

Your **motor insurance**  
policy booklet



**churchill**<sup>™</sup>

# Contents

<b>Welcome to churchill</b>	<b>1</b>	<b>General exceptions</b>	
<b>Easy index</b>		which apply to Sections A to H	<b>14</b>
Questions that are often asked and where to find the answers	<b>2</b>	<b>General conditions</b>	
<b>Your policy</b>	<b>3</b>	which apply to Sections A to H	<b>15</b>
<b>Definitions</b>	<b>4</b>	<b>Section H</b>	
<b>Section A</b> Liability to other people	<b>6</b>	Churchill Legal Assistance Service	<b>18</b>
<b>Section B</b> Damage to your car	<b>7</b>	<b>Exceptions</b> which apply to Section H	<b>19</b>
<b>Section C</b> Fire and theft	<b>8</b>	<b>Conditions</b> which apply to Section H	<b>19</b>
<b>Section D</b> Windscreen damage	<b>8</b>	<b>Section Ji</b> Replacement vehicle following a claim	<b>21</b>
<b>Exceptions</b> which apply to Sections B, C and D	<b>9</b>	<b>Section Jii</b> Guaranteed Hire Car	<b>21</b>
<b>Conditions</b> which apply to Sections B, C and D	<b>10</b>	<b>Section Jiii</b> Guaranteed Hire Car Plus	<b>23</b>
<b>Section E</b> Personal accident	<b>11</b>	<b>What we do with this information</b>	<b>25</b>
<b>Section F</b> Additional benefits	<b>12</b>	<b>Important information about your policy</b>	<b>27</b>
<b>Section G</b> Territorial limits and foreign use	<b>13</b>	<b>Your consumer credit agreement</b>	<b>29</b>
		<b>Useful phone numbers</b>	<b>back cover</b>

# 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:

- all repair work guaranteed for 5 years, 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

## Easy index

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### Accidents

What do I do if I have an accident or if my car is stolen? phone 0845 603 3599

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### Cancellation

Can I cancel the policy? page 16

---

### Vehicle off the road

Can I suspend the policy? page 16

---

### Changes

What do I do if I change my vehicle? page 16

What other changes do I have to tell you about? page 16

---

### Claims

How do I make a claim? phone 0845 603 3599

---

### Complaints

What do I do if I have a complaint? page 27

---

### Cover

What cover do I have? see your Schedule and page 3

---

### Drivers

Who is allowed to drive my vehicle? see your

Am I covered to drive other vehicles? Certificate of Motor Insurance and your Schedule

---

### Excesses

What will I have to pay? see your Schedule

---

### In-car audio equipment

What is the limit of cover? see your Schedule

---

### Travelling abroad

Am I covered while driving my vehicle abroad? page 13

What am I covered for when I travel abroad? page 13

---

### Churchill Legal Assistance Service

Do I have Legal Assistance cover? see your Schedule

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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–G of this policy booklet apply. Section Ji only applies if it is shown on your Schedule;

**Third Party, Fire and Theft** – only Sections A, C and G of this policy booklet apply. Section Ji only applies if it is shown on your Schedule;

**Third Party Only** – only Sections A and G apply.

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

**If you have purchased Guaranteed Hire Car** – Section Jii of this policy booklet applies. This will replace Section Ji, if it is shown on your Schedule.

**If you have purchased Guaranteed Hire Car Plus** – Section Jiii of this policy booklet applies. This will replace Section Ji, if it is shown on your Schedule.

Any extra cover or conditions that may apply are shown on 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.

**Underwriter/underwritten** The company providing the insurance cover under this policy.

**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.

## Named driver no claims discount

### **Your named drivers will earn their own no claims discounts**

We are one of the few car insurance companies that offer no claims discounts to named drivers.

Named drivers can earn their own discount while they remain claim free on your policy. They will be rewarded with up to 3 years Named Driver No Claims Discount (NDNCD) when they take out a Churchill policy of their own. Other insurers may not recognise NDNCD.

The Named Driver No Claims Discount may be lower than the No Claims Discount (NCD) available to you as the policyholder. Once applied to a policy the NDNCD works the same way as NCD in that if you make a claim the NDNCD will be reduced.

Taking advantage of this deal couldn't be easier. Your named drivers' no claims histories are automatically stored on our system, so when they come to apply for their own policy with us they simply need to give us your details online or on the phone and we can identify them immediately, at which point they will be able to receive up to 3 years Named Driver No Claims Discount on their own policy.

## Only driver discount

### **Get an extra discount when you insure more than one car with Churchill**

If you are the only person insured on your Churchill car insurance policy and you purchase an additional car that will only be driven by you, we will give you an extra discount on the policy for your new vehicle.

Once applied to a policy the extra discount given for your additional car works the same way as NCD in that if you make a claim the discount will be reduced.

## Multi-car discount

### **An exclusive discount on additional cars**

At Churchill, we always put our customers first. Which is why, if you insure additional cars with us, and you can identify the existing policy in your household or the policy on which you are a named driver, we'll give you a special discount for your first year.

## 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.

## 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 or by a Bank Transfer.

### 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.

### See also

**Page 9:**  
Exceptions

**Page 10:**  
Conditions

**Page 14:**  
General exceptions

**Page 15:**  
General conditions

## 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 or by a Bank Transfer.

### 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 unattended 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.

## 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, whilst being towed;
- 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 to readily removable in-car electronic equipment, unless secured in a locked boot or glove compartment; 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**

We may decide to repair your car with parts which have not been made by your car's manufacturer but which are of a similar standard. 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 reasonable fitting costs).

### **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.

## 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 fitted to your car and your car is involved in an accident, damaged by fire or theft, or stolen and not recovered 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

a) 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.

b) 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

In return for any extra premium we may charge, we will extend your policy cover abroad and give you the same level of cover as you have in section G1a for the agreed period. 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 G1 'Policy cover abroad' because of loss or damage covered under the policy, we will pay these costs for you.

**See also**

**Page 14:**

General exceptions

**Page 15:**

General conditions

## General exceptions which apply to Sections A to H

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.

### 9 Recovery of seized vehicles

We will not cover use to secure the release of a motor car, other than your car, which has been seized by, or on behalf of, any government or public authority.

# General conditions which apply to Sections A to H

## 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 (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 H 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.

Please refer to your policy schedule for charges that may apply for cancelling or amending your insurance policy.

## **General conditions** which apply to Sections A to H continued

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 a cancellation fee shown in the Schedule.
- 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 are paying by instalments you must pay the balance of the full annual premium.

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 CLAS – Churchill Legal Assistance Service

This Section only applies if it is shown on the Policy insurance Schedule. The cover provided by this Section is legal expenses insurance.

### Definitions which apply to CLAS

(See also definitions on page 4)

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

**Costs** The professional fees and expenses reasonably and necessarily charged by your solicitor in proportion to the value of your claim and how complicated it is. We will also pay costs which you are ordered to pay by a court or other organisation and any other costs we agree to in writing.

The most we will pay for all costs will be £100,000 for any claim or claims arising from any one incident.

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

**Solicitor** Any suitably qualified person acting for you to pursue a claim under this Section.

**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.

**You, Your** Any person identified in the current certificate of motor insurance as being authorised to drive or use your vehicle. This also includes any passengers.

### 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 and by a person identified in your certificate of motor insurance;
- 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 always more likely than not that you will be successful with your claim for damages.

## Exceptions which apply to Section H

(See also General Exceptions)

### You are not covered for any of the following.

- 1 Costs you have paid or will have to pay before we agree to them.
- 2 Any dispute with us about this Section of the policy other than as shown in Condition 5 (page 20).
- 3 Any costs if you stop or settle a claim, or withdraw instructions from the solicitor without good reason. If this occurs you will then have to refund any costs and expenses we have paid or agreed to pay during your claim.
- 4 Costs related to a claim for an accident whilst you are driving under the influence of alcohol or drugs.
- 5 Any fines, penalties, compensation or damages which you are ordered to pay by a court or other organisation.

## Conditions which apply to Section H

(See also General conditions)

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 do the following:

- 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 solicitor ask for (you will pay any costs involved in providing this information);
- Fully co-operate with the solicitor and us, and not do anything which might damage your claim. If we ask, you must tell the solicitor 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 solicitor 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 if you do get them back, pass them to us; and
- Get our agreement before you negotiate or settle a claim.

### 2 Appointing a Solicitor

- 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.
- You have the right to appoint a solicitor of your choice to safeguard your interests from the time you have the right to make a claim under this policy. This includes the right to appoint the solicitor of your choice to serve your interest in

## Conditions which apply to Section H continued

any inquiry or proceedings or if a conflict of interests arises. However, upon presentation of a claim, we may appoint a solicitor to safeguard your immediate interests if we consider it necessary.

- We or you will appoint the solicitor to act for you according to our standard terms of appointment; (you can ask us for a copy).
- You must not enter into any agreement relating to charges with the solicitor without getting our permission first.
- If a solicitor refuses to continue acting for you with good reason, or if you dismiss them without good reason, your cover will end immediately unless we agree to appoint another solicitor.

### 3 You must tell your solicitor to do the following:

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

### 4 We can do the following:

- Contact the solicitor 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, (where an independent person, known as an arbitrator, makes a decision to settle the dispute). 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 27 for details of our complaints procedure.)

**General Conditions 2, 3 and 5 on page 15 do not apply to CLAS.**

## Section Ji Replacement Vehicle Following a Claim

This section only applies if it is shown on your motor insurance Schedule.

If you make a claim under Section B or Section C of your Policy and your vehicle is repaired by an approved repairer, they will give you a vehicle whilst your vehicle is being repaired. The replacement vehicle is intended to keep you mobile whilst the repairs are carried out and is not meant to be equivalent 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 to 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 replacement vehicle supplied to you cannot be used in any other European country other than the United Kingdom.

The cover provided for a replacement vehicle is subject to the terms, conditions and exceptions described in your Policy 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 £250 of any claim under Section B and £75 under Section D.

## Section Jii Guaranteed Hire Car

This section only applies if it is shown on your motor insurance Schedule.

### Definitions that apply to Guaranteed Hire Car

**Hire Vehicle** – A small hatchback or similar, registered as a private light goods vehicle that is supplied to you by the hire car company.

**Hire Car Company** – The company that we instruct to give you the hire vehicle.

**Hire Period** – The period we will pay for the hire vehicle, up to 14 days in a row, for any one incident.

### What is covered

If your vehicle is damaged as a result of an accident, fire or theft, or if it is stolen and not recovered, we will arrange for the hire car company to provide you with a hire vehicle, as long as the loss takes place on the UK mainland and we are dealing with your claim under Sections B or C of your policy. You may be charged a refundable deposit, when you take delivery of the hire vehicle. The deposit will be refunded on return of the hire vehicle to the hire car company, subject to the hire car company's terms and conditions.

The hire vehicle should keep you mobile. It may not be a similar size, type, value or status to your vehicle.

## The most we will pay

If we are unable to find you a hire vehicle, or your vehicle has been professionally adapted or converted to carry a disabled driver or passenger, and a suitable hire vehicle is not available, instead of providing you with a hire vehicle we will pay your travel costs (up to £15 a day over the 14 days following your claim) whilst you carry out your normal daily routines.

## What is not covered

We will not provide you with a hire car if you are only claiming for windscreen or glass damage.

We will not pay for your hire vehicle for longer than the shortest of the following periods:

- the hire period;
- more than three days after payment has been issued to settle your claim; or
- if more than one payment is to be made to settle your claim, up to three days after the first payment has been made.

## Conditions that apply to this Section

1. You may only use the hire vehicle whilst your vehicle remains off the road or whilst your vehicle is with a motor vehicle repairer as a result of an accident, fire or theft covered by this Section Jii.
2. When you are driving the hire vehicle during the hire period, it is insured under your policy. This means that any claim for injury, loss or damage which takes place will be made under your policy, as long as the driver, or the person last in charge of your car, is

permitted to drive under your policy in accordance with your Certificate of Motor Insurance. Any payments we have to make under your policy for loss or damage to the hire vehicle will be made to the hire car company. You will also have to pay any excess that applies as if the claim was made for your own vehicle.

3. You may only use the hire vehicle on the UK mainland, unless the hire car company gives you permission and appropriate insurance cover.
4. The terms and conditions of the hire car company apply as well as ours. You will be given a copy of the hire car company's terms and conditions when you receive the hire vehicle. If there is any difference between our terms and conditions and the terms and conditions of the hire car company, our terms and conditions will apply.
5. All requests for the reimbursement of travel costs will need to be reasonable and substantiated with documentary evidence.

## Section Jiii Guaranteed Hire Car Plus

This section only applies if it is shown on your motor insurance Schedule.

### Definitions that apply to Guaranteed Hire Car Plus

**Hire Vehicle** – A car or van registered as a private light goods vehicle that is supplied to you by the hire car company.

**Hire Car Company** – The company that we instruct to give you the hire vehicle.

**Hire Period** – The period we will pay for the hire vehicle, up to 21 days in a row, for any one incident.

### What is covered

If your vehicle is damaged as a result of an accident, fire or theft, or if it is stolen and not recovered, we will arrange for the hire car company to provide you with a hire vehicle, as long as the loss takes place on the UK mainland and we are dealing with your claim under Sections B or C of your policy. You may be charged a refundable deposit, when you take delivery of the hire vehicle. The deposit will be refunded on return of the hire vehicle to the hire car company, subject to the hire car company's terms and conditions.

The hire vehicle should keep you mobile. Although we hope to provide you with a hire vehicle that is a similar physical size to your vehicle, we do not guarantee that this will occur. Therefore, your hire vehicle may not be the same as your own vehicle in terms of its size, type, value or status.

### The most we will pay

If we are unable to find you a hire vehicle, or you suffer an injury during the accident which prevents you from driving, instead of providing you with a hire vehicle we will pay your travel costs (up to £50 a day and up to a maximum of £500 over the 21 days following your claim), whilst you carry out your normal daily routines.

### What is not covered

We will not provide you with a hire car if you are only claiming for windscreen or glass damage.

We will not pay for your hire vehicle for longer than the shortest of the following periods:

- the hire period;
- more than three days after payment has been issued to settle your claim; or
- if more than one payment is to be made to settle your claim, up to three days after the first payment has been made.

### Conditions that apply to this Section

1. You may only use the hire vehicle whilst your vehicle remains off the road or whilst your vehicle is with a motor vehicle repairer as a result of an accident, fire or theft covered by this Section Jiii.
2. When you are driving the hire vehicle during the hire period, it is insured under your policy. This means that any claim for injury, loss or damage that takes place will be made under your policy, as long as the driver, or the person last in charge of your car, is permitted to drive under your policy in accordance with your

Certificate of Motor Insurance. Any payments we have to make under your policy for loss or damage to the hire vehicle will be made to the hire car company. You will also have to pay any excess that applies as if the claim was made for your own vehicle.

- 3.** If you have Third Party, Fire and Theft cover on your policy (Section C), we will provide Comprehensive cover on the hire vehicle. However, you will have to pay a £250 excess for any claims made on the hire vehicle under Section B and a £75 excess for any claims made on the hire vehicle under Section D.
- 4.** You may only use the hire vehicle on the UK mainland, unless the hire car company gives you permission and appropriate insurance cover.
- 5.** The terms and conditions of the hire car company apply as well as ours. You will be given a copy of the hire car company's terms and conditions when you receive the hire vehicle. If there is any difference between our terms and conditions and the terms and conditions of the hire car company, our terms and conditions will apply.
- 6.** All requests for the reimbursement of travel costs will need to be reasonable and substantiated with documentary evidence.

## Your information

### Who we are

Churchill Motor Insurance is underwritten by Churchill Insurance Company Limited.

You are giving your information to Churchill Insurance Company Limited. Churchill Insurance Company Limited are members of The Royal Bank of Scotland Group. In this Information statement 'we' 'us' and 'our' refers to Churchill Insurance Company Limited unless otherwise stated.

For information about our group of companies please visit [www.rbs.com](http://www.rbs.com) and click on 'About Us', or for similar enquiries please telephone 0131 556 8555 or Textphone 0845 900 5960.

### Your electronic information

If you contact us electronically, we may collect your electronic identifier e.g. Internet Protocol (IP) address or telephone number supplied by your service provider.

### How we use your information and who we share it with

We will use your information to manage your insurance policy, including underwriting and claims handling. This may include disclosing it to other insurers, third party underwriters and reinsurers. We will use information from this insurance policy to confirm and monitor whether the drivers are eligible to receive a 'named driver' no claim discount when they take out their own insurance policy with us.

### Your information includes data about your transactions.

Your information comprises all the details we hold about you and your transactions and includes information obtained from third parties.

We may use and share your information with other members of the Group to help us and them:

- assess financial and insurance risks;
- recover debt;
- prevent and detect crime;
- develop our services, systems and relationships with you;
- understand our customers' requirements;
- develop and test products and services.

We do not disclose your information to anyone outside the Group except:

- Where we have your permission; or
- where we are required or permitted to do so by law; or
- to credit reference and fraud prevention agencies and other companies that provide a service to us or you; or
- where we may transfer rights and obligations under this agreement.

We may transfer your information to other countries on the basis that if we do this we will ensure that anyone to whom we pass it provides an adequate level of protection. However, such information may be accessed by law enforcement agencies and other authorities to prevent and detect crime and comply with legal obligations.

From time to time we may change the way we use your information. Where we believe you may not reasonably expect such a change we shall write to you. If you do not object to the change within 60 days, you consent to that change.

### **Sensitive Information**

Some of the personal information we ask you for may be sensitive personal data, as defined by the Data Protection Act 1998 (such as information about health or criminal convictions). We will not use such sensitive personal data about you or others except for the specific purpose for which you provide it and to provide the services described in your policy documents. We also explain that you must get permission from the other people named on your policy before you share any sensitive information about them with us.

### **Dealing with other people**

It is our policy to deal with your spouse or partner who calls us on your behalf, provided they are named on the policy. If you would like someone else to deal with your policy on your behalf on a regular basis please let us know. In some exceptional cases we may also deal with other people who call on your behalf, with your consent. If at any time you would prefer us to deal only with you, please let us know.

### **Credit Reference Agencies**

To assess your insurance application and the terms on which cover may be offered, we may obtain information about you from credit reference agencies to check your credit status and identity. The agencies will record our enquiries. This will not affect your credit standing.

### **Fraud prevention agencies**

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

Law enforcement agencies may access and use this information.

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

Checking applications for, and managing credit and other facilities and recovering debt;

Checking insurance proposals and claims;

Checking details of job applicants and employees.

We, and other organisations that may access and use information recorded by fraud prevention agencies, may do so from other countries.

We can provide the names and addresses of the agencies we use if you would like a copy of your information held by them. Please contact us at the address below. The agencies may charge a fee.

If you would like a copy of the information we hold about you, please write to: The Data Protection Officer, Regulatory Risk Department, Churchill Court, Westmoreland Road, Bromley BR1 1DP quoting your reference. A fee may be payable.

# Important information about your policy

## Your right to cancel

The below confirms your right to cancel when you buy or renew your policy.

### When you buy your policy:

If you cancel before your policy is due to start, we will return any premium you have paid in full. Please return all your documents after cancelling the policy.

If the policy has started and you cancel within 14 days of it starting or within 14 days of receiving your documents (whichever occurs later), we will return any premium you have paid less a cancellation fee, as long as no claim or loss has arisen in the current period of insurance. Please return all your documents after cancelling the policy.

If you cancel after those 14 days have passed, we will return any unused premium less a cancellation fee, as long as no claim or loss has arisen in the current period of insurance. Please return all your documents after cancelling the policy.

This fee is to offset the administrative costs of providing the policy. Please refer to your Schedule for our current cancellation rates.

### When you renew your policy:

If you cancel before the new period of insurance (renewal) is due to start, we will return any premium you have paid in full. Please return all your documents after cancelling the policy.

If the new period of insurance (renewal) has started and you cancel within 14 days of it starting or within 14 days of receiving your documents (whichever occurs later), we will return any premium you

have paid less a cancellation fee, as long as no claim or loss has arisen in the current period of insurance. Please return all your documents after cancelling the policy.

If you cancel after those 14 days have passed, we will return any unused premium less a cancellation fee, as long as no claim or loss has arisen in the current period of insurance. Please return all your documents after cancelling the policy.

This fee is to offset the administrative costs of providing the policy. Please refer to your Schedule for our current cancellation rates.

## How to claim

To make a claim simply call 0845 603 3599 24 hours, 7 days a week.

## 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 Customer Relations at:

Churchill Insurance Company Limited  
Churchill Court  
Westmoreland Road  
Bromley  
Kent  
BR11DP

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](http://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. Registration number 202727. You can visit the Financial Services Authority website, which includes a register of all regulated firms, at [www.fsa.gov.uk](http://www.fsa.gov.uk). 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 [www.fscs.org.uk](http://www.fscs.org.uk).

### **Statement of needs**

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

### **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 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](http://www.miic.org.uk)

# 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. If when doing so you also request us to cancel your policy, a cancellation fee may apply. Please refer to your Schedule for our current cancellation rates. 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.

If you do not pay the full premium, we will also cancel cover under your policy, and a cancellation fee may apply.

## 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 27. 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](mailto: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. Calls may be recorded.