Vehicle – fire or theft])	
An additional Excess , as specified below, applies where the driver or person in charge is aged:	
(i) Under 21 years	£300
(ii) 21-24 years	£200
(iii) 25 years or over and has not held a full driving licence for one year or longer	£150
(See Claims settlement provisions [Section B: Insured Vehicle – loss or damage])	
A range of voluntary Excesses (£50, £100, £150, £250 or £350), which will apply in addition to the above Excesses , are available for a reduced premium. (See Claims settlement provisions [Section B: Insured Vehicle – loss or damage])	

Summary of cover – continued

Significant and unusual exclusions and limitations - continued

If **You** have added the Motor legal expenses optional extra to **Your** policy, any costs **You** incur without **Our** prior agreement will not be covered. In some circumstances a claim may not be accepted if **We** do not consider it to have a reasonable chance of success. (See Section G: Motor legal expenses and legal helpline)

A limit of £150 applies to claims for damage to windscreen, window or sunroof glass (other than glass roof panels) if **You** do not use one of **Our** approved windscreen specialists to undertake the repair or replacement. (See Claims settlement provisions [Section B: Insured Vehicle – loss or damage and Section C: Insured Vehicle – fire or theft])

A limit of £500 applies to loss of or damage to electronic equipment permanently fitted to the **Insured Vehicle** post-manufacture. (See Section B: Insured Vehicle – loss or damage and Section C: Insured Vehicle – fire or theft)

Third party cover whilst **You** are driving another vehicle is not available except when:

- (i) the vehicle does not belong to **You** and is not hired to **You** under a hire purchase agreement and
- (ii) there is no other insurance policy which insures **You** and
- (iii) the vehicle is not being driven outside Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man or the Channel Islands and
- (iv) the vehicle is not being driven to secure its release following seizure by, or on behalf of, any government or public authority.

(See Section A: Third party liability)

If any part or accessory of the **Insured Vehicle** is not available, the most **We** will pay will be the cost shown in the manufacturer's last UK price list (plus the reasonable fitting costs). **We** may make a monetary payment on this basis if such a part cannot be obtained. If the **Insured Vehicle** is three years old or more, or if it has been imported, **We** may decide to repair it with parts which have not been made by **Your** vehicle's manufacturer but are of a similar standard. (See Conditions)

Loss or damage caused by theft will not be covered if the **Insured Vehicle** is unoccupied and it is left unlocked, or with the ignition keys in or on it, or with the engine running, or with any opening roof or window left open. (See Section C: Insured Vehicle – fire or theft)

Loss or damage caused by theft will not be covered if the **Insured Vehicle** is driven or used without **Your** permission by any member of **Your** family or household, unless the person is reported to the police for taking the **Insured Vehicle** without **Your** consent. (See Section C: Insured Vehicle – fire or theft)

Loss or damage caused by theft or attempted theft will not be covered if **You** have told us that the **Insured Vehicle** is fitted with an anti-theft tracking device and, at the time of the incident:

- (i) the device is not active/armed and in full working order or
- (ii) the annual network subscription for the maintenance contract on the device is not current.

(See Section C: Insured Vehicle – fire or theft of the Policy)

The cost of providing an Enhanced Courtesy Car (where cover is operative) will not be covered if the **Insured Vehicle** is immobilised unless **We** agree that the **Insured Vehicle** is damaged beyond cost-effective repair.



Motor car policy

We (CIS General Insurance Limited) agree with **You** (the policyholder named in the **Policy Details**) that, subject to the General Exclusions, Conditions and Claims Settlement Provisions of this Policy and payment by **You** of the required premium, **We** will provide the insurance set out in the Policy Sections and in any Endorsements specified as operative in the **Policy Details** in respect of events occurring during the **Period of Insurance** shown in the **Policy Details** and any further period for which **We** may accept a renewal premium.

The Policy booklet, the **Policy Details** and the **Certificate of Motor Insurance** ('**Certificate**') are to be read together as one document.

This Policy is subject to the law applicable to **Your** place of residence (or in the case of a business to the place where the principal office is situated) in the United Kingdom, the Isle of Man or the Channel Islands.

Any terms and conditions of **Your** policy will be supplied in English and **We** will communicate with **You** in English.

Definition of terms

Each of the following words and expressions is given a specific meaning which applies wherever it appears in **bold type** in this Policy.

Certificate of Motor Insurance (Certificate): means the document that provides evidence that **You** have taken out insurance as required by law. It shows the registration number of the **Insured Vehicle**, who is entitled to drive and the purposes for which the **Insured Vehicle** can be used.

Enhanced Courtesy Car: means the motor vehicle (and/or its accessories) supplied to **You** by the **Hire Car Company**.

Excess: means the amount **You** must contribute towards any claim. **We** will deduct that amount from the amount payable in respect of the claim, after the application of any relevant monetary limits specified in this Policy. Details of the **Excesses** applicable are included in **Your Policy Details** and, for claims for loss of or damage to an **Enhanced Courtesy Car**, in the **Hire Agreement**.

Hire Agreement: means the agreement between **You** and the **Hire Car Company** which sets out the terms and conditions under which the **Enhanced Courtesy Car** is provided and which must be signed by **You** before the commencement of the **Hire Period**.

Definition of terms – continued

Hire Car Company: means the company **We** instruct to supply **You** with an **Enhanced Courtesy Car**, who will arrange for the provision of, and administer any claims in connection with, the **Enhanced Courtesy Car**.

Hire Period: means the period for which **We** agree to provide **You** with an **Enhanced Courtesy Car**, up to a maximum of 14 consecutive days in respect of any one event.

Injury: means bodily injury and includes illness, disease and death.

Insured Incident: means an event insurable under Section B or Section C of this Policy involving loss of or damage to the **Insured Vehicle** and which **We** agree causes the **Insured Vehicle** to be damaged beyond cost-effective repair.

Insured Person: means **You** and

- (i) anyone driving who is allowed to do so by **Your current Certificate** whilst in or on the **Insured Vehicle**
- (ii) any passenger whilst in or on the **Insured Vehicle**.

Insured Vehicle: means the motor vehicle (and/or its accessories) specified in **Your current Policy Details** or **Certificate**.

Legal Costs: means

- (i) reasonably and necessarily incurred fees, expenses, costs and disbursements paid, with **Our** agreement, by or on behalf of the **Insured Person** in connection with **Legal Proceedings**
- (ii) the costs of a third party for which the **Insured Person** is either held liable by court order or which **We** agree to pay in connection with **Legal Proceedings**.

Legal Proceedings: means the pursuit of a claim for **Uninsured Loss** either by negotiation or by civil, tribunal or arbitration proceedings in a court within the Geographical Limits specified in the General Exclusions of this Policy.

Legal Representative: means the solicitors or other qualified experts appointed by **Us** to act for the **Insured Person** in accordance with Note 2 of Section G: Motor legal expenses and legal helpline.

Period of Insurance: means the period of time covered by this Policy, as shown on **Your current Policy Details**.

Policy Details: means the document that identifies the policyholder and sets out details of the cover **Your** policy provides.

Road Traffic Accident: means a traffic accident which

- (i) occurs on a public highway or on a private road or a car park to which the public has an uninterrupted right of access, and
- (ii) involves the **Insured Vehicle**, and
- (iii) involves another motor vehicle for which the user of that vehicle is at fault.

Road Traffic Acts: means the compulsory motor insurance provisions of any road traffic laws; being any acts, laws or regulations which govern the driving or use of any motor vehicle in the United Kingdom, the Isle of Man or the Channel Islands.

Uninsured Loss: means loss not otherwise insured arising out of a **Road Traffic Accident** where

- (i) damage occurs to the **Insured Vehicle** or any personal effects owned by the **Insured Person** whilst in or on the **Insured Vehicle**
- (ii) the **Insured Person** suffers death or bodily injury whilst in, or getting into or out of, the **Insured Vehicle**.

We / Us / Our: means CIS General Insurance Limited and, in respect of Section G (Motor legal expenses and legal helpline) only, means CIS General Insurance Limited acting through Co-operative Legal Services Limited.

You / Your: means the policyholder named in the **Policy Details**.

Your Home: means **Your** address as noted in **Our** records.

Claims settlement provisions

The following is an overview of any conditions applying to claims for each section of the policy. Details of What is Insured and What is not Insured for each section follows from page 17.

Section A: Third party liability

We will settle a claim for damages and claimants' costs and expenses by payment on the basis of the liability incurred, subject to any monetary limit specified in Section A.

Section B: Insured Vehicle - loss or damage and

Section C: Insured Vehicle - fire or theft

1. Subject to Provision 6 below **We** will settle a claim for loss of or damage to the **Insured Vehicle** by, at **Our** option, paying the reasonable cost of repair, arranging for the **Insured Vehicle** to be repaired or making a payment in settlement of not more than the market value.
2. For the purpose of any claim settlement, repair as near as is reasonably practicable will be sufficient, even though the former appearance or condition of the **Insured Vehicle** may not be precisely restored.
3. If the **Insured Vehicle** is the subject of a hire purchase or leasing agreement, any payment in settlement will be made to the hire purchase or leasing company. If the amount owed to the company is less than the payment in settlement, the balance will be paid to **You**.
4. A standard **Excess** of £100 will apply to each claim. Where, however, the claim is for damage to windscreen, window or sunroof glass (other than glass roof panels) only, the **Excess** will be:
 - (i) £50 if the windscreen, window or sunroof glass is replaced
 - (ii) nil if the damage is repaired
5. A limit of £150 applies to claims for damage to windscreen, window or sunroof glass (other than glass roof panels) of the **Insured Vehicle** if **You** do not use one of **Our** approved windscreen specialists to undertake the repair or replacement.

6. If, within 12 months of its registration as new in **Your** name, the **Insured Vehicle** is stolen and not recovered or suffers damage and **We** agree that the cost of the repair will exceed 60% of the manufacturer's United Kingdom list price (including taxes) current at the time of the damage, **We** will, with **Your** agreement, replace it with a new vehicle of the same make, model and specification, subject to availability.

If a similar vehicle is not available **We** will replace it with the nearest equivalent model. Replacement will only be made once the consent of any other interested parties known to **Us** has been obtained.

The **Insured Vehicle** will then become **Our** property.

Note: This Provision applies only where the **Insured Vehicle** is replaced by **Us** as specified above. If the **Insured Vehicle** is not replaced by **Us** as specified, settlement will be in accordance with Provisions 1-3.

Section B: Insured Vehicle - loss or damage

An **Excess** as specified below will apply to each claim in addition to the standard **Excess** referred to in Provision 4:

- (i) the amount shown in the **Policy Details** under 'Excesses - Additional Voluntary Excess' and, in addition,
- (ii) the amount specified below whilst the **Insured Vehicle** is being driven by, or is in the care of anyone who is aged:

(a) under 21 years	£300
(b) 21-24 years	£200
(c) 25 years or over and has not held a full driving licence for one year or longer	£150

The amounts specified in (i) and (ii) above will not apply to a claim for damage to windscreen, window or sunroof glass only and any resultant scratched bodywork.

Claims settlement provisions - continued

Section D: Personal accident benefits

We will settle a claim for benefits under this section by payment under one only of the outcomes (i) to (iv) listed at section D of this Policy, to each person insured in respect of all injuries sustained by them arising out of one accident.

Section E: Personal effects

1. **We** will settle a claim for
 - (i) loss of or damage to
 - (a) personal effects other than a child car seat
 - (b) electronic equipment not permanently fitted to the **Insured Vehicle**by payment or, at **Our** option, by repair or replacement, on the basis of the cost of repair or replacement as new if an item is totally lost or destroyed, less an allowance for any depreciation and wear and tear.

We will not pay more than £250 in respect of any one event
 - (ii) loss or replacement of or damage to a child car seat by payment on the basis of the cost of replacement or, at **Our** option, by replacement, with a new item of the same model and specification or the nearest equivalent model if a similar item is not available. The replaced item will then become **Our** property.
2. For the purpose of any claim settlement, repair or replacement as near as is reasonably practicable will be sufficient, even though the former appearance or condition of the property may not be precisely restored.
3. **We** will not be liable for the replacement of or work on any undamaged items or remaining parts solely because they form part of a set, group or collection of articles of a similar nature, colour, pattern or design.

Section F: Medical expenses

We will settle a claim for medical expenses by payment of the expenses incurred, subject to a limit of £250 for each injured person.

Section G: Motor legal expenses and legal helpline

Co-operative Legal Services Limited will determine what assistance will be provided, subject to the monetary limit specified in Section G of this policy.

Section H: Enhanced Courtesy Car

Insurance on the **Enhanced Courtesy Car** is arranged by the **Hire Car Company**. The **Hire Car Company** will deal with and settle any claim relating to loss, damage, **Injury** or liability arising in connection with the **Enhanced Courtesy Car** during the **Hire Period** subject to the terms and conditions set out in the **Hire Agreement**.

An **Excess** as specified in the **Hire Agreement** will apply to each claim for loss of or damage to the **Enhanced Courtesy Car** during the **Hire Period**, unless **You** choose to purchase Collision Damage Waiver cover from the **Hire Car Company**.

Each section is subject to **General Exclusions and Conditions** as detailed on pages 27-30 and is operative only if specified as operative in the **Policy Details**

Section A: Third party liability

What is Insured

1) Legal liability for damages and claimants' costs and expenses incurred by

- (i) **You**
- (ii) anyone driving with **Your** permission who is allowed to do so by **Your** current **Certificate**
- (iii) anyone (other than the driver) using the **Insured Vehicle** with **Your** permission for social, domestic or pleasure purposes
- (iv) any passenger
- (v) the employer of anyone insured under this Section

in respect of **Injury** to any person or loss of or damage to property arising from any accident involving the **Insured Vehicle** or any trailer attached to it.

We will not pay more than £20,000,000 for loss of or damage to property in respect of all events arising from any one cause.

2) Costs and expenses incurred with **Our** consent including the cost of

- (i) representation at any Coroner's Court, Fatal Accident Inquiry or Court of Summary Jurisdiction
- (ii) defending proceedings arising from any death in connection with any event which may be insured under this Section.

We will not pay more than £5,000,000 for costs and expenses relating to loss of or damage to property in respect of all events arising from any one cause.

3) Emergency treatment fees as required by the **Road Traffic Acts** following an accident insured under this Policy. Payments under this subsection will not affect **Your** no claim discount.

What is not Insured

Any claim in respect of

- (a) **Injury** to an employee arising out of and in the course of employment by anyone insured under this Section except as is necessary to comply with the **Road Traffic Acts**
- (b) loss of or damage to the **Insured Vehicle** or any property owned by or in the care of anyone insured under this Section
- (c) **Injury** to any person or loss of or damage to property arising from the use of any motor vehicle insured under this Policy in any part of an airport or airfield to which the public does not have free vehicular access.

Each section is subject to General Exclusions and Conditions as detailed on pages 27-30 and is operative only if specified as operative in the Policy Details

Section A: Third party liability – continued

What is Insured

If liabilities are incurred by more than one person the insurance will apply to the aggregate amount and in priority to **You**.

This Section will also operate whilst **You** are personally driving any motor vehicle not owned by **You** and not hired to **You** under a hire purchase agreement which **Your** current **Certificate** allows **You** to drive, provided that

- (i) there is no other insurance policy which insures **You**, and
- (ii) the vehicle is not being driven to secure its release following seizure by, or on behalf of, any government or public authority, and
- (iii) the vehicle is not being driven outside Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man or the Channel Islands.

Note – compulsory motor insurance laws

We will provide the compulsory minimum insurance for motor vehicles required in any country which is a member of the European Union or which has satisfied the Commission of the E.U. that its arrangements meet the requirements of Article 7(2) of E.C. Directive 72/166/CEE relating to the insurance of civil liabilities arising from using a motor vehicle.

If, under the law of any country, **We** must make a payment for which **We** would not otherwise have been liable, **We** will require **You** to refund the amount paid.

What is not Insured

Each section is subject to General Exclusions and Conditions as detailed on pages 27-30 and is operative only if specified as operative in the Policy Details

Section B: Insured Vehicle

– loss or damage

What is Insured

- 1) Loss of or damage to the **Insured Vehicle**.
We will not pay more than £500 in respect of any one event for loss of or damage to electronic equipment permanently fitted to the **Insured Vehicle** post-manufacture.
- 2) The reasonable cost of removing the **Insured Vehicle** to the nearest repairer and returning it after repair to **Your Home**.

What is not Insured

- (a) Loss or damage as set out in Section C.
- (b) Loss of use, depreciation (including loss of value following repair), wear and tear or mechanical, electrical, electronic or computer failure or breakdown.
- (c) Loss or damage resulting from riot or civil commotion outside Great Britain, the Isle of Man and the Channel Islands.
- (d) Damage to tyres by punctures, cuts or bursts.
- (e) Loss or damage to electronic equipment unless permanently fitted to the **Insured Vehicle** or removable for security purposes from a housing unit permanently fitted to the **Insured Vehicle**.
- (f) Loss or damage resulting from fraud or deception.

Each section is subject to General Exclusions and Conditions as detailed on pages 27-30 and is operative only if specified as operative in the Policy Details

Section C: Insured Vehicle – fire or theft

What is Insured

- 1) Loss of or damage to the **Insured Vehicle** resulting from
 - (i) fire, explosion or lightning, or
 - (ii) theft (to include taking without lawful authority) or attempted theft.
We will not pay more than £500 in respect of any one event for loss of or damage to electronic equipment permanently fitted to the **Insured Vehicle** post-manufacture.
- 2) The reasonable cost of removing the **Insured Vehicle** to the nearest repairer and returning it after repair to **Your Home**.
- 3) The cost of replacing the keys, lock transmitter or entry card and the associated entry, ignition and steering locks following the theft of the keys or other device which unlocks the **Insured Vehicle** provided **We** are satisfied that any person who may have the keys, transmitter or entry card knows the identity or location of the **Insured Vehicle**.
We will not pay more £750 in respect of any one event.

What is not Insured

- (a) Loss of use, depreciation (including loss of value following repair), wear and tear or mechanical, electrical, electronic or computer failure or breakdown.
- (b) Loss or damage resulting from riot or civil commotion outside Great Britain, the Isle of Man and the Channel Islands.
- (c) Loss or damage caused by theft or attempted theft if the **Insured Vehicle** is unoccupied and
 - (i) the ignition keys or other removable ignition control device required to start the **Insured Vehicle** are left in or on the **Insured Vehicle**, or
 - (ii) is left with the engine running, or
 - (iii) is left unlocked and/or any window, roof opening or removable roof panel or hood is left open or unlocked.
- (d) Loss of or damage to the **Insured Vehicle** if, at the time of the incident, the **Insured Vehicle** is being driven or used without **Your** permission by any member of **Your** family or household, unless the person is reported to the police for taking the **Insured Vehicle** without **Your** consent.
- (e) Loss of or damage to electronic equipment unless permanently fitted to the **Insured Vehicle** or removable for security purposes from a housing unit permanently fitted to the **Insured Vehicle**.
- (f) Loss or damage resulting from fraud or deception.
- (g) Loss or damage caused by theft or attempted theft if **You** have told **Us** that the **Insured Vehicle** is fitted with an approved tracking device and, at the time of the incident,
 - (i) the device is not active/armed and in full working order, or

Each section is subject to General Exclusions and Conditions as detailed on pages 27-30 and is operative only if specified as operative in the Policy Details

Section C: Insured Vehicle – fire or theft (continued)

What is Insured

What is not Insured

- (ii) the annual network subscription for the maintenance contract on the device is not current.

If **You** have told **Us** that an approved tracking device is fitted, this is shown in the **Policy Details** against 'Tracker fitted'.

- (h) Loss or damage caused by theft or attempted theft if the incident is not reported to the police as soon as reasonably possible, normally within 24 hours of **You** becoming aware of the loss or damage, and a crime reference number obtained.

Section D: Personal accident benefits

What is Insured

If **You** or **Your** spouse or civil partner suffer accidental bodily injury in connection with the **Insured Vehicle** or whilst in any other motor car **We** will pay the injured person £5,000 if within 12 months that injury alone causes one of the following outcomes

- (i) death, or
- (ii) complete and permanent loss of the sight of an eye, or
- (iii) complete and permanent loss of the use of a hand or foot, or
- (iv) permanent total disablement from attending to any business or occupation.

What is not Insured

We will not pay more than £5,000 for injury to any one person and **We** will not pay for injury to any one person under more than one motor insurance policy.

Each section is subject to General Exclusions and Conditions as detailed on pages 27-30 and is operative only if specified as operative in the Policy Details

Section E: Personal effects

What is Insured

- 1) Loss of or damage to
 - (i) personal effects
 - (ii) a child car seat
 - (iii) electronic equipment not permanently fitted to the **Insured Vehicle** whilst in or on the **Insured Vehicle**.
- 2) The cost of replacing a child car seat fitted in the **Insured Vehicle** following an accident resulting in impact damage to the **Insured Vehicle**.

Other than in respect of a child car seat, **We** will not pay more than £250 in respect of any one event.

What is not Insured

- (a) Loss of current coin and banknotes, postal orders, current postage stamps, National Savings stamps and certificates, premium bonds, cheques, travellers cheques, luncheon vouchers, gift vouchers, trading stamps or travel tickets.
- (b) Loss or damage resulting from fraud or deception.

Section F: Medical expenses

What is Insured

Medical expenses incurred by each person who is accidentally injured whilst in the **Insured Vehicle**.

We will not pay more than £250 for each injured person.

What is not Insured

Each section is subject to General Exclusions and Conditions as detailed on pages 27-30 and is operative only if specified as operative in the Policy Details

Section G: Motor legal expenses and legal helpline

For the purposes of this Section 'We', 'Us' and 'Our' means CIS General Insurance Limited acting through Co-operative Legal Services Limited, who manage all claims under this Section. If **You** think **You** may have a claim for **Legal Costs** it is important that **You** contact **Us** as soon as reasonably possible as any **Legal Costs** **You** incur without **Our** prior agreement will not be covered. **We** may not be able to tell **You** immediately whether **You** are covered but **We** will not unreasonably reject or delay the approval of **Your** claim for **Legal Costs**. Please refer to page 10 of **Your** policy for full contact details.

What is Insured

1) Uninsured Loss recovery

We will insure **Legal Costs** incurred by the **Insured Person** in connection with a claim for **Uninsured Loss**.

We will not pay more than £100,000 in respect of all events arising from any one cause.

2) Legal helpline

We will provide the **Insured Person** with advice by telephone on any motoring-related legal matter concerning the laws of the United Kingdom, the Isle of Man or the Channel Islands.

What is not Insured

- 1) Fees, expenses, costs and disbursements incurred before **We** have confirmed acceptance of the claim in writing.
- 2) Any claim (including an appeal) which **We** consider does not have a reasonable chance of success or where **We** consider that there is not a reasonable chance of successfully recovering a substantial proportion of any damages which may be awarded.
- 3) Any appeal unless the **Insured Person** has notified **Us** in writing of the **Insured Person's** wish to appeal at least 10 working days before the deadline for the appeal and **Our** written approval has been obtained.
- 4) Any claim where a reasonable estimate of the **Legal Costs** that would be incurred is greater than the amount of compensation the **Insured Person** is likely to be awarded by a court.
- 5) Fees, expenses, costs and disbursements incurred following a payment into court or offer to settle by a third party unless **We** have given the **Insured Person** written consent to continue with the claim after the payment into court or offer to settle.
- 6) Fees, expenses, costs and disbursements incurred in connection with the recovery of charges **We** have not approved in advance for a replacement vehicle or vehicle storage.
- 7) Any claim reported to **Us** more than 180 days after the **Road Traffic Accident**.
- 8) Any claim against **Us** or any company or subsidiary which is part of the Co-op Group.
- 9) Any claim by the **Insured Person** against any other person covered under this policy.
- 10) Any claim arising from an event occurring before the commencement of insurance under this Section.
- 11) Any application for Judicial Review.

Each section is subject to General Exclusions and Conditions as detailed on pages 27-30 and is operative only if specified as operative in the Policy Details

Section G: Motor legal expenses and legal helpline – continued

Note

1. The **Insured Person** must notify **Us** of any claim in writing as soon as reasonably possible.
2. **We** can negotiate any claim on behalf of the **Insured Person**.

The **Insured Person** is free to choose a **Legal Representative** (by sending **Us** a suitably qualified person's name and address) if

- (a) court proceedings have been issued with **Our** agreement and it becomes necessary for a lawyer to represent the interests of the **Insured Person** in those proceedings, or
- (b) there is a conflict of interest.

We may choose not to accept the **Insured Person's** choice if **We** believe the proposed **Legal Representative** is not suitably qualified. If there is a disagreement over the choice of the **Legal Representative** in these circumstances, the **Insured Person** may choose another suitably qualified person.

In all circumstances except (a) and (b) above, **We** will choose the **Legal Representative**.

The **Legal Representative** will be appointed by **Us** and must represent the **Insured Person** according to **Our** standard terms of appointment.

3. The **Insured Person** must
 - (a) co-operate at all times in the completion of any necessary documentation or provision of information requested either by **Us** or by the **Legal Representative**
 - (b) take all reasonable steps to recover the **Legal Costs**
 - (c) notify **Us** of any settlement offer made before accepting it
 - (d) give proper instructions in reasonable time to **Us** or the **Legal Representative** and avoid unreasonable delay which may adversely affect the claim or **Our** position in respect of the claim.

4. The **Insured Person** must not
 - (a) take any action which may adversely affect the **Insured Person's** case or **Our** position in respect of the claim
 - (b) withdraw from the **Legal Proceedings** or withdraw instructions from the **Legal Representative** without **Our** written consent
 - (c) pursue a claim in a manner which differs from that advised by the **Legal Representative**
 - (d) incur **Legal Costs** in respect of any expert witness without **Our** written consent.If the **Insured Person** does not comply with (a), (b) or (c) above, **We** may withdraw **Our** agreement to insure any **Legal Costs**.
5. During the course of the claim **We** will have the right of direct access to the **Legal Representative**.
6. If the **Legal Representative** refuses to continue to act for the **Insured Person** with good reason, the cover **We** provide will end at once, unless **We** agree to appoint another **Legal Representative**.
7. The **Insured Person** must forward any accounts for **Legal Costs** as soon as they are received and, if required to do so by **Us**, must have the **Legal Costs** taxed, assessed or audited by the appropriate court or authority.
8. **We** may take over and conduct the claim and may, subject to the interest of the **Insured Person**, settle the claim in the **Insured Person's** name.
9. **We** may pay the **Insured Person** a reasonable sum not exceeding the estimated value of any claim instead of starting or continuing **Legal Proceedings**. Any such payment will be in full and final settlement of the **Insured Person's** claim.
10. Every written notice or communication from **Us** will be sent to the **Insured Person** at the last address known to **Us**.

For the Motor legal advice telephone number, see page 10 or the 'Useful contact numbers' on page 37.

Each section is subject to General Exclusions and Conditions as detailed on pages 27-30 and is operative only if specified as operative in the Policy Details

Section H: Enhanced Courtesy Car

What is Insured

The cost of providing **You** with an **Enhanced Courtesy Car**, which may be driven by **You** and up to two other drivers allowed to drive by **Your** current **Certificate**, during the **Hire Period** if the **Insured Vehicle** is the subject of an **Insured Incident** or stolen and not recovered, provided

- (i) **We** have accepted **Your** claim, and
- (ii) all drivers hold a full driving licence and are aged under 86 years, and
- (iii) **You** comply with the terms and conditions set out in the **Hire Agreement**.

What is not Insured

- (a) Any claim arising from an event occurring before the commencement of insurance under this Section.
- (b) Any costs or expenses incurred before the commencement or after the expiry of the **Hire Period**.
- (c) The cost of providing **You** with an **Enhanced Courtesy Car**
 - (i) if the **Insured Vehicle** suffers only windscreen, window or sunroof glass damage
 - (ii) if the **Insured Vehicle** is immobilised unless **We** agree that the **Insured Vehicle** is damaged beyond cost effective repair
 - (iii) beyond three days after payment has been issued to settle **Your** claim.
- (d) Any claim in respect of **Injury** to any person or loss of or damage to property arising from the use of the **Enhanced Courtesy Car**.
- (e) Loss of or damage to the **Enhanced Courtesy Car** or any property whilst in or on the **Enhanced Courtesy Car**.
- (f) Sea transit charges incurred during the delivery or collection of the **Enhanced Courtesy Car**.
- (g) The cost of fuel for the **Enhanced Courtesy Car**.

Each section is subject to General Exclusions and Conditions as detailed on pages 27-30 and is operative only if specified as operative in the Policy Details

Section H: Enhanced Courtesy Car – continued

Note

1. **You** must notify **Us** of any claim as soon as reasonably possible after the discovery of the **Insured Incident** or theft.
You must report any theft, attempted theft, malicious damage or vandalism to the police and provide **Us** with the crime reference number given to **You** by the police.
When a claim is received **We** will evaluate it and advise **You** how **We** propose the claim will be handled.
2. **You** must co-operate with all reasonable requests in the completion of any necessary documentation, including a **Hire Agreement**, or provision of information requested either by **Us** or by the **Hire Car Company**.
3. If **We** agree to provide **You** with an **Enhanced Courtesy Car**, **We** will normally arrange for its delivery to take place within one working day. If the **Insured Incident** or theft occurs during a weekend or on a Bank Holiday it may not be possible to provide an **Enhanced Courtesy Car** until the next working day.
4. Although **We** will aim to provide **You** with an **Enhanced Courtesy Car** of a similar size and type to the **Insured Vehicle**, this is not guaranteed. NOTE:
 - (i) if the **Insured Vehicle** is a motor car, **We** will provide a saloon or hatchback with a petrol or diesel engine of a similar size to **Your** own car, up to a maximum of 1800cc
 - (ii) if the **Insured Vehicle** is a van, **We** will provide a van up to a maximum of 3.5 tonne GVW
 - (iii) if the **Insured Vehicle** is a motor caravan, the **Enhanced Courtesy Car** provided will be a motor car

- (iv) if the **Insured Vehicle** has been adapted to accommodate a disabled driver or passenger, **We** will use all reasonable efforts to provide a suitable replacement vehicle, although this cannot be guaranteed.

An **Enhanced Courtesy Car** with an automatic transmission can be supplied if the **Insured Vehicle** has an automatic transmission.

If any additional equipment is required to be supplied with the **Enhanced Courtesy Car** (e.g. tow bar, roof rack or child car seat), **We** will use all reasonable efforts to accommodate these requirements. A charge may be made by the **Hire Car Company** for some items of additional equipment and **You** will be notified in advance should such a charge apply.

5. **You** may use the **Enhanced Courtesy Car** only in the United Kingdom, the Isle of Man or the Channel Islands unless the **Hire Car Company** gives its written permission and provides the appropriate insurance to drive the **Enhanced Courtesy Car** abroad.
6. The **Enhanced Courtesy Car** will be covered during the **Hire Period** under a motor insurance policy provided by the **Hire Car Company**, subject to the Limitations as to Use in **Your** current **Certificate**.
NOTE: There is no cover for loss of or damage to personal effects whilst in or on the **Enhanced Courtesy Car** or to its interior, windscreen or windows.
7. The **Enhanced Courtesy Car** will be withdrawn if **We** reject **Your** claim during the **Hire Period**.
8. **You** must return the **Enhanced Courtesy Car** to the **Hire Car Company** or its designated agent at the end of the **Hire Period** or when **We** or the **Hire Car Company** ask **You** to.

General exclusions

- 1. Driving and Use:** This Policy does not insure any damage, loss, **Injury**, liability or assistance where, to **Your** knowledge or that of the person claiming under this Policy, any motor vehicle insured under this Policy is
 - (i) being driven by anyone who is not allowed to drive by **Your** current **Certificate** or
 - (ii) being used outside the Limitations as to Use in **Your** current **Certificate**except that
 - (a) the provision regarding a licence to drive will not operate when a licence is not required by law
 - (b) any insurance provided under Section B will operate whilst the **Insured Vehicle** is in the care of a member of the motor trade for maintenance or repair or of a hotel, restaurant or commercial undertaking for parking.
- 2. Geographical Limits:** This Policy does not insure any damage, loss, **Injury** or liability arising outside Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man and the Channel Islands except as set out below and in Section A under the heading 'Compulsory Motor Insurance Laws'.

The insurance provided by this Policy operates in the following countries for the period shown in the **Policy Details** against 'Foreign Use':

Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, the Faroe Islands, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Italy, Latvia, Lithuania, Liechtenstein, Luxembourg, Malta, Monaco, Netherlands, Norway, Poland, Portugal, Romania, San Marino, Serbia, Slovak Republic, Slovenia, Spain, Sweden, Switzerland and Vatican State.
- 3. Contractual Liability:** This Policy does not insure any liability arising from a contract or agreement unless the liability would have existed without that contract or agreement.
- 4. War Risks:** This Policy does not insure any consequence whether direct or indirect of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
- 5. Nuclear Risks:** This Policy does not insure any damage, loss, **Injury**, liability, cost or expense directly or indirectly caused by or contributed to by
 - (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, or
 - (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or its nuclear parts.
- 6. Third Party Rights:** A person, or company, who is not a party to this Policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

General exclusions – continued

7. **Terrorism:** This Policy does not insure loss, damage, liability, **Injury**, cost or expense of whatsoever nature directly or indirectly caused by, arising or resulting from or in connection with
- (i) any Act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss
 - (ii) any action taken in controlling, preventing, suppressing or in any way relating to any Act of Terrorism
- except as is necessary to comply with the **Road Traffic Acts**.

For the purposes of this exclusion

Act(s) of Terrorism means

- (i) under Section A: Third party liability, 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(s) or government(s), committed for political, religious or 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
- (ii) under all other Sections, acts of persons acting on behalf of, or in connection with, any organisation that carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty's government in the United Kingdom or any other government recognised by law or practice.

If **We** allege that any such loss, damage, liability, **Injury**, cost or expense is not covered by this insurance, the burden of proving the contrary shall be upon **You**.

In the event that any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

Conditions

1. Observance of terms and disclosure of

information: To be entitled to cover under this Policy, **You** and any other person claiming under it must comply with all its terms and conditions as far as they can apply.

You must take reasonable care to make sure that the information relating to the **Insured Vehicle** and all drivers the policy covers is complete and correct (including who is the main driver of the **Insured Vehicle** and its registered keeper).

If **We** discover that **You**, or someone acting for **You**, when responding to **Our** specific questions or assumptions, carelessly, recklessly or deliberately made a false statement or failed to take reasonable care in order to obtain insurance, gain more favourable terms or reduce the premium, **We** may reject **Your** claim or refuse to pay it in full, cancel **Your** policy or declare it void.

2. Precautions: **You** must take all reasonable

precautions to keep the **Insured Vehicle** in a proper state of repair and to reduce or remove the risk of damage, loss or **Injury**.

3. Notification: **You** must report any accident or loss

to **Us** as soon as reasonably possible. **You** must send any claim by a third party or notice of any proceedings to **Us** as soon as reasonably possible. If this Policy insures **You** against damage to the **Insured Vehicle** **You** may give instructions for the repair to be started provided that **You** notify **Us** on the same day.

4. Conduct of claim: Anyone claiming under this

Policy must give **Us** any help which **We** may reasonably ask for in connection with the claim. **We** will be entitled to the full conduct and control of the defence or settlement of any claim from a third party and no admission of liability may be made without **Our** consent.

5. Other insurance: If any other insurance covers the same damage, loss or liability **We** will pay only **Our** due share of any claim.

6. Cancellation of Your policy:

(a) **We** may cancel this Policy, including any optional extras, where there is a valid reason for doing so, by sending at least seven days' notice to **Your** last known address setting out the reason for cancellation. Wherever possible **You** will be given the opportunity to provide an acceptable solution before notice of cancellation is issued.

Valid reasons for cancellation include, but are not restricted to:

- Non-payment of premiums, or non-payment of any outstanding amount due under a credit agreement with **Us**, to finance the premium or part of it, where **We** have contacted **You** to request payment by a specific date.
- Serious failure to comply with Policy Conditions.
- Failure to provide information or documentation requested by **Us**, or failure to provide a satisfactory response to any reasonable request for assistance in administering the policy or dealing with any claim.
- Violent, aggressive, abusive or threatening behaviour towards **Our** staff, suppliers or representatives appointed by **Us**.

We will, where applicable, return any premium paid, less a proportionate charge for the number of days for which cover has been provided.

(b) **You** may cancel this Policy.

Any refund of premium will be calculated from the date **We** receive **Your** cancellation request, or a later date as specified by **You**, and will be the premium paid less a proportionate charge for the number of days for which cover has been provided.

The cancellation fee specified in **Your Policy Details** will also apply if the policy is cancelled during the first **Period of Insurance**. The cancellation fee does not apply to any cancellation within 14 days of the Policy start date or of your receiving the policy booklet (whichever is later).

Please also see the 'Cancellation' section on page 34.

Conditions – continued

7. **Parts and accessories:** If any part or accessory is not available, the most **We** will pay for that part will be the cost shown in the manufacturer's last UK price list (plus the reasonable fitting costs). **We** may make a monetary payment on this basis if such a part cannot be obtained. If the **Insured Vehicle** is three years old or more, or if it has been imported, **We** may decide to repair it with parts which have not been made by **Your** vehicle's manufacturer, but are of a similar standard.
8. **Fraud:** If anyone makes a claim under this Policy knowing any part of it to be false or fraudulently exaggerated or **We** suspect other financial crime in connection with **Your** policy, **We** will not pay the claim and **We** may cancel **Your** policy or declare it void from the date of the fraudulent act and cancel all other policies **You** have with **Us**. If **We** declare **Your** policy void on the grounds of fraudulent activity, whether or not a claim is involved, **We** will be entitled to keep any premium **You** have paid and recover the total amount of any fraudulent claims already paid under the policy, plus any recovery costs. **We** may also involve the relevant authorities to instigate criminal proceedings.
9. **Cancellation of optional extras:**
 - (a) If **You** choose to cancel an optional extra within 14 days of the policy start date or of receiving the policy booklet (whichever is later), within 14 days of the optional extra being added to the policy (if added after the policy start date) or within 14 days of the renewal date **You** will be entitled to a refund of any premium paid for the optional extra, less a proportionate charge for the number of days for which cover has been provided.
 - (b) If **You** choose to cancel an optional extra at any time other than as set out in (a) above:
 - (i) For Breakdown or Extended Foreign Use there will be no refund of premium, unless the entire policy is cancelled at the same time.
 - (ii) For Enhanced Courtesy Car or Motor legal expenses **You** will be entitled to a refund of the premium paid for the optional extra, less a proportionate charge for the number of days for which this cover has been provided. The administration fee specified in **Your Policy Details** will also apply.

Please also see the 'Cancellation' section on page 34.

Endorsements

Each of the following Endorsements is operative only when the Endorsement number is shown in the **Policy Details**. Endorsements are changes to the standard cover provided by **Your** policy.

M.630 – Obsolete

M.655 – Vehicle out of use

The insurance provided by this Policy operates only whilst the **Insured Vehicle** is garaged and out of use. The Scale of Discounts does not apply to this insurance.

M.664 – Protected Discount

A Discount of at least 70% from the basic premium is guaranteed at the renewal date of this Policy unless, in the three-year period up to the renewal date, **You** have made more than three claims, when the level of Discount will be reduced.

No Claim Discount (NCD)

Any NCD earned can only be used on one policy at a time, it cannot be shared across two policies. The following discounts from the basic premium may be allowed where **You** provide documentary evidence of claim-free driving from another insurer. See below for details of the documents **We** accept as evidence.

Number of claim free years	0	1	2	3	4	5 or more
Discount	Nil or introductory	50%	60%	65%	67%	70%

The following table sets out the NCD entitlement at the next renewal date following a claim-free year or the making of one or more claims. If the policy is cancelled before the end of the policy year, no Discount will be earned for that year.

Current NCD level	Discount entitlement at the next renewal date following:					
	No claims in current year	1 claim in current year	2 claims in current year	3 claims in current year	4 claims in current year	5 claims in current year
Nil	50%	Nil	Nil	Nil	Nil	Nil
25% Introductory Discount	50%	Nil	Nil	Nil	Nil	Nil
40% Introductory Discount	50%	Nil	Nil	Nil	Nil	Nil
50% (1 year)	60%	25%	Nil	Nil	Nil	Nil
60% (2 years)	65%	40%	Nil	Nil	Nil	Nil
65% (3 years)	67%	50%	25%	Nil	Nil	Nil
67% (4 years)	70%	60%	40%	Nil	Nil	Nil
70% (5 years)	72%	65%	50%	25%	Nil	Nil
72%* (6 years)	73%	67%	60%	40%	Nil	Nil
73%* (7 years)	74%	70%	65%	50%	25%	Nil
74%* (8 years)	75%	72%	67%	60%	40%	Nil
75%* (9 years)	75%	73%	70%	65%	40%	25%

*Available only at renewal of existing Co-op Insurance policies.

The NCD entitlement is not affected by claims for

- (i) damage to the windscreen, window or sunroof glass only,
- (ii) the provision of a courtesy car under the optional Enhanced Courtesy Car cover,
- (iii) assistance with uninsured losses under the optional Motor legal expenses cover or
- (iv) assistance under the optional Breakdown cover

No Claim Discount (NCD) – continued

Acceptable evidence of NCD

We will accept the original of **Your** latest motor insurance renewal document or a letter of NCD entitlement from **Your** UK motor insurer. The document must show the number of years NCD earned and the expiry date of **Your** last UK motor policy. **We** are unable to accept the following documents as evidence of NCD:

- photocopies or faxes
- certificates of motor insurance or insurance quotations
- evidence of NCD already being used on another motor policy
- evidence which is over three years old.

Protected Discount

If **You** are entitled to a Discount of 70% or more and there has not been more than one claim in the last three years, **You** may qualify for **Our** Protected Discount Scheme. In return for an extra premium, this guarantees a Discount of at least 70% at the next renewal date provided that there have been no more than three claims in the last three years (including claims with a previous insurer).

Three claims will result in the Protected Discount Scheme being withdrawn at renewal. Four or more claims will also result in a reduction of NCD.

Please note that if any claim is made during the current period of insurance, the NCD will not increase at the next renewal.

Introductory discounts

Named Driver Discount

As a new proposer **You** may be entitled to our Named Driver Discount if **You** are aged 20 or over and **You** meet the criteria detailed below. Please note that this Discount can only be used under a Co-op Insurance motor car policy and cannot be transferred to another insurer.

You may be entitled to a Discount of up to 65% provided that:

- **You** are, or have been within the last 12 months, a named driver on another Co-op Insurance motor car policy for a continuous period of at least 12 months
- **You** have not had an accident or loss resulting in a claim under that Co-op Insurance motor policy for the period for which the Discount is being claimed, up to:
 - (i) the date **You** ceased to drive under that policy, or
 - (ii) if **You** are still a named driver, up to the commencement date of the new policy
- **You** have not had an accident or loss resulting in a claim under any other motor policy, for the period for which the Discount is being claimed, up to the commencement date of the new policy
- no driver under the new policy has been convicted of a motoring offence in the last four years or has a prosecution pending. Parking offences or a single speeding offence per driver will be ignored.

You can only begin earning Named Driver Discount from age 19. The following shows the Discount **You** could be entitled to:

- proposer aged 20 or over and one continuous claim-free year under another Co-op Insurance motor car policy – 50% Discount
- proposer aged 21 or over and two continuous claim-free years under another Co-op Insurance motor car policy – 60% Discount
- proposer aged 22 or over and three or more continuous claim-free years under another Co-op Insurance motor car policy – 65% Discount.

Please note that Named Driver Discount cannot be used in conjunction with any other Introductory Discount and can only be used under one policy at a time, it cannot be shared across two policies.

Introductory discounts – continued

Pass Plus Discount

As a new proposer **You** may enter the Scale at 40% provided that:

- (i) **You** have passed the Pass Plus test
- (ii) no driver
- a) has had any accident or loss in the last four years
- b) has been convicted of a motoring offence in the last four years or has a prosecution pending. Parking offences or a single speeding offence will be ignored.

Enhanced Discount

As a new proposer **You** may enter the Scale at 40% provided that:

- (i) **You** are aged 25 or over
 - (ii) **You** have held a full UK driving licence for at least four years
 - (iii) no driver
 - a) is aged under 25
 - b) has had any accident or loss in the last four years
 - c) has been convicted of a motoring offence in the last four years or has a prosecution pending. Parking offences or a single speeding offence will be ignored.
- Other new proposers will normally enter the Scale at 25% Discount unless any driver has had an accident or loss in the last 12 months, in which case no Discount is allowed.

Cancellation

Important - You should read this carefully. Please also refer to 'Condition 6 - Cancellation of Your policy' and 'Condition 9 - Cancellation of optional extras' on pages 29 and 30

Cancellation of Your policy

You have the right to cancel **Your** policy.

- (a) If **You** cancel **Your** policy within 14 days of
 - (i) the policy start date or of receiving this booklet (whichever is later), or
 - (ii) the renewal date

You will be entitled to a refund of any premium paid, less a proportionate charge for the number of days for which cover has been provided.

To be entitled to this refund, **You** must telephone or write to **Us** within 14 days of the policy start date

or of receiving this booklet (whichever is later), or within 14 days of any subsequent renewal date, and the cancellation effective date requested must be within this 14 day period.

- (b) If **You** cancel **Your** policy after this time the refund will be the premium paid, less a proportionate charge for the number of days for which cover has been provided. The cancellation fee specified in **Your Policy Details** will also apply if the policy is cancelled before the first renewal date.

Cancellation of optional extras

- (a) If **You** cancel any of the optional extras (Breakdown, Motor legal expenses, Extended Foreign Use or Enhanced Courtesy Car) within 14 days of

- (i) the policy start date or of receiving this booklet (whichever is later), if the optional extra is included from the start date of the policy, or
- (ii) the optional extra being added to the policy, if added after the start date of the policy, or
- (iii) the renewal date

You will be entitled to a refund of any premium paid for the optional extra, less a proportionate charge for the number of days for which the cover has been provided.

- (b) After this time:

- (i) If **You** cancel the Breakdown or Extended Foreign Use optional extra there will be no refund of premium, unless the entire policy is cancelled at the same time.
- (ii) If **You** cancel the Enhanced Courtesy Car or Motor legal expenses optional extra, **You** will be entitled to a refund of any premium paid, less a proportionate charge for the number of days for which the cover has been provided. The administration fee specified in **Your Policy Details** will also apply.

If **You** wish to cancel **Your** policy or any of the optional extras, please contact **Us** on **03457 46 46 46** or write to Co-op Insurance, General Insurance Operations Processing, PO Box 67, Mitcheldean, GL17 0ZA. Any refund of premium will be calculated from the date **We** receive **Your** cancellation request, or from a later date as specified by **You**.

For Your information

Car sharing

Accepting money as part of a car sharing arrangement for social or similar purposes will not be considered as carrying passengers for hire (or the use of the vehicle for hiring) provided that:

- (i) the vehicle is not constructed or adapted to carry more than eight passengers (excluding the driver)
- (ii) the passengers are not being carried in the course of a business of carrying passengers
- (iii) the total contributions received for the journey concerned do not involve an element of profit.

This does not apply in the Isle of Man or the Channel Islands. If **You** are in any doubt whether a car sharing arrangement is covered by the terms of **Your** policy, **You** should contact **Us** for advice on **03457 46 46 46**.

Foreign Use

This Policy operates in those countries listed under the Geographical Limits specified in the General Exclusions of this Policy for the period shown in the **Policy Details** against 'Foreign Use', where relevant. If **You** would like to extend the period of **Your** Foreign Use cover, subject to a limit of 90 days per trip, please contact **Us** on **03457 46 46 46**.

The policy is not valid in any country not listed under the Geographical Limits but if **You**'d like **Us** to consider extending **Your** cover to include another country **You** should apply to **Us** at least 28 days before **Your** journey. The reverse of **Your Certificate** contains a note repeated in French, German, Italian and Spanish, explaining its validity as evidence of a motor insurance policy which is operative in any European Union or associated country. An International Motor Insurance Card (Green Card) is not required by law for the vehicle to be used in the countries listed, although **We** will supply one if **You** request it.

We also publish a Foreign Use Booklet which has further information on motoring abroad. It includes a European Accident Statement for use if **You** are involved in an accident.

If **You** require a Green Card or a Foreign Use Booklet, please contact **Us** on **03457 46 46 46**.

Renewing Your Policy

We will send **You** a renewal invitation at least three weeks before **Your** renewal date outlining the terms and conditions under which **Your** policy may be renewed for the next 12 months, the premium required and any changes to **Your** insurance cover.

Your renewal invitation and premium will be based on the information **We** currently hold, **Your** credit score at the time of renewal, and the cover **You** have previously selected, including any optional extras. Please contact **Us** at least seven days before the renewal date if any of these details have changed or if **You** wish to make any changes to **Your** policy.

- (i) Where **Your** premium is paid annually by debit/credit card, **You** must contact **Us** before the renewal date to arrange payment or set up a monthly Direct Debit. It is recommended that **You** contact **Us** at least seven days before **Your** renewal date so that **We** can issue **You** with **Your** new **Certificate of Motor Insurance** before **Your** cover runs out.
- (ii) Where **You** pay under a credit agreement with **Us** by monthly Direct Debit, to ensure that there is no interruption in **Your** insurance cover, **We** will automatically renew **Your** policy and **We** will grant **You** further credit through **Your** existing credit agreement. Monthly repayments will continue to be taken from the account details **We** hold, starting from **Your** renewal date. If **You** do not wish to renew **Your** policy please contact **Us** before **Your** renewal date.

If **You** have paid **Your** renewal premium but then decide to cancel **Your** policy, provided that **You** tell **Us** before **Your** renewal date, **We** will refund what **You** have paid in full. If **You** cancel within 14 days of **Your** renewal date **You** will be entitled to a refund of any premium paid less a proportionate charge for the number of days for which cover has been provided.

We reserve the right not to invite renewal of the policy and in such circumstances **We** will notify **You** in writing at least three weeks before **Your** renewal date.

To pay **Your** annual renewal premium or for renewal enquiries please contact **Us** on **0345 600 2918**.

For Your information – continued

Volunteer driving

We recognise that many of **Our** policyholders want to help their local communities through volunteer driving and **We** have, therefore, made the following commitment.

Undertaking volunteer driving, that is, using the **Insured Vehicle** in connection with, or for the benefit of, charities, voluntary organisations, clubs or societies, will not be considered as business use, provided any payment received does not exceed the HMRC mileage rates in force at that time. Vehicles used for hire or reward or vehicles owned by, hired to or lent to the voluntary organisation, are not covered by this commitment.

The commitment applies only to private cars and the annual mileage declared should include any volunteer driving.

Please note that Community First Responders and other 'Blue Light' volunteers are excluded from this volunteer driving commitment. Anyone wishing to volunteer their time for such services should contact **Us** on **03457 46 46 46**.

At **Your** request, the use provided may be extended to include business use – an additional premium may apply in these circumstances.

Our service to You

Dealing with complaints

We know that sometimes things can go wrong and here at Co-op Insurance, **We** really value **Your** feedback. Letting **Us** know when **You** are not happy with **Our** products or service provides **Us** with the opportunity to put it right and helps **Us** to improve the service **We** provide to all **Our** customers.

You can find **Our** contact details below if **You** would like to obtain a copy of **Our** complaint handling procedures or would like to raise a complaint.

General insurance complaints

03457 46 46 46

Claims complaints:

0345 999 8888

Customer Relations, Co-op Insurance, Miller Street, Manchester M60 0AL

Legal Expenses complaints:

0333 606 9641

Co-op Legal Services, Aztec 650, Aztec West, Almondsbury, Bristol BS32 4SD

Accident Recovery and Breakdown Service complaints:

01737 815 215

AXA Assistance (UK) Ltd., The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR

Email: quality.assurance@axa-assistance.co.uk

To help **Us** resolve **Your** complaint **We**'ll need the following information: details of what **You** are concerned about, **Your** name and address, **Your** policy number and where possible, a daytime telephone number.

Please let **Us** know if **You** need **Your** response to be sent in an alternative format such as large print, audio or Braille.

What happens next?

We will always do everything **We** possibly can to sort out the problem. **We**'ll send **You** a written acknowledgement within five working days and keep **You** informed on **Our** progress until **Your** complaint has been resolved.

The Financial Ombudsman Service (FOS)

Should **You** remain unhappy with **Our** response to **Your** complaint, or if eight weeks have passed since **You** first raised **Your** complaint with **Us**, **You** have the option to refer **Your** complaint to the Financial Ombudsman Service. **You**'ll need to contact them within six months of the date of **Our** response. To find out more about the Financial Ombudsman Service visit: **www.financial-ombudsman.org.uk**

Or contact them by writing to: Financial Ombudsman Service, Exchange Tower, London E14 9SR

Telephone: **0800 023 4567** or **0300 123 9123**

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

Making a complaint will not affect **Your** legal rights.

Our service to You – continued

Online Dispute Resolution (ODR)

In addition the European Commission has set up an Online Dispute Resolution (ODR) website for consumers who are unhappy with products or services they have bought online. If this applies to **You**, **You** can submit a complaint at www.ec.europa.eu/consumers/odr/. **You** will receive details of the Alternative Dispute Resolution (ADR) body, the Financial Ombudsman Service (FOS), along with **Your** option to have **Your** complaint reviewed by them. **You** may contact the FOS directly using the details listed above.

Alternatively, **You** may send **Your** complaint to **Us** by email: ODRcomplaints@cfs.coop

Please note that responsibility of data security during transfer rests with the sender and not with the receiver.

We cannot guarantee unencrypted email transmissions are secure or error free, and accept no liability for interception and misuse. Information on how and when to contact **Us** can be found on **Our** website.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS) which provides protection to customers of authorised financial services firms. The FSCS can pay compensation of:

- (a) 100% of a claim without any upper limit where the insurance is compulsory (e.g. third party motor insurance), or
- (b) 90% of a claim, without any upper limit, for other insurances

if an authorised firm is unable, or likely to be unable, to pay claims against it. In general, this is when a firm becomes insolvent or has gone out of business.

Further information about compensation scheme arrangements is available from: Financial Services Compensation Scheme, P.O. Box 300, Mitcheldean GL17 1DY. Telephone: **020 7741 4100**.

Useful contact numbers

For **general enquiries** or to make a change to your policy call

03457 46 46 46

Lines open Mon to Fri 8am-8pm, Sat 8am-5pm and Sun 9am-4pm.

For **renewal enquiries** call

0345 600 2918

Lines open Mon to Fri 8am-8pm, Sat 8am-5pm and Sun 9am-4pm.

For **claims** or for details of your nearest Co-op Insurance approved repairer call

0345 999 8888

Lines open 24 hours a day, 7 days a week.

For **accident recovery** call our emergency helpline

08000 929 069 or

0044 1737 815 016

(from outside UK)

Lines open 24 hours a day, 7 days a week.

For **windscreen repair** or replacement call

0800 587 6887

Lines open 24 hours a day, 7 days a week.

For **legal advice** (where cover operative) call

0330 606 9500

Lines open 24 hours a day, 7 days a week.

For **uninsured loss recovery** enquiries (where cover operative) call

0330 606 9509

Lines open Mon to Fri 9am-5pm.

Correspondence address:

Co-op Insurance, PO Box 67, Mitcheldean, Gloucestershire GL17 0ZA.

Please call 03457 46 46 46 if you would like to receive this information in an alternative format such as large print, audio or Braille.

Co-op Insurance is a trading name of CIS General Insurance Limited; registered in England and Wales with registration number 29999R. Registered office: CIS Building, Miller Street, Manchester M60 0AL. CIS General Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under register number 435022.

Motor legal expenses cover is underwritten by CIS General Insurance Limited, with the legal services provided by Co-op Legal Services, a trading name of Co-operative Legal Services Limited; registered in England and Wales under company number 05671209. Registered office: 1 Angel Square, Manchester M60 0AG. Co-op Legal Services is authorised and regulated by the Solicitors Regulation Authority under registration number 567391.

Co-op Legal Services' professional rules are set out in the SRA Code of Conduct. The SRA Handbook, which includes the SRA Code of Conduct, is available online at www.sra.org.uk/handbook/.

Motor Breakdown Cover and Accident Recovery Service are provided on behalf of Co-op Insurance by AXA Assistance (UK) Limited; registered in England and Wales under company number 02638890. Registered Office: The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR. AXA Assistance (UK) Limited is authorised and regulated by the Financial Conduct Authority under register number 439069.

Calls may be monitored or recorded for security and training purposes. Calls to 0800 numbers are free from both UK landlines and mobile phones. Calling us on an 03 number will cost no more than a call to an 01 or 02 number, irrespective of whether you call from a landline or mobile. If you have 'inclusive minutes' with your package these calls are normally included, however you may wish to check with your service provider. Lines are open from 8am-8pm weekdays, 8am-5pm Saturdays and 9am-4pm Sundays.



We like our communications to have an impact on you - but not on the environment.

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