

Car Insurance

Policy Booklet - Version 1

Insure

your

motoring

runs smoothly



ECCLESIASTICAL
INSURANCE YOU CAN BELIEVE IN

Honesty, integrity and a heritage you'll value

Ecclesiastical is different from many other financial services organisations. And it's a difference you are sure to appreciate.

Individuals and organisations from across the community value us for our fairness, openness and commitment to provide the highest standards of service in everything we do.

So for insurance you can believe in...

...choose Ecclesiastical.

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Please study this policy carefully to ensure that it meets your needs

Essential information and telephone numbers

Note: calls may be monitored or recorded.

To help you, we have provided you with a special Emergency Pack which you should read straightaway and then keep in the glove compartment of the car. This provides comprehensive information on what to do in the event of an emergency or claim situation. If you would like an additional copy of the Emergency Pack, please ask us and we will be happy to supply one.

The important telephone numbers are repeated below.

Immediately after an accident (at the scene if possible):

Telephone the Ecclesiastical Motoring
Helpline, 24 hours a day, 7 days a week

0800 24 68 17

*If the accident occurs in Europe call our Claims
Department on 00 44 1452 528533*

After a fire or theft

Telephone the Ecclesiastical Motoring
Helpline, 24 hours a day, 7 days a week

0800 24 68 17

At the scene of a breakdown (providing the RAC option is included)

Telephone RAC free, 24 hours a day,
7 days a week

0800 24 68 17

Immediately after glass or windscreen breakage

Call Autoglass free, 24 hours a day,
7 days a week

0800 36 36 36

*The Emergency Pack provides Autoglass's
telephone numbers in Europe*

If you require medical help when travelling in the insured vehicle

Call Europ Assistance

01444 442 800

in the UK

0044 1444 442 800

in Europe

For legal advice on any personal legal problem

Call the DAS Legal Helpline, 24 hours a day,
7 days a week

0117 934 2104

For any queries regarding your policy, or if you wish to make a change to the cover provided

Call Ecclesiastical, Monday to Friday,
8.30 am to 5.30 pm

01452 384 848

For queries regarding the progress of a claim under your policy

Call Ecclesiastical's Claims Department,
Monday to Friday, 9 am to 5 pm

01452 528 533

If out of hours a message may be left

Car insurance policy

You have made a proposal and declaration to Ecclesiastical Insurance Office plc (the Company) and paid or agreed to pay the premium.

We will insure you against legal liability, loss or damage which may occur during any period of insurance for which we have accepted your premium subject to the terms, conditions and endorsements of this policy.

On behalf of the Company

A handwritten signature in green ink that reads "Graham Doswell". The signature is written in a cursive style with a large initial 'G'.

Managing Director

Interpretations and definitions

INTERPRETATIONS

Policy

The *Certificate of motor insurance*, the *schedule* and any *endorsements* are part of this policy.

Law applicable to the policy

This policy will be governed by English law unless *you* live in Scotland in which case the law of Scotland will apply. If there is any dispute as to which law applies, it will be English Law.

DEFINITIONS

Each time the following words or phrases are used in this policy they will have the specific meaning shown below. To assist you these words are printed in ***bold italic*** type in the policy booklet.

Policyholder, you, your

The person named in the *certificate of motor insurance*.

Company, we, us, our

Ecclesiastical Insurance Office plc.

Schedule

The document issued by *us* which shows details of the *policyholder*, the insurance cover provided and the *period of insurance*.

Period of Insurance

The period of time covered by this policy as shown in the *certificate of motor insurance* and any further period for which *we* accept *your* premium.

Certificate of motor insurance

The certificate issued by *us* which provides evidence that *you* have the minimum compulsory motor insurance required by law. It shows who can drive the *insured vehicle* and the purposes for which it can be used.

Insured vehicle

The vehicle shown in the *certificate of motor insurance* or any vehicle notified to and accepted by *us* for the purpose of this insurance.

Endorsement

Evidence of changes in the terms and conditions of the policy. **Endorsements** are shown on **your schedule** or they will be notified to **you** as changes are made to the policy.

Accessories

Any items supplied by the manufacturer either as standard or as an optional extra and any items permanently fitted or attached to the **insured vehicle**. This includes radio cassette or compact disc players and communications equipment.

Excess/Excesses

The amount **you** pay towards the agreed cost of any claim under **your** policy.

General conditions applying to all sections of the policy

(1) Observance of policy terms

We will only provide the insurance described in this policy if any person claiming protection has complied with all its terms, conditions and **endorsements** so far as they can apply.

(2) Care of the insured vehicle

You must take all reasonable precautions to protect the **insured vehicle** and any **accessories** from loss or damage.

(3) Maintenance of the insured vehicle

You must take all reasonable steps to maintain the **insured vehicle** in an efficient and roadworthy condition.

(4) Right of inspection

You must grant **us** free access at all reasonable times to examine the **insured vehicle** whether or not a claim has been submitted.

(5) Claims - your duties

On the happening of any event which may give rise to a claim, **you** must:

- (a) notify **us** in writing as soon as possible and supply **us** with any details and particulars for which **we** may reasonably ask and give all such information and assistance as **we** may reasonably require;

Conditions continued overleaf

- (b) send to **us** immediately on receipt any communication relating to a claim;
- (c) tell **us** immediately if **you** know of any impending prosecution, Coroner's Inquest or Fatal Accident Inquiry involving any person insured by this policy.

No admission, refusal or negotiation of any claim must be entered into without **our** written consent.

Note: this condition does not apply to Section 9 - see Condition (1) on page 23 for presentation of legal expenses claims.

(6) Claims - our rights

We will be entitled to:

- (a) take over and conduct in **your** name or in the name of any person insured by this policy, the defence or settlement of any claim;
- (b) take legal action in **your** name or in the name of any person insured by this policy (at **our** expense and for **our** own benefit) to recover any payment **we** have made under this policy.

Note: this condition does not apply to personal accident benefits payable under Section 3, Section 9 or Section 10.

(7) Other insurance

If, at the time of any incident which results in a claim under this policy, there is any other insurance covering the same liability, loss or damage, **we** will not pay more than **our** rateable proportion.

Note: this condition does not apply to personal accident benefits payable under Section 3.

(8) Right of recovery

If the law of any country in which this policy operates renders **us** liable to make a payment which **we** would not otherwise have paid, **we** reserve the right to recover this amount from **you** or from the person who incurred liability.

(9) Cancellation

- (a) **Your** right to cancel in the cooling-off period
If after insuring with **us** and receiving the full written policy documentation including the schedule **you** subsequently change **your** mind **you** have 14 days to write to the sender confirming that **you do** not wish to continue, and returning **your certificate of motor insurance**. Provided that **you** do this no charge will be made and any premium **you** have already paid will be refunded.

(b) **Your** right to cancel after the cooling-off period

If **you** do not cancel the policy within the 14-day cooling-off period mentioned above, the policy is in force and **you** are committed to pay the premium. However, **you** can still cancel the policy provided that **you** give Ecclesiastical Insurance notice in writing and return the **certificate of motor insurance**. As long as **you** have not made a claim **you** will receive a refund of the part of **your** premium which covers the cancelled period, calculated from the date of return of the **certificate of motor insurance**. If **you** have made a claim then the full annual premium is due.

(c) **Our** right to cancel

We have the right to cancel the policy by giving **you** 7 days notice by recorded delivery to **your** last known address (and in the case of Northern Ireland to the Ministry of Home Affairs Northern Ireland). If **we** cancel the policy you must return the **certificate of motor insurance** to **us** within 7 days after which **we** will refund the part of **your** premium which covers the cancelled period. Note: under road traffic legislation **you** are legally obliged to return the **certificate of motor insurance** within 7 days of policy cancellation.

(10) Changes to risk

This policy shall become void if there is any alteration after the start of this insurance which increases the risk of loss, damage, accident or liability (unless the alteration has been accepted by **us**).

Note: You must tell us straight away about any changes which may affect the insurance including:

- if you change your vehicle;
- if you change your address;
- if you change the use of your vehicle eg to business use;
- if there is a change in the main driver of the vehicle;
- if the insured vehicle is kept at a different address to the address shown on our records;
- if any modifications have been made to the insured vehicle eg alloy wheels, spoilers, body kit or bull bars.

Please allow seven days to enable us to issue the relevant documentation as we are unable to guarantee next day delivery by post, if you tell us about a change at short notice.

Conditions continued overleaf

Also, every year when the policy is renewed, you must tell us if any of the answers you have given in your application form have changed, including:

- if you or any driver have received a police caution for or have been convicted of any offence (including speeding fines);
- if you or any driver have had any accident or loss involving a vehicle (whether or not a claim is made);
- if you or any driver have changed occupation;
- if you or any driver suffers from any health problems eg diabetes, heart conditions, epilepsy;
- if there is any driver under 25 years of age where we have not already been notified.

If you don't tell us about any change, your policy may not be valid.

General memoranda applying to all sections of the policy

Vehicles in custody of motor traders

Whilst the *insured vehicle* is in the custody or control of a member of the motor trade and used only for the purpose of its overhaul, upkeep or repair, *we* will continue to give *you* the full protection of this policy. For this purpose, *we* disregard any limitations as to driving or usage.

Car sharing

If *you* accept payments as part of a car sharing arrangement for social or other similar purposes in respect of the carriage of passengers on a journey in the *insured vehicle*, these payments will not be regarded as constituting the carriage of passengers for hire or reward or the use of the *insured vehicle* for hiring provided that:

- (a) the *insured vehicle* is not constructed or adapted to carry more than eight passengers including the driver;
- (b) the passengers are not being carried in the course of a business of carrying passengers;
- (c) the total contributions received for the journey concerned do not involve an element of profit.

General exceptions applying to all sections of the policy

This policy does not cover the following.

- (1)** Any liability, injury, loss or damage while any motor vehicle insured by this policy is being:
 - (a) used for any purpose not permitted by the *certificate of motor insurance*;
 - (b) used in a competition, race, rally or trial, or for pacemaking or speed testing;
 - (c) driven by any person not permitted by the *certificate of motor insurance* or a driver who is excluded by *endorsement*;
 - (d) driven by any person who to *your* knowledge, is disqualified from driving, or has not held a driving licence or is prevented by law from holding or obtaining one.
- (2)** Any liability accepted by agreement unless that liability would have existed otherwise.
- (3)** Any person who fails to fulfil the policy terms and conditions.
- (4)** Any expense, consequential loss, legal liability or any loss or damage to property 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;
 - (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- (5)** Any consequences of war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
- (6)** Any accident, injury, loss or damage (except under Section 2) arising during, or in consequence of:
 - (a) earthquake occurring elsewhere than in any member country of the European Union or the Isle of Man or the Channel Islands; or
 - (b) riot or civil commotion outside Great Britain, the Isle of Man or the Channel Islands.

Exceptions continued overleaf

- (7) Liability for death of or bodily injury to any person or damage to property directly or indirectly caused by pollution or contamination unless the pollution or contamination is directly caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the **period of insurance**.

All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

These exceptions shall not apply in circumstances where it is necessary to meet the requirements of any compulsory motor insurance legislation operative within the geographical limits of this policy.

Section 1 - Loss or damage

The schedule will show if this section applies

Important note : Where the basis of cover is Third Party, Fire and Theft, (1) and (3) below do not apply

WHAT IS COVERED

1. Accidental damage

We will insure **you** for loss of or damage to the **insured vehicle** including its **accessories** and spare parts by any cause not specified in sub section (2) or (3) or excluded under “WHAT IS NOT COVERED”.

2. Fire and theft

We will insure **you** for loss of or damage to the **insured vehicle** including its **accessories** and spare parts by fire, lightning, explosion, theft or attempted theft.

3. Windscreen and glass breakage

We will insure **you** for breakage of glass in the windscreen or windows of the **insured vehicle**

WHAT IS NOT COVERED

This policy does not insure the following.

- (a) Loss of use, depreciation, wear and tear.
- (b) Mechanical, electrical, electronic, computer failure or breakdown or breakages.
- (c) Damage to tyres by application of brakes or by punctures, cuts or bursts.
- (d) Damage caused directly by pressure waves from aircraft or other aerial devices travelling at sonic or supersonic speeds.
- (e) Loss of or damage to contents other than **accessories**.

WHAT IS COVERED

and for any scratching of bodywork resulting solely and directly from such breakage.

A claim arising under windscreen and glass breakage will be deemed not to be a claim under the policy for the purpose of the No Claim Discount section.

WHAT IS NOT COVERED

- (f) The amount of any **excess** as shown in the policy, the **schedule** or by **endorsement**.
- (g) Any reduction in the market value of the **insured vehicle** following its repair.
- (h) Consequential loss of any kind.
- (i) Loss or damage arising from theft or attempted theft whilst the ignition keys of the **insured vehicle** have been left in or on such vehicle.

Extensions applicable to Section 1 - Loss or damage

Protection and removal of vehicle after an accident and repairs

If the **insured vehicle** is disabled by reason of loss or damage insured under this policy, **we** will pay the reasonable cost of the following.

- (a) Protection and removal to the nearest repairers.
- (b) Delivery to **you** after repairs have been completed to **your** normal address in the United Kingdom.

Cover for temporary replacement vehicle - comprehensive policies only

Where cover (1) Accidental damage is operative, in the event of a motor car being provided by an RAC approved supplier or RAC approved repairer following a road traffic accident, vandalism or theft for which cover is provided by this policy, Section 1 - Loss or damage shall apply to that vehicle.

Loss or theft of keys

In the event of the keys or lock transmitter to the **insured vehicle** being lost or stolen **we** will pay for the cost of replacing:

- (a) the door locks and/or boot locks;
- (b) the ignition/steering locks;
- (c) the lock transmitter and central locking interface.

Loss or theft of keys continued overleaf

Providing any person in receipt of such keys or transmitter can reasonably be expected to know the identity and whereabouts of the **insured vehicle** and there are reasonable grounds to consider that the risk of theft of the vehicle is increased.

Excesses applicable to section 1 (1) Accidental damage

The schedule will show the **excesses** that apply under this section including the **excesses** for young or inexperienced drivers.

Excesses for young or inexperienced drivers apply where the **insured vehicle** is damaged whilst being driven by or in the charge of a young or inexperienced person as defined in the schedule.

Excess applicable to Section 1 (3) Windscreen and glass breakage

The schedule will show the **excess** that applies under this section.

We will waive any **excess** which would otherwise apply in respect of **damage** to glass in the front windscreen if such **damage** is repaired to the approved standard by an authorised repairer other than by complete replacement of the glass in the windscreen.

Settlement of claims

We will at **our** option pay for the repair or replacement of the **insured vehicle** or pay an amount in cash equivalent to the value of any loss of or damage to the **insured vehicle, accessories** or spare parts.

The maximum amount payable will be the market value immediately prior to such loss or damage not exceeding the **Policyholder's** estimated value as last advised to **us**.

If any **accessories** or parts of the **insured vehicle** are obsolete or cannot be obtained **we** will pay the value of the **accessories** or parts at the time of the loss or damage but not exceeding the manufacturer's list or last quoted price of the **accessories** or parts.

We will not be liable for that part of the cost of any repair or replacement which improves the **insured vehicle** beyond it's condition prior to the loss or damage occurring.

New car replacement

We will replace the *insured vehicle* with a new vehicle of the same make and model subject to availability in the United Kingdom if within one year of the date of registration as new the *insured vehicle* is:

- (a) lost by theft and not recovered within twenty-eight days of the loss being reported to **us**; or
- (b) damaged to an extent that repairs would exceed 50% of its list price (including taxes) at the time of the damage.

The lost or damaged vehicle will then become **our** property.

Hire purchase and leasing agreements

If the *insured vehicle* is the subject of a hire purchase agreement or leasing agreement, payment for the total loss or destruction of the *insured vehicle* will normally be made to the legal owner.

Section 2 - Liability to others

The schedule will show if this section applies

WHAT IS COVERED

1. Indemnity to the Policyholder

We will insure **you** for all sums which **you** may be held legally liable to pay for death of or bodily injury to any person or (subject to the Third party property limit) for damage to property arising out of the use of or caused by the following.

- (a) The *insured vehicle* or an attached trailer.
- (b) Any other motor car or motor cycle, or an attached trailer which **you** are driving provided this is permitted by the *certificate of motor insurance*.

WHAT IS NOT COVERED

This policy does not insure the following.

- (a) Liability for death or bodily injury sustained by a person in the employment of anyone indemnified by this policy arising out of such person's employment.
- (b) Liability for loss of or damage to any vehicle in connection with which indemnity is provided under this section.
- (c) Liability for loss of or damage to property belonging to or in the

Continued overleaf

WHAT IS COVERED

2. Indemnity to other persons

In the same way as **you** are insured **we** will insure the following.

- (a) Any person **you** allow to drive or use the **insured vehicle** provided this is permitted by the **certificate of motor insurance** and subject to any **endorsement** to this policy.
- (b) Any passenger travelling in or getting into or out of the **insured vehicle**.
- (c) **Your** employer or business partner provided that the vehicle is not the property of or hired or leased to either **your** employer or business partner.

3. Legal personal representatives

In the event of the death of anyone insured under this section **we** will protect that person's estate against liability insured under this section and incurred by the deceased person.

4. Legal costs and expenses

In respect of any event which might involve legal liability under this section **we** will pay (a) to (c) below but not if the person represented pleads guilty or defends any charge against the advice of the legal representative.

- (a) Solicitors' fees for representation at any Coroner's Inquest or Fatal Accident Inquiry or Court of Summary Jurisdiction.
- (b) Costs of legal services for defence in the event of proceedings being taken for manslaughter or causing death by reckless or dangerous driving.

WHAT IS NOT COVERED

custody of any person claiming indemnity under this section.

- (d) Liability incurred by any person entitled to indemnity under any other policy.
- (e) Liability for death or bodily injury or for loss of or damage to property arising out of any act of terrorism.

This policy also excludes liability for death or bodily injury or for loss of or damage to property directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

For the purposes of this exclusion terrorism shall mean 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 organisations or governments committed for political, religious, ideological, ethnic or similar purposes or reasons including the intention to influence any government or to put the public or any section of the public in fear.

If **we** allege that by reason of this exclusion any liability for death or bodily injury or for loss of or damage to property is not

WHAT IS COVERED

(c) All other costs and expenses incurred with **our** written consent.

5. Emergency treatment

We will indemnify any person using any vehicle in connection with which indemnity is provided under this section against liability under the Road Traffic Acts to pay for emergency treatment fees.

A payment made by reason of this provision will be deemed not to be a claim under the policy for the purpose of the No Claim Discount section.

WHAT IS NOT COVERED

covered by this policy (or is covered only up to a specified limit of liability) the burden of proving the contrary shall be upon **you**.

These exceptions shall not apply in circumstances where it is necessary to meet the requirements of any compulsory motor insurance legislation.

Third Party Property Limit

In respect only of liability arising from damage to property the indemnity we provide (irrespective of the number of parties insured under this section of the policy) shall not exceed £20,000,000 in respect of any one incident or number of incidents arising from one cause or occurrence, excluding legal costs and professional fees and expenses. The indemnity we provide in respect of legal costs and professional fees and expenses shall not exceed £5,000,000 in respect of any one accident or number of accidents arising from one cause or occurrence.

Section 3 - Personal accident benefits

The schedule will show if this section applies

WHAT IS COVERED

We will pay the benefit shown in the schedule if:

(a) **you** or **your** spouse/partner, in direct connection with the **insured vehicle**, or while getting into or out of or travelling in any other motor car; or

WHAT IS NOT COVERED

Payment shall not be made:

(a) under more than one motor policy **you**, **your** spouse/partner or any member of **your** family permanently residing with **you** may hold with **us**;

Continued overleaf

WHAT IS COVERED

(b) any member of **your** family permanently residing with **you** while getting into or out of or travelling in the **insured vehicle**

are accidentally injured which independently of any other cause and within three months of the accident results in

- (1) death, or
- (2) total and irrecoverable loss of sight in one or both eyes, or
- (3) loss of one or more limbs by severance at or above the wrist or ankle.

Payment will be made direct to the injured person or to his/her legal personal representatives.

WHAT IS NOT COVERED

(b) to any person who at the time of injury is under 16 or over 70 years of age;

(c) if the **Policyholder** is a company or firm;

(d) in respect of death or injury consequent upon suicide or any attempted suicide or any intentional self-injury.

Section 4 - Medical expenses

The schedule will show if this section applies

WHAT IS COVERED

We will pay up to the limit shown in the **schedule** for any medical expenses incurred if **you** or **your** passengers are injured in an accident involving the **insured vehicle**.

WHAT IS NOT COVERED

Section 5 - Personal effects

The schedule will show if this section applies

WHAT IS COVERED

We will pay up to the limit shown in the *schedule* for personal effects whilst in or on the *insured vehicle* if they are lost or damaged because of accident, fire, theft or attempted theft.

WHAT IS NOT COVERED

This policy does not insure the following.

- (a) Money, stamps, tickets, documents or securities.
- (b) Goods, samples or tools carried in connection with any trade or business.
- (c) Theft of any property carried in an open or convertible car unless such property is in a locked boot.
- (d) Personal effects while in or on the *insured vehicle* if the *insured vehicle* is a mobile caravan or trailer.
- (e) Property insured under any other policy.

Section 6 - Geographical limits and foreign travel

The schedule will show if this section applies

Geographical limits

The insurance provided by this policy applies in respect of events occurring in:

- (a) any member country of the European Union;
- (b) any other country whose arrangements comply with EU directives following approval by the European Commission;

Continued overleaf

(c) any other country in respect of which **we** agree to provide cover following a request by **you** but only for the period advised and a charge may be made; and in the course of travel by any recognised route between or within such countries.

Note: Your certificate of motor insurance lists the countries which comply with (a) or (b).

Note

Please remember to take this policy and your current certificate of motor insurance with you, whilst you are travelling in any member country of the European Union, the Czech Republic, the Republic of Slovakia, Hungary, Norway or Switzerland.

If you are intending to travel in any other country, please telephone us on 01452 384 848 to find out whether we can provide cover at an extra charge.

Please refer to your separate glove-compartment Emergency Pack to find out how to obtain RAC cover in Europe.

Extensions to Sections 6

(1) Customs duty

We will insure **you** against any enforced payment of customs duty on the **insured vehicle** in any country to which this policy applies or any other country for which **we** have agreed to provide cover provided that the liability for such payment arises as a direct result of any loss or damage insured by this policy.

(2) Bail bond

If, as a direct result of an accident in Spain which is or may become the subject of indemnity under this policy, **you** or the person driving the **insured vehicle** with **your** authority at the time of the accident is detained or the **insured vehicle** is impounded by the authorities and a guarantee or monetary deposit is required for their release, **we** will provide such guarantee or deposit not exceeding £1,000 in all.

Immediately the guarantee is released or the deposit becomes recoverable, **you** or the driver must comply with all the necessary formalities and give **us** all such information and assistance as **we** may require to obtain the cancellation of the guarantee or the return of the deposit.

If the guarantee or deposit is completely or in part forfeited, or taken for the payment of fines or costs in or as a result of any penal proceedings against **you** or the person driving, **you** must repay such amount to **us** immediately.

Section 7 - No claim discount

The schedule will show if this section applies

No claim discount

If no claim has been made or arises under this policy during the **periods of insurance** shown below, **your** next renewal premium will be reduced by the discount shown in the following scale.

Period of Insurance	Reduction
the previous year	30%
the previous 2 consecutive years	40%
the previous 3 consecutive years	50%
the previous 4 consecutive years	60%
the previous 5 or more consecutive years	65%

In the event of a claim or claims being made or arising in any **period of insurance**, any no claim discount **you** have earned will be reduced at **your** next renewal as follows.

Discount earned at last renewal	Discount at next renewal		
	One Claim	Two Claims	Three or more Claims
30%	Nil	Nil	Nil
40%	Nil	Nil	Nil
50%	30%	Nil	Nil
60%	40%	Nil	Nil
65%	50%	30%	Nil

Protected no claim discount

Provided **you** are entitled to a 65% no claim discount and pay the appropriate additional premium for the benefit of a protected no claim discount, **we** will not reduce **your** 65% no claim discount unless more than two claims arise in five consecutive years.

Important notes

- Your** no claim discount cannot be transferred to any other person.
- This is a no claim discount and not a 'no blame discount'. If a loss occurs which is not **your** fault and **we** have to make a payment, **your** no claim discount will be affected unless **we** can recover the amount **we** have paid from the third party, or the protected no claim discount as detailed above applies.

Section 8 - Suspension of cover

The schedule will show if this section applies

If the **insured vehicle** is to be out of use (for any reason other than for loss or damage which is insured by this policy) for at least 28 consecutive days **you** may suspend this policy, providing the vehicle is kept in a locked garage and **we** will still insure **you** against loss or damage to the **insured vehicle** by fire, lightning, explosion, theft or attempted theft. For the period when reduced cover applies the premium charge will be 30% of the normal premium.

You must return the **certificate of motor insurance** to **us** and the period of suspension will start from the date this is received.

Section 9 - Legal expenses

The schedule will show if this section applies

To ensure an expert service the cover under this section has been arranged by us in conjunction with DAS Legal Expenses Insurance Company Limited (DAS). DAS manage all claims matters and correspondence on our behalf. Their address for correspondence is:

DAS Legal Expenses Insurance Company Limited
DAS House, Quay Side, Temple Back, Bristol BS1 6NH

DEFINITIONS SPECIFIC TO THIS SECTION OF THE POLICY

Company, we, us

Ecclesiastical Insurance Office plc.

DAS

DAS Legal Expenses Insurance Company Limited

Insured, you, your

You and any passenger or driver who is in or on the **insured vehicle** with **your** permission.

Lawyer

The lawyer or other suitably qualified person appointed under Condition 2 of this section to act for **you**.

Legal expenses

All reasonable and necessary costs charged by the **lawyer** up to the standard rates as set by the courts. Also the costs incurred by opponents in civil cases if **you** have to pay them or pay them with the agreement of **DAS**.

Territorial limits

The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia, Herzegovina, Bulgaria, Croatia, the Czech Republic, Gibraltar, Hungary, Iceland, Liechtenstein, Macedonia, Malta, Monaco, Montenegro, Norway, Poland, Romania, San Marino, Serbia, Slovakia, Slovenia, Switzerland and Turkey (West of the Bosphorus).

Date of occurrence

The date of the event which may lead to a claim. If there is more than one event arising at the same time or from the same cause, then the **date of occurrence** is the date of the first of these events.

WHAT IS COVERED

We will negotiate for the following.

(a) Uninsured loss recovery

To recover **your** uninsured losses and costs after an event which:

- (i) causes damage to the **insured vehicle** or to personal property in it;
or
- (ii) injures or kills an **Insured** while he or she is in or on the **insured vehicle**

(b) Motoring prosecution defence

To defend **your** legal rights if an event leads to **you** being prosecuted for an offence to do with using or driving an **insured vehicle**. This does not include parking offences or an

WHAT IS NOT COVERED

(1) **We** will not pay for the following.

- (a) Any claim reported to **DAS** more than 180 days after the date **you** should have known about the incident.
- (b) Any **legal expenses** that are incurred before **DAS** agree to pay them.
- (c) Any claim relating to a contract involving the **insured vehicle**.
- (d) The **insured vehicle** being used by anyone who does not have valid motor insurance.
- (e) Any disagreement with **us** or **DAS** that is not in Condition 4 of this section.

Continued overleaf

WHAT IS COVERED

offence which suggests **you** have been dishonest.

For these insured incidents **we** will help in appealing or defending an appeal as long as the **Insured** tells **DAS** within the time limits allowed, that he or she wants **us** to appeal.

Before **we** pay any legal expenses for appeals, **DAS** must agree that it is always more likely than not that the appeal will be successful.

If a **lawyer** is used, **we** will pay the **legal expenses** for this.

The most **we** will pay for all claims resulting from one or more event arising at the same time or from the same cause, is shown in the schedule.

As long as:

- (a) the **date of occurrence** of the insured incident happens during the **period of insurance** and within the **territorial limits**; and
- (b) any legal proceedings will be dealt with by a court or other body which **DAS** agree to in the **territorial limits**; and
- (c) in civil claims it is always more likely than not **you** will recover damages (or other legal remedy) or make a successful defence.

WHAT IS NOT COVERED

(f) Any legal action **you** take which **DAS** or the **lawyer** have not agreed to or where **you** do anything that hinders **DAS** or the **lawyer**.

(g) Any claim directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as it's true calendar date.

(2) Apart from **us**, the **Insured** is the only person who may enforce all or any part of this section and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to this section in relation to any third party rights or interest.

Conditions applying to Section 9

(1) Presentation of claims

You must:

- (a) take reasonable steps to keep any amount **we** have to pay as low as possible;
- (b) try to prevent anything happening that may cause a claim;
- (c) send everything **DAS** ask for in writing;
- (d) give **DAS** full details of any claim as soon as possible and any information **DAS** need.

(2) Representation

- (a) **DAS** can take over and conduct, in **your** name, any claim or legal proceedings at any time before a **lawyer** is appointed. **DAS** can negotiate any claim on **your** behalf.
- (b) If **DAS** agree to start legal proceedings, or if there is a conflict of interest, **you** can choose a lawyer by sending **DAS** the lawyer's name and address. **DAS** may choose not to accept the choice of lawyer, but only in exceptional circumstances. If there is a disagreement over the choice of **lawyer**, another lawyer can be appointed to decide the matter (see Condition 4 of this section).
- (c) Before **you** choose a lawyer, **DAS** can appoint a **lawyer**.
- (d) A **lawyer** will be appointed by **DAS** and represent **you** according to **DAS's** standard terms of appointment. The **lawyer** must co-operate fully with **DAS** at all times.
- (e) **DAS** will have direct contact with the **lawyer**.
- (f) **You** must co-operate fully with **DAS** and with the **lawyer** and must keep **DAS** up-to-date with the progress of the claim.
- (g) **You** must give the **lawyer** any instructions that **DAS** ask for.

(3) Control of claim

- (a) **You** must tell **DAS** if anyone offers to settle the claim.
- (b) If **you** do not accept a reasonable offer to settle a claim, **DAS** may refuse to pay further **legal expenses**.
- (c) **You** must not negotiate or agree to settle a claim without the approval of **DAS**.
- (d) **DAS** may decide to pay **you** the amount of damages **you** are claiming instead of starting or continuing legal proceedings.

Conditions continued overleaf

- (e) If **DAS** ask, **you** must tell the **lawyer** to have **legal expenses** taxed, assessed or audited.
- (f) **You** must take every step to recover **legal expenses** that **we** have to pay and must pay **us** any **legal expenses** that are recovered.
- (g) If a **lawyer** refuses to continue acting for **you**, or if **you** dismiss a **lawyer**, all cover under this section will end at once, unless **DAS** agree to appoint another **lawyer**.
- (h) If **you** stop a claim without the agreement of **DAS** or do not give suitable instructions to a **lawyer**, all cover under this section will end at once.

(4) Differences

If **DAS** and an **Insured** disagree about the choice of **lawyer**, or about the handling of a claim, **DAS** and the **Insured** can choose another lawyer to decide the matter. **We** must both agree to this in writing. If **DAS** cannot agree with the **Insured** about the choice of the second lawyer, **DAS** will ask the president of a relevant national law society to choose a lawyer. Whoever loses the disagreement will have to pay the costs of settling it.

Section 10 - Medical transfer

The schedule will show if this section applies

DEFINITIONS SPECIFIC TO THIS SECTION OF THE POLICY

We, us, our

Europ Assistance Holdings Limited.

Cover under this Section is underwritten by Europ Assistance Insurance Limited, Sussex House, Perrymount Road, Haywards Heath, West Sussex RH16 1DN

Insured persons, you

The **policyholder**, his/her spouse/partner and any family member permanently residing with the **Policyholder**, when travelling in the **insured vehicle** within the **territorial limits**.

Territorial limits

Great Britain, Northern Ireland, the Isle of Man or the Channel Islands including transit between these areas.

Insured incident

Whilst within the territorial limits your admittance to hospital within the **territorial limits**, but more than 25 miles from home, as an in-patient as the result of sudden, unexpected and serious illness or accident.

WHAT IS COVERED

In the event of an **insured incident**, **we** will provide the following benefits.

(i) Medical transfer

We will arrange and pay for **your** medical transfer to a suitable hospital near **your** home address or to **your** home, within the **territorial limits** when it becomes medically prudent to do so. As necessary **we** will also arrange and pay for medical escort to accompany **you**.

(ii) Emergency accommodation/ Visit by close relative

We will pay up to £250 for either:

- (a) 2 nights Bed and Breakfast accommodation for one member of **your** immediate family to stay nearby; or
- (b) transport and accommodation for a member of **your** immediate family to visit **you** in hospital.

If **you** cannot be transferred to a hospital near **your** home or to **your** home, this benefit will be extended to allow a maximum of 26 fortnightly visits (each visit limited to 2 nights Bed and Breakfast) by a close relative within a period of 12 months from the date of **your** hospitalisation.

Limit - The most **we** will pay per **insured incident** is shown in the schedule

WHAT IS NOT COVERED

We will not pay for the following.

- (a) Claims when **we** have not been contacted at the time the **insured person** is hospitalised or when **we** have not given **our** prior authorisation to the incurring of any costs.
- (b) Any costs which would have been incurred if the **insured incident** had not occurred.

Extension to Section 10 - Overseas medical expenses

DEFINITIONS SPECIFIC TO THIS EXTENSION

European territorial limits

Countries of the European Union, together with any other European country that **we** have specially extended this policy for.

Insured person(s), you

Any occupant of the **insured vehicle** by permission of the **policyholder**, with the exception of a hitch hiker.

Insured incident

A road traffic accident involving the **insured vehicle** within the **European territorial limits**.

WHAT IS COVERED

We will pay the following costs, up to the limit shown in the **schedule** for each **insured person** who sustains bodily injury or suffers illness or dies as a result of an **insured incident**.

- (a) Reasonable medical expenses necessarily incurred for the immediate needs of a medical emergency. Included are doctor's fees, hospital expenses, medical treatment and medical transportation charges for conveyance of an **insured person** to the nearest suitable hospital abroad.
- (b) Burial or cremation of a deceased **insured person** abroad (costs payable up to £1,000) or alternatively transportation costs of returning an **insured person's** body or ashes to home.

WHAT IS NOT COVERED

This section does not cover the following.

- (a) Costs not resulting from an **insured incident**.
- (b) Costs in excess of £500 which have not been authorised by **us** in advance.
- (c) Any pre-existing medical conditions unless aggravated by the **insured incident**.
- (d) Any pre-planned or pre-known medical or dental treatment or diagnostic procedure.
- (e) Treatment for cosmetic purposes unless **our** Senior Medical Officer agrees that such treatment is necessary as the result of an accident covered under this policy.

WHAT IS COVERED

(c) Additional travelling costs incurred in repatriating **you** to home when recommended by **our** Senior Medical Officer. **We** will pay for the cost of a medical escort if considered necessary.

We reserve the right to limit payment to what **our** Senior Medical Officer deems to be usual, reasonable and customary costs.

If **our** Senior Medical Officer advises a date when it is feasible and practical to repatriate **you**, but if **you** choose instead to remain abroad, **our** liability to pay any further costs under this extension to Section 10 after that date will be limited to what **we** would have paid if **your** repatriation had taken place.

WHAT IS NOT COVERED

- (f) Any treatment which is not a surgical or medical procedure with the sole purpose of curing or relieving acute illness or injury, pre-planned or pre-known medical treatment abroad.
- (g) Pregnancy within two months of the estimated delivery date.
- (h) Treatment which, in the opinion of the medical practitioner or dentist treating **you**, can reasonably be delayed until **your** return to the country of departure.
- (i) Any costs incurred outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands after the date when **your** repatriation is both medically feasible and logistically practicable in the opinion of **our** Senior Medical Officer, in excess of those which would be incurred in repatriating **you**.
- (j) Any costs incurred in Great Britain, Northern Ireland or the Isle of Man other than in connection with transportation of **you** or **your** remains to home.
- (k) Any costs where the transportation has not been arranged by **us**.
- (l) Costs which would have been incurred in the course of a journey if the **insured incident** had not occurred.

Continued overleaf

WHAT IS COVERED

WHAT IS NOT COVERED

- (m) Dental treatment other than as a direct result of an ***insured incident***.
- (n) Costs in excess of £1,000,000 in total under this policy in respect of all ***insured persons*** in any one annual ***period of insurance***.
- (o) The first £50 of costs each and every ***insured person***, each and every claim per ***insured incident***.

Complaints procedure

We aim to provide a high standard of service. However, if you have any reason to complain about the advice or service you have received you should contact Ecclesiastical Insurance Group.

You can make your complaint in writing or verbally to the Compliance Officer or Chief Claims Manager at:

Ecclesiastical Insurance Group

Beaufort House, Brunswick Road, Gloucester GL1 1JZ

Tel: 01452 528533

Fax: 01452 423557

E-mail: complaints@eigmail.com

- We will acknowledge all complaints within 5 working days.
- All complaints will be investigated independently at a senior level within Ecclesiastical Insurance.
- We will aim to respond formally to your complaint within 4 weeks, but we shall endeavour to report to you within 10 working days whenever possible.
- If after 4 weeks we have not completed our investigation we will write to you to tell you the progress of the investigation. We will then write to you again within 8 weeks of receiving your complaint with our response, or to inform you of the progress being made.
- If you are not satisfied with our response, or we have not completed our investigation after 8 weeks, we will inform you of your right to take the complaint to: **Financial Ombudsman Service**, South Quay Plaza, 183 Marsh Wall, London E14 9SR.

Financial Services Compensation Scheme

As with all Financial Services Authority (FSA) regulated companies, should a situation arise where Ecclesiastical Insurance were unable to pay claims against it, you may be entitled to compensation from the FSCS. For further information on the scheme you can visit the website at www.fscs.org.uk or write to Financial Services Compensation Scheme, 7th Floor, Lloyds Chambers, Portsoken Street, London E1 8BN. Tel: 020 7892 7300.

The scheme was set up under the terms of the Financial Services and Markets Act 2000. They are an independent, non-profit making organisation and cover deposits, insurance and investments.

FSCS may arrange to transfer your policy to another insurer, provide a new policy or, if these actions are not possible, provide compensation. The maximum level of compensation you can receive from the Scheme for a claim against an insurance firm depends on the type of insurance policy.

Compulsory insurance, such as third party motor insurance, is covered in full. For non-compulsory insurance (such as damage to your own vehicle) the first £2,000 of a claim or policy is protected in full. Above this threshold, 90% of the rest of the claim or value of unused premiums will be met.

The Motor Insurance Database

Your policy details will be added to the Motor Insurance Database (MID), run by the Motor Insurers' Information Centre (MIIC). MID data may be used by the DVLA and DVLNI for the purpose of Electronic Vehicle Licensing and by the Police for the purposes of establishing whether a driver's use of the vehicle is likely to be covered by a motor insurance policy and/or for preventing and detecting crime. If you are involved in an accident (the UK or abroad), other UK insurers, the Motor Insurers' Bureau and MIIC may search the MID to obtain relevant policy information.

Persons 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.miic.org.uk

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Tel: 01452 528533 Fax: 01452 423557

Email: insurance@eigmail.com www.ecclesiastical.co.uk

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