

your motor insurance policy booklet



churchill™

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welcome to churchill

Dear Customer

Thank you for insuring your vehicle with us.

We are determined to provide you with outstanding customer service at all times and to make insuring with us as easy and trouble-free as possible.

This policy booklet provides all the details you need to know about your insurance policy. Please read this alongside your Schedule and Certificate of Motor Insurance.

The Plain English Campaign has approved our wording to make sure that it is easy to follow, because we want you to know exactly what you are buying.

Remember, you get some great benefits with Churchill motor insurance including:

- a courtesy car if you use one of our approved repairers;
- all repair work guaranteed for 5 years, again if you use one of our approved repairers;

- 24 hour accident recovery if you cannot drive your vehicle following an accident;
- a flexible product that allows you to add temporary vehicles or drivers to your policy for an additional premium payment;
- discounts on Churchill breakdown cover and home insurance.

We hope that you will continue to insure with us for many years to come.

Happy motoring



Mike Quinton

Managing Director
Churchill Insurance Company Limited



easy index

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your policy

Your policy is made up of:

- the Motor Proposal Confirmation;
- this policy booklet;
- the Certificate of Motor Insurance; and
- the Schedule.

You must read all these documents as a whole.

Any advice, leaflets or similar literature you receive about this insurance do not form part of your policy, unless we say differently.

Please read your policy carefully and keep it in a safe place. If you find that your policy does not meet your needs, contact us immediately on **0845 603 3550**.

The contract of insurance

Your policy is proof of the contract between you and us. It is based on information you gave or which was given for you when you applied for this insurance. This information is shown on the Motor Proposal Confirmation. You promise the information you have given us is true as far as you know. In return for you paying your premium and us accepting it, we will provide insurance cover under the terms of this policy during the period of cover shown in the Schedule.

Governing law

You and we can choose the law which applies to this contract. Unless you and we agree otherwise, English Law will apply.

Your cover

Please read the general exceptions and conditions that apply to each section of this policy.

If the cover you have chosen is:

- **comprehensive** – Sections A to G of this policy booklet apply;
- **third party, fire and theft only** – only Sections A, C and G apply;
- or
- **third party only** – Sections A and G apply.

If you have chosen Churchill Legal Assistance Service (CLAS) – Section H will apply.

Any extra cover or conditions that may apply are shown in your Schedule.

definitions

Wherever the following words or expressions appear in your policy, they have the meaning given here unless we say differently.

Accessories parts or products specifically designed to be fitted to your vehicle. We may treat some accessories as modifications, so please tell us about any alterations to your vehicle.

Approved repairer a repairer we have approved and authorised to repair your vehicle following a claim under Section B or Section C of this policy.

Approved windscreen supplier a repairer we have approved and authorised to repair or replace your windscreen as shown on your Schedule.

Certificate of Motor Insurance this document provides evidence that you have taken out the insurance you must have by law. It identifies who can drive your vehicle and the purposes for which your vehicle can be used.

Excess the amount you must pay towards any claim.

Market value the cost of replacing your vehicle with another of the same make and model and of a similar age and condition at the time of the accident or loss. If you bought your vehicle at a lower price than would normally be found in UK trade guides, we will reduce the market value accordingly.

Motor Proposal Confirmation the document recording the statements made and information you gave or which was given for you when you bought your policy.

Partner your husband, wife or someone you are living with as if you are married to them.

Policy the policy booklet, Schedule, Motor Proposal Confirmation and Certificate of Motor Insurance.

Schedule the document which identifies the policyholder and sets out details of the cover your policy provides.

Terms all terms, exceptions, conditions and limits which apply to your policy.

Track day when your vehicle is driven on a racing track, an airfield or at an off-road event.

Trailer any form of trailer which has been specially built to be towed by a vehicle.

Your vehicle any private motor vehicle insured under this policy and described in the Certificate of Motor Insurance. In Sections B 'Damage to your vehicle' and C 'Fire and theft', the term 'vehicle' also includes its accessories and spare parts, whether they are on or in the vehicle, or in your locked private garage.

We, us, our, the company Churchill Insurance Company Limited.

You, your the person named as the policyholder in the Schedule.

section A liability to other people

1a Cover for you

We will cover you for your legal responsibility if you have an accident in your vehicle and:

- you kill or injure someone;
- you damage their property; or
- you damage their vehicle.

This cover also applies to any accident involving injury or damage caused by a trailer, caravan or vehicle which you are towing.

1b Driving other cars

If your Certificate of Motor Insurance says so, this policy provides the same cover as above in 1a when you are driving any other car as long as you do not own it or have not hired or leased it or had it hired or leased for you. This cover only applies if:

- there is no other insurance in force which covers the same claim;
- you have the owner's permission to drive the car;
- the car is registered in and being driven in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands; and
- you still have the insured car and it has not been damaged beyond cost-effective repair.

If you drive another car under this section, there is no cover for damage, fire or theft to the car you are driving.

2 Cover for other people

We will also provide the cover under Section 1a for:

- anyone insured by this policy to drive your vehicle, as long as they have your permission;
- anyone you allow to use but not drive your vehicle, for social or domestic purposes;
- anyone who is in or getting into or out of your vehicle;
- the employer or business partner of anyone covered by this section; or
- the legal personal representative of anyone covered under this section if that person dies.

3 Costs and expenses

a Legal costs

We can decide to pay reasonable legal costs and expenses to defend you, or any driver covered by this policy, if you or they, kill or injure somebody or damage their property or their vehicle. All expenses must be agreed beforehand.

b Emergency medical treatment

We will pay for emergency treatment fees as set out in the Road Traffic Acts. If we make a payment under this section, it will not affect your No Claims Discount.

4 Payments made outside the terms of the policy

If, under the law of any country, we have to make a payment which we would not otherwise have paid under this policy, you must repay that amount to us.

exceptions to Section A

What is not covered

We will not cover:

- loss of, or damage to any vehicle you drive or any trailer, caravan or vehicle you tow;
- 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 vehicle, except as set out in road traffic law;
- damage caused by any driver insured by this policy to any property or vehicle they own or are responsible for;
- liability for more than £20,000,000 for any claim or series of claims for loss of or damage to property including any indirect loss or damage caused by one event (including all costs and expenses);
- liability caused by acts of terrorism as defined in the Terrorism Act 2000 unless we have to provide cover under the Road Traffic Acts; or
- legal costs or expenses related to charges connected with speeding, driving under the influence of alcohol or drugs, or for parking offences.

See also

Page 14:
General exceptions

Page 15:
General conditions

section B damage to your car

What is covered

If your vehicle is damaged, we will decide to either:

- pay to repair the damage or repair the damage ourselves;
- replace what is lost or damaged, if this is more cost-effective than repairing it; or
- settle your claim by sending you a cheque.

The most we will pay

We will not pay more than the market value of your vehicle at the time of the loss (less the excess).

What is not covered

We will not cover:

- the sum of all excesses shown on the Schedule. These may include own damage excesses and young or inexperienced driver excesses if these apply. An inexperienced driver is a person who has held a full driving licence for less than one year.

section C fire and theft

What is covered

If your vehicle is lost or damaged as a result of theft, attempted theft, fire, lightning or explosion, we will decide to either:

- pay to repair the damage or repair the damage ourselves;
- replace what is lost or damaged, if this is more cost-effective than repairing it; or
- settle your claim by sending you a cheque.

The most we will pay

We will not pay more than the market value of your vehicle at the time of the loss (less the excess).

What is not covered

We will not cover:

- the excess shown in the Schedule, unless your vehicle is stolen from a private, locked garage;
- loss as a result of deception or fraud;
- loss or damage caused by theft or attempted theft if the keys or other device which unlocks your vehicle are left in or on your attended vehicle, or if your vehicle has been left unattended and not properly locked. This includes any window, roof opening, removable roof panel or hood being left open or unlocked; or
- loss or damage if any security or tracking device, which you have told us is fitted to your vehicle, has not been set or is not in full working order, or the network subscription for the maintenance contract of any tracking device is not current.

See also

Page 9:
Exceptions

Page 10:
Conditions

Page 14:
General exceptions

Page 15:
General conditions

section D windscreen damage

What is covered

We will pay:

- to replace or repair broken glass in the windscreen, sunroof or windows of your vehicle and to repair any scratching to the bodywork caused by the broken glass, as long as there has not been any other loss or damage; or
- to replace the roof and rear windscreen assembly together, if your vehicle is fitted with a folding roof, if we decide it is more cost-effective than replacing the glass alone.

Claims under this section will not affect your No Claim Discount.

The most we will pay

We will not pay more than the market value of your vehicle at the time of the loss (less the excess).

What is not covered

We will not cover:

- the excess shown in the Schedule; or
- any amount greater than the limit shown on the Schedule if you do not use an approved windscreen supplier.

See also

Page 9:
Exceptions

Page 10:
Conditions

Page 14:
General exceptions

Page 15:
General conditions

exceptions which apply to Sections B, C and D

What is not covered

We will not cover:

- loss or damage caused by wear and tear or loss of value;
- any part of a repair or replacement which improves your vehicle beyond its condition before the loss or damage took place;
- any mechanical, electrical or computer failure, breakdown or breakage;
- damage to tyres caused by braking, punctures, cuts or bursts;
- damage caused by pressure waves from an aircraft or other flying object travelling at or beyond the speed of sound;
- deliberate damage caused by anyone insured under this policy;
- loss of use or other indirect loss such as travel costs or loss of earnings;
- loss of, or damage to, any trailer, caravan or vehicle, or their contents, while being towed by your vehicle;
- loss of, or damage to, your vehicle if, at the time of the incident, it was being driven or used without your permission by someone in your family or who was living with you (this exception does not apply if the person driving is prosecuted for taking your vehicle without your permission); or
- any amount over that shown in the Schedule for loss of, or damage to, permanently fitted in-car audio, television, phone, games-console, electronic-navigation or radar-detection equipment. (If the equipment is part of your vehicle specification, we will provide unlimited cover.); or
- loss or damage due to any government, public or local authority legally taking, keeping or destroying your vehicle.

conditions which apply to Sections B, C and D

1 Hire-purchase, leasing and other agreements

If we know that your vehicle is owned by someone else, we will settle any claim by paying the legal owner, before we pay anything left over to you.

2 Parts which are not available

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 United Kingdom price list (plus the reasonable fitting costs). If your 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.

3 Removing and delivering your vehicle

If your vehicle cannot be driven as a result of loss or damage covered under this policy, we will pay the reasonable cost of taking it to the nearest suitable repairer. We will also pay the reasonable cost of delivering your vehicle to you at the address shown in the Schedule after it has been repaired. We may put your vehicle in safe storage, before it is repaired, sold or taken for scrap. We will pay the reasonable cost of storage.

4 Repairs

If our approved repairers carry out the repairs, you do not need an estimate and work can start immediately. Or, you can arrange for reasonable and necessary repairs to be carried out at a repairer of your choice, as long as you give us a detailed repair estimate and full details of the incident before the work begins.

5 Uneconomical repair

If your vehicle is not economical to repair (written off), and we agree to settle your claim on that basis, you still owe the full yearly premium as we will have met all our responsibilities to you under the policy. Once we settle your claim, your vehicle will become our property and you must send us the registration document. All cover will then end unless we agree differently. We will not refund any of your premium.

See also

Page 14:

General exceptions

Page 15:

General conditions

section E personal accident

What is covered

We will pay you or your legal representatives if you or your partner are accidentally injured while travelling in or getting into or out of any vehicle, and this injury alone results within three calendar months in:

- death;
- permanent loss of sight in one or both eyes; or
- loss of one or more limbs.

We will pay the benefit shown in the Schedule.

What is not covered

We will not cover:

- any injury or death resulting from suicide or attempted suicide;
- anyone who is convicted for driving while under the influence of drink or drugs at the time of the accident; or
- an injured person under this policy if we insure them against personal accident under any other motor insurance policy.

The most we will pay in any period of insurance is the benefit shown in the Schedule.

See also

Page 14:
General exceptions

Page 15:
General conditions

section F additional benefits

1 Medical expenses

We will pay medical expenses up to the amount shown in the Schedule for each person injured if your vehicle is in an accident, as long as there is no cover in force under another motor insurance policy.

2 Personal belongings

We will pay for loss of, or damage to, clothing and personal belongings caused by fire, theft, attempted theft or accident, while they are in or on your vehicle. The most we will pay for any one incident is the amount shown in the Schedule. If you ask us to pay someone else, we will have no further responsibility to you once we have done so.

What is not covered

We will not cover loss of or damage to:

- money, credit or debit cards, stamps, tickets, vouchers, documents, securities (such as share and premium-bond certificates), goods or samples carried in connection with any trade or business; or
- property insured under any other policy.

3 Hotel expenses

If your vehicle cannot be driven after an accident or loss covered under Section B of this policy, we will pay up to £40 for the driver (or £80 in total for all the people in your vehicle) towards the cost of hotel expenses for an overnight stop if this is necessary.

4 New vehicle cover

If your vehicle is less than one year old and you are the first and only registered owner, we will replace it with one of the same make and model if it has:

- been stolen and not found; or
- suffered damage covered by the policy and the cost of repairing is more than 60% of the last United Kingdom list price (including taxes).

We can only do this if a replacement vehicle is available in the UK and anyone else who has an interest in your vehicle agrees.

If a suitable replacement vehicle is not available, or your vehicle was not supplied as new in the UK, we will pay you the market value of your vehicle at the time of the loss (less the excess). If we settle a claim under this clause, your lost or damaged vehicle becomes our property and you must send us the registration document.

5 Child car seats

If you have a child car seat or booster seat fitted to your car and your car seat is either:

- involved in an accident while your child is restrained in the seat; or
- damaged by fire or theft,

we will cover you for the cost of replacing the child car seat with a new one of a similar standard.

See also

Page 14:

General exceptions

Page 15:

General conditions

section G territorial limits and foreign use

1 Territorial limits and using your vehicle abroad

This policy provides the cover described in your Schedule in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands and during journeys between these places.

It also provides the minimum cover you need by law to use your vehicle in:

- any country which is a member of the European Union; and
- any country which the Commission of the European Community approves as meeting the requirements of Article 7(2) of the European Community Directive on Insurance of Civil Liabilities arising from using motor vehicles (number 72/166/CEE).

2 Policy cover abroad

We will automatically extend the territorial limits of this policy to include any member country of the European Union, Andorra, Norway, Republic of Croatia and Switzerland. We will also cover your vehicle while it is being carried by a recognised carrier between any countries which the insurance applies to as long as the journey does not take longer than 65 hours under normal conditions. Cover in these countries only applies if your main, permanent home is in the United Kingdom and your visit abroad is for less than 90 days.

3 Customs duty

If you have to pay customs duty on your vehicle in any of the countries shown in Section G2 'Policy cover abroad' because of loss or damage covered under the policy, we will pay these costs for you.

replacement vehicle following a claim

If you make a claim under Section B or Section C and your vehicle is repaired by an approved repairer, they will give you a vehicle while your vehicle is being repaired. The replacement vehicle should keep you moving while the repairs are carried out and is not intended to be like for like in terms of the size, type, value or status of your vehicle.

Your policy will cover you to drive a replacement vehicle which an approved repairer has provided for you under Section B or Section C. This cover will apply to everyone named on your Certificate of Motor Insurance and is restricted to the limits on use and exclusions shown on the Certificate of Motor Insurance.

The cover provided for a replacement vehicle is subject to the terms, conditions and exceptions described in your policy wording and Schedule. If the cover provided under this policy is third party, fire and theft, the cover provided for the replacement vehicle will be comprehensive and you will have to pay for the first £100 of any claim under Section B of the policy.

See also

Page 14:
General exceptions

Page 15:
General conditions

general exceptions which apply to Sections A to G

You are not covered for any of the following.

1 Who uses your vehicle

We will not cover any injury, loss or damage which takes place while your vehicle is being:

- driven or used by anyone not allowed to drive it, or used for any purpose not allowed by the Certificate of Motor Insurance or Schedule; or
- driven by someone who does not have a valid driving licence or is breaking the conditions of their driving licence.

This exception does not apply if your vehicle is:

- with a member of the motor trade for maintenance or repair;
- stolen or taken away without your permission; or
- being parked by an employee of a hotel, restaurant or car-parking service.

2 Contracts

We will not cover any claim as a result of an agreement or contract unless we would have been responsible anyway.

3 Radioactivity

We will not cover any loss or damage to property or any direct or indirect loss, expense or liability caused or contributed to by:

- ionising radiation or radioactive contamination from any nuclear fuel or waste; or
- the radioactive, toxic, explosive or other dangerous properties of nuclear equipment or its nuclear parts.

4 War

We will not cover any loss or damage caused by war, invasion, revolution or a similar event, unless we have to provide cover under the Road Traffic Acts.

5 Riot

We will not cover any loss or damage caused by riot or civil commotion outside Great Britain, the Isle of Man or the Channel Islands. This exception does not apply to Section A of this policy.

6 Earthquake

We will not cover any loss or damage caused by earthquakes and the results of earthquakes.

7 Use on airfields

We will not cover any damage or liability caused by using your vehicle in any area where aircraft are normally found to be landing, taking off, moving or parked.

8 Pollution

We will not cover any accident, injury, damage, loss or liability caused by pollution or contamination, unless the pollution or contamination is caused by a sudden, identifiable, unexpected and accidental incident which happens during the period of insurance.

general conditions which apply to Sections A to G

1 Your duty

- We will only provide the cover set out in this policy if you keep to all the terms and conditions of the policy.
- All information given to us must be, as far as you know, correct. It is your responsibility to make sure that information relating to all drivers covered by the policy is accurate. If we discover that you or someone acting for you knowingly gave false information, we will cancel the policy, treat it as though it has never existed and we will not pay your claim.

2 Accidents and losses

You must tell us as soon as reasonably possible about any incident which may lead to a claim under this policy. If you receive any notice of prosecution, inquest or fatal accident enquiry or you are sent a writ, summons, claim or letter, you must send it to us, unanswered, as soon as possible.

3 Claims procedure

You must not admit responsibility for or negotiate to settle any claim without our written permission. We may take over, defend or settle the claim, or take up any claim in your name for our own benefit. You must give us all the information and help we need.

4 Other insurance

If you have other insurance which covers the same loss, damage or liability, we will not pay more than our share of your claim. This does not apply to personal accident benefit (see Section E).

5 Settling disagreements

If we have agreed to a claim but disagree over the amount to be paid, an arbitrator will have to settle the problem. We and you will have to agree on an arbitrator. You cannot take legal action against us until the arbitrator has decided on the amount we should pay.

6 Taking care of your vehicle

You must:

- make sure your vehicle is roadworthy;
- take all reasonable steps to protect your vehicle and its contents from loss or damage;
- make sure you keep property left in an open or convertible car in a locked boot or locked glove compartment; and
- allow us to examine your vehicle at any reasonable time if we ask you.

7 Car sharing

Your policy covers you for carrying passengers for social or similar purposes in return for payment. But it does not cover you if:

- your vehicle is made or adapted to carry more than eight passengers (not including the driver);
- you are carrying the passengers as part of a passenger-carrying business; or
- you are making a profit from the passengers' payments.

If you are not sure whether a car-sharing arrangement is covered by the terms of this policy, please contact us.

general conditions which apply to Sections A to G continued

8 Changes which may affect your cover

You must tell us as soon as possible if any of your details change including:

- changes made to your vehicle which improve its value, performance, handling or attractiveness to thieves;
- changing your vehicle;
- your vehicle being used for a purpose not included in your Certificate of Motor Insurance;
- you or anyone covered by this policy being convicted of a motoring offence other than fixed-penalty parking tickets;
- the address at which you normally keep your vehicle changing; and
- you, or anyone covered by this policy, changing jobs.

This is not a full list and you should let us know if any of the details you have given us change.

Once you have told us about a change, we will reassess your cover and premium. For some changes you may need to pay an extra premium.

If you do not tell us about any relevant changes, we may:

- reject or reduce your claim;
- cancel the policy and treat it as though it has never existed; or
- do both of the above.

You can find our contact details, including phone numbers, on the back cover.

9 Fraud

If you or anyone acting for you makes a claim knowing any part of it to be false, we will not pay the claim and we may cancel your policy and all other policies you have with The Royal Bank of Scotland Group (the RBS group). We may also involve the relevant authorities to instigate criminal proceedings.

10 Cancelling, suspending or amending your cover

We have the right to cancel this policy by sending seven days' written notice to your last known address. If we do, we will return the premium less an amount for the period the policy has been in force. The Certificate of Motor Insurance will stay our property and you must return it to us immediately in line with the Road Traffic Acts.

You can cancel or suspend this policy at any time by returning the Certificate of Motor Insurance to us with seven days' written notice. Cancelling the direct debit instruction does not mean you have cancelled the policy. We will work out any charge from the date we receive the Certificate of Motor Insurance from you.

As long as no claim or loss has arisen in the current period of cover, we will:

- if you cancel cover, return any unused premium less 1 month's premium;
- if you suspend cover, hold the premium until we reinstate cover or until the policy expiry date shown in the Schedule. You must suspend cover for at least 28 days in a row to qualify for a credit. If you are paying by instalments, you must still pay the yearly premium and you must keep up payments during the period of suspension.

We will not refund your premium if you have made a claim or if one has been made against you during the period of cover.

If you make any temporary or permanent changes to your policy during the year or request duplicate documentation, you may have to pay an administration fee.

11 If you miss a payment

If you are paying your premium in instalments and you miss a payment, we may cancel your cover. We will give you seven days' notice before doing this.

12 If you have not paid your premium

We may refuse your claim or take any unpaid premiums from any claim payment we make to you.

13 People involved in this contract

This contract is between you and us. Nobody else has any rights they can enforce under this contract except those they have under road traffic law.

14 Automatic renewal

We may automatically renew your policy on the renewal date. If we plan to automatically renew, we will let you know we are planning to do this before your cover ends together with sending you details of the renewal premium. If you do not want to renew this policy, you should let us know before the renewal date.

15 Vehicle registration

To be covered by this policy your vehicle must be registered in, or be in the process of being registered in, the UK, the Channel Islands or the Isle of Man.

section H Churchill Legal Assistance Service (CLAS)

This section only applies if it is shown on the motor policy insurance Schedule. The cover provided by this section is legal expenses insurance.

Definitions which apply to CLAS

The following words will have the meanings shown next to them.

Costs the professional fees and expenses reasonably and necessarily charged by the lawyer. It also covers your opponent's costs which you are ordered to pay by a court and other costs we agree to in writing. The most we will pay will be £100,000 for any claim or claims arising from any one incident. This includes your costs and your opponent's costs. This overrides the cover limit detailed on your Schedule.

Lawyer the solicitor, barrister or expert appointed under this section to represent you.

Motor policy your Churchill motor policy.

Period of cover the period you are insured for that is shown on the motor policy insurance Schedule.

Territorial limits Great Britain, Northern Ireland, the Isle of Man, the Channel Islands, any country which is a member of the European Union and any country which the Commission of the European Community approves as meeting the requirements of Article 7(2) of the European Community Directive on insurance arising from using motor vehicles (number 72/166/CEE).

Uninsured losses losses which you cannot recover from any insurance policy.

We, us, our Churchill Insurance Company Limited.

You, your any person named in the motor policy insurance Schedule as being authorised to drive or use your vehicle. This also includes any authorised passengers.

Your vehicle the vehicle described in your current Churchill Certificate of Motor Insurance.

Cover provided

We will pay for the costs of recovering uninsured losses which arise directly from any road-traffic accident involving your vehicle causing:

- your death or injury;
- damage to your vehicle;
- damage to any property in your vehicle which you own or are legally responsible for; or
- any other uninsured losses you suffer.

Cover provided by CLAS only applies if:

- at the time of the accident, your vehicle is being driven or used for a purpose allowed by the motor policy;
- the date of the accident is within the period of cover and the accident happens within the territorial limits;
- any legal proceedings will be carried out within the territorial limits by a court or other organisation which we agree to; and
- it is more likely than not that you will be successful with your claim for damages.

exceptions which apply to Section H

You are not covered for any of the following.

- 1 Costs you have paid or will have to pay before we have accepted the claim.
- 2 Any claim arising out of an agreement or contract between you and anyone else.
- 3 A claim for an accident which is not covered under your motor policy.
- 4 Costs involved in disputes between you, us or our agents, other than shown in condition 5 (page 21).
- 5 Costs covered by any other insurance policy or which you can get back from any other source.
- 6 Any costs involved in a legal appeal which we have not agreed to pay.
- 7 Any costs if we do not think that the person you are claiming from is able to pay the damages.
- 8 Costs you have paid or will have to pay after you withdraw instructions from the lawyer or if you withdraw from legal proceedings without our permission.
- 9 Any payments you make to the lawyer or anyone else without our permission.
- 10 Any costs to do with claims directly or indirectly caused or contributed to by:
 - ionising radiation or radioactive contamination from any nuclear fuel or waste; or
 - radioactive, toxic, explosive or other dangerous properties of nuclear equipment or its nuclear parts.
- 11 Claims arising from:
 - war, invasion, revolution or any similar event; or
 - riot, civil commotion or malicious acts that happen outside Great Britain, the Isle of Man or the Channel Islands.
- 12 Any claim:
 - brought about by you deliberately doing or not doing something; or
 - which is in any way false.
- 13 Any claim arising from:
 - faults in your vehicle; or
 - a faulty or incomplete service or repair to your vehicle.
- 14 Fines, penalties, compensation or damages which you are ordered to pay by a court or other authority.
- 15 Any claim arising from any computer program, computer date-processing equipment, microchip integrated circuit or similar device failing to function as a direct or indirect result of failing to correctly recognise any date as its true calendar date.

conditions which apply to Section H

If you do not keep to these conditions, we may cancel this section, refuse any claim and withdraw from any current claim.

1 You must:

- tell us about your claim as soon as possible;
- let us have full details of your claim and any other information that we or the lawyer ask for (you will pay any costs involved in providing this information);
- fully co-operate with the lawyer and us, and not do anything which might damage your claim (if we ask, you must tell the lawyer to give us any documents, information or advice that they have or know about);
- tell us about any developments affecting your claim;
- tell us if the lawyer refuses to continue to act for you or if you withdraw your instructions;
- tell us if anyone makes a payment into court or offers to settle your claim;
- try to get back any costs that we have to make, and pay them to us; and
- get our agreement to negotiate or settle a claim.

2 Appointing a lawyer

- We have chosen a panel of legal firms to provide legal services. These firms may make payments to us for being members of the panel. While you are responsible for any legal costs they charge, your policy will cover them as long as the policy conditions apply.

- If we accept your claim, we or a lawyer appointed by us will try to negotiate a settlement without having to go to the courts. At any time we can take over and carry out your claim in your name.
- If it is necessary to take your claim to the courts or if there is a conflict of interests, you have the right to choose the lawyer to act for you. Otherwise, we will appoint a lawyer for you.
- The lawyer will be appointed by you or by us to act for you according to our standard terms of appointment. (You can ask us for a copy.)
- Before the lawyer starts work on your case, we must agree to the charges.
- You must not enter into any agreement relating to charges with the lawyer without getting our permission first.
- If a lawyer refuses to continue acting for you, or if you dismiss them, your cover will end immediately unless we agree to appoint another lawyer.

3 You must tell your lawyer to:

- get our written permission before instructing a barrister or an expert witness; and
- tell us immediately if it is no longer more likely than not that you will be successful with your claim for damages.

4 We can:

- contact the lawyer at any time, and he or she must co-operate fully with us at all times;
- decide to settle your claim by paying the amount in dispute;
- refuse to pay further costs if you do not accept a reasonable offer to settle your claim; and
- refuse to pay further costs if it is no longer more likely than not that you will be successful with your claim.

5 Disputes

You have the right to refer any disagreement between you and us to arbitration. The arbitrator will be a solicitor, barrister or other suitably qualified person you and we agree on. If we cannot agree, the arbitrator will be chosen by the president of the Law Society (or other similar organisation) for that part of the territorial limits whose law governs this section of the policy. We and you must keep to the arbitrator's decision. Whoever loses the arbitration will pay for all the costs and expenses of the arbitration.

You may also refer any disagreement between you and us to the Financial Ombudsman Service. This service is free of charge. (See page 24 for details of our complaints procedure.)

6 Cancellation

We can cancel CLAS by sending you seven days' notice in writing to your last known address. You, the policyholder, can cancel CLAS by giving us seven days' notice. We will only refund the part of the premium you have not used as long as you have not made a claim. If CLAS is cancelled, it will not affect your rights to any claim which happened while the policy was in force.

7 Governing law

You and we can choose the law which applies to CLAS. Unless we agree otherwise, English law will apply.

8 People involved in this contract

This CLAS contract is between you, the policyholder shown on the motor policy insurance Schedule and us. Nobody else has any rights they can enforce under this contract, except those they have by law.

what we do with this information

Please take a few minutes to read this document as it contains important information relating to the details you have given us. You should also show this document to anyone else who is covered under your policy.

Your information will be held by Churchill Insurance Company Limited, part of The Royal Bank of Scotland Group (the RBS group).

Managing your insurance policy

We will use the information you have given us to manage your insurance policy including underwriting and handling claims. This may include releasing it to other insurers, regulatory authorities or to our agents who provide services on our behalf.

Who we will speak to about your policy

Because many of our customers ask and to make managing your insurance more convenient, it is our policy to deal with your partner if they call us on your behalf, as long as they are named on the policy. If you would like someone else to be able to deal with your policy for you, please let us know. In some exceptional circumstances we may also deal with other people who call us on your behalf. If at any time you would prefer us to deal only with you, please call us to let us know.

Sensitive information

To provide you with insurance, we will need to process sensitive information (such as information about health or criminal convictions) about you and others named on the insurance policy. Please get permission from the other people named on your policy before you share any sensitive information about them with us.

Automatic renewals

If you have taken advantage of our automatic renewal service, we will keep your payment details secure on our files so we can take your premium at the next renewal. Each year we will write to you before we take your payment to remind you that this is happening.

Preventing and detecting fraud

To prevent and detect fraud we may do the following at any time.

- Share information about you across the RBS group and with other insurers and, where we are entitled to do so under the Data Protection Act, the police and other law-enforcement agencies.
- Pass your details to Insurance Hunter – a central insurance application and claims checking system, where it may be checked against information held by Insurance Hunter and shared with other insurers.
- Check your details with fraud prevention agencies and, if you give us false or inaccurate information and we suspect fraud, we will record this with the fraud prevention agency. We and other organisations may also use and search these records to:
 - help make decisions about credit and credit-related services for you and members of your household;
 - help make decisions on motor, household, credit, life and other insurance proposals and claims for you and members of your household;
 - trace debtors, recover debts, prevent fraud and manage your insurance policies;
 - check your identity to prevent money laundering, unless you give us other satisfactory proof of your identity; and
 - carry out credit searches and other fraud searches.

Insurers pass information to the Claims and Underwriting Exchange Register, run by Insurance Database Services Limited and the Motor Insurance Anti-Fraud and Theft Register run by the Association of British Insurers. The aim is to help us to check information and also to 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 or may not give rise to a claim. When you tell us about an incident, we will pass information about it to the registers.

Motor Insurance Database

We will add your policy details to the Motor Insurance Database (MID), run by the Motor Insurers' Information Centre (MIIC). The DVLA and DVLNI may use this information for the purpose of electronic vehicle licensing. The police may also use it to see whether a driver is using their vehicle legally or to prevent and detect crime. If you are involved in an accident (in the UK or abroad), other UK insurers, the Motor Insurers' Bureau and MIIC may search databases to gather relevant policy information.

Anyone making a claim for a road-traffic accident (including citizens of other countries) may also gather relevant information which is held on the database. You can find out more about this from us, or at www.miic.org.uk.

Monitoring and recording calls

We may monitor or record phone calls to improve our service and to prevent and detect fraud.

Information on products and services

We and other companies in the RBS group may use your details to:

- send you information about other products and services that may interest you; or
- carry out research.

We may contact you by letter, e-mail or phone. If you would prefer not to receive marketing information or take part in research, simply tell us when you call next.

We won't make your personal details available to any companies outside the RBS group to use for their own marketing purposes.

You are entitled (by paying a fee) to receive a copy of the information we hold about you. This will be information that you have given us during your policy. We do not hold any information about your credit status. If you would like a copy of your information, please contact The Data Protection Officer, 3 Edridge Road, Croydon, Surrey CR9 1AG, quoting reference CR01.

important information about your policy

Your right to cancel

If this cover does not meet your needs, please return all your documents within 14 days of receiving them. We will return any premium you have paid in full. If any claims have been made on the policy during that time, we will not give a refund.

How to complain

We aim to give you outstanding customer service at all times. However, there may be times when you feel that we have not done so. If this is the case, we would rather be told about it so that we can do our best to solve the problem. Please call us on **0845 603 3580**.

Or, write to **Mike Quinton**, Managing Director, at:

Churchill Insurance Company Limited
Churchill Court
Westmoreland Road
Bromley
Kent
BR1 1DP

If we cannot sort out the differences between you and us, you can take the matter to the Financial Ombudsman Service (FOS). It is an independent organisation that operates according to the rules made by the Financial Services Authority.

Their address is:

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

Phone: **0845 080 1800**

You can visit the FOS website at **www.fos.org.uk**.

The FOS will contact us for you. The FOS will tell you its decision directly. Being referred to the FOS will not affect your legal rights.

Details about our regulator

Churchill Insurance Company Limited are authorised and regulated by the Financial Services Authority. You can visit the Financial Services Authority website, which includes a register of all regulated firms, at **www.fsa.gov.uk/register**. Or, you can contact them on **0845 606 1234**.

Under the Financial Services and Markets Act 2000, should the company be unable to meet all its liabilities to policyholders, compensation may be available. Insurance advising and arranging is covered for 100 % of the first £2,000 and 90 % of the remainder of the claim, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100 % of the claim, without any upper limit. Information can be obtained on request, or by visiting the Financial Services Compensation Scheme website at **www.fscs.org.uk**.

Statement of demands and needs

We have not given you a personal recommendation as to whether this policy is suitable for your needs. This product meets the demands and needs of those who want to make sure that their motor vehicle is covered.

your consumer credit agreement

Your right to cancel your Consumer Credit Agreement

If you have chosen to pay by instalments, you may cancel the Consumer Credit Agreement within 14 days of receiving it. If you would like to cancel the Consumer Credit Agreement, please call us on **0845 603 3550** or write to us at the address shown on your documents. We will refund, in full, any premium you have paid as long as you have not made a claim. If a claim has been made, we will take any remaining and unpaid premium from the settlement amount.

If you do not cancel the Consumer Credit Agreement, you must continue to pay the instalments for your policy otherwise we will cancel your cover and end the Consumer Credit Agreement.

If you cancel your Consumer Credit Agreement within 14 days, you can continue cover under your policy as long as you pay the full premium. Otherwise, we will also cancel cover under your policy.

Other important information about your Consumer Credit Agreement

If you have a complaint about your Consumer Credit Agreement, you should refer to the 'How to complain' section on page 24.

You may end your Consumer Credit Agreement at any time. However, if you want cover to continue under the policy, you must pay the outstanding balance in full.

If you decide to cancel cover under your policy, all cover will end from the due date. You must return the Certificate of Motor Insurance immediately.

We may end your Consumer Credit Agreement if you fail to pay any instalment by the due date. For full details, please see your Consumer Credit Agreement.

It is possible that other taxes or costs, not paid through us, may apply to your Consumer Credit Agreement.

English law will apply to your Consumer Credit Agreement and any dispute will be dealt with by the English courts. We have supplied your Consumer Credit Agreement and other information in English and we will continue to communicate with you in English.

how to contact us

Customer Care Line

0845 603 3550

Mon - Fri 8am - 9pm; w/ends 9am - 5pm

Claims Hotline

0845 603 3599

24 hours, 7 days a week

Glass repair & replacement

0845 606 1111

24 hours, 7 days a week

Legal advice

0845 246 2408

24 hours, 7 days a week

or e-mail us at:

car.customer.service@churchill.com



INVESTOR IN PEOPLE



Churchill Insurance Company Limited, Churchill Court, Westmoreland Road, Bromley, Kent BR1 1DP

Churchill Insurance Company Limited is authorised and regulated by the Financial Services Authority. Conditions apply. Calls may be recorded.