ANNUAL MOTOR INSURANCE POLICY DOCUMENT



Important numbers

- Claims and Accident Helpline: 0330 100 0469 (24 hours)
- Glass Helpline: 0330 100 3128 (24 hours)
- Policy Changes: 0330 100 0470 (Mon to Thu 0830-1930; Fri 0900-1800; Sat 0900-1700)
- Quotes and Renewals: 0800 197 8966 (Mon to Thu 0830-1930; Fri 0900-1800; Sat 0900-1700)
- Complaints: 0330 100 0470 (Mon to Fri 0900-1730)

landroverinsurance.com

Contents

Introduction	1		
Definitions	2		
How to make a claim			
How to make a complaint	4		
The cover provided	4		
Section 1 – Your liability to others	5		
Section 2 – Loss of, or damage to, your vehicle	6		
Section 3 – Medical expenses	8		
Section 4 – Personal belongings	8		
Section 5 – Personal accident for you, or your spouse or civil partner	8		
Section 6 – Replacement locks	9		
Section 7 – Foreign travel	9		
Section 8 – No claim discount	10		
Section 9 – Emergency accommodation and onward travel	11		
Section 10 – Uninsured drivers	11		
Section 11 – Luggage trailer	11		
General exclusions applying to all parts of this policy	12		
General conditions applying to this policy	13		
How we use your data	15		

Introduction

This is **your** Land Rover Insurance policy. It is made up of several parts which must be read together as they form **your** contract. The policy documentation is evidence of a legally binding contract of insurance between **you** and **your** insurer Allianz Insurance plc.

Please take time to read all parts of this policy to make sure they meet **your** needs, and that **you** understand the cover provided, and the General exclusions and General conditions that apply. If **you** wish to change anything or if there is anything **you** do not understand, or any statement is incorrect, please let Land Rover Insurance know immediately.

The parts of this policy are:

- this introduction; the Definitions; the cover provided; the General exclusions and General conditions, all of which apply to all sections of this policy;
- the **Schedule**, which includes all **Endorsements** applied to this policy while it is in force;
- the Certificate of Motor Insurance; and
- the **Statement of Facts**.

Any word or expression in this policy which has a specific meaning has the same meaning wherever it appears in this policy. These words are highlighted throughout the policy in **bold**.

We will insure **you** in accordance with and subject to the terms of this policy, in consideration of the payment to **us** of the premium for the **Period of Insurance**.

Signed on behalf of Allianz

2-0,

Andrew Long Managing Director - Land Rover Insurance

Land Rover Insurance is provided by Original Insurance Services Ltd and is underwritten by Allianz Insurance plc.

Original Insurance Services Ltd

Registered in England and Wales, Company Number 05686831.

Registered Office: Batchworth House, Church Street, Rickmansworth, Hertfordshire, WD3 1JE Tel: 0330 100 0470. Authorised and regulated by the Financial Conduct Authority (FCA Register Number 487185).

Allianz Insurance plc.

Registered in England, Company Number 84638.

Registered Office: 57 Ladymead, Guildford, Surrey GU1 1DB, United Kingdom.

Allianz Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. **Allianz** Insurance plc is on the Financial Services Register, registration number 121849.

Calls to 080 numbers are free from a UK landline or mobile. Calls to 03 numbers are included as part of inclusive call minutes and discount schemes from all major mobile phone and landline operators or, where this has been exceeded, charged at the standard geographic rate (the same as UK landline numbers starting 01 or 02). Calls may be monitored or recorded for security and training purposes.

Financial Services Compensation Scheme:

If **Allianz** is unable to meet its liabilities **you** may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). Further information about compensation scheme arrangements is available at www.fscs. org.uk, by emailing enquiries@fscs.org.uk or by phoning the FSCS on 0800 678 1100.

Definitions

The terms below have their meaning shown next to them and appear in bold throughout your policy.

Approved repairer

A Land Rover approved motor vehicle repairer authorised by **us** or **our** representative to repair **your vehicle** following a valid claim under Section 1 or Section 2 of this policy.

Certificate of Motor Insurance

The document issued by **us** showing that this policy provides the cover **you** need by law to comply with the relevant United Kingdom and European Traffic laws. It shows who is entitled to drive **your vehicle** and the purposes for which **your vehicle** can be used.

Courtesy car

A car loaned to **you** by the **approved repairer** whilst the insured car is being repaired following a valid claim under Section 1 or Section 2 of this insurance.

Endorsement/Endorsements

Changes to the terms and conditions of **your** policy which will be shown in **your schedule**.

Excess/Excesses

The amount **you** will have to pay if **you** make a claim regardless of who was to blame. The **excess** amounts are shown in this policy but other additional **excesses** may be shown in **your schedule**.

Franchise dealer

A motor vehicle dealership, which is authorised by a vehicle manufacturer to sell its new vehicles, genuine parts and undertake vehicle servicing and warranty repairs.

Hazardous goods

Any goods requiring the display of hazard warning (Hazchem or ADR) panels and/or Trem cards whilst the goods are being carried.

Market value

The cost of replacing **your vehicle** at the time of the loss or damage, taking into account its make, model, specification, age, mileage and condition.

Period of insurance

The period **you** are covered for as shown on **your** Certificate of Motor Insurance and schedule.

Spouse/civil partner

The person **you** are legally married to or have entered a legal Civil Partnership with.

Schedule

A document which includes **your** details and specifies the cover provided by **your** policy and any **endorsements** applying to **your** policy.

Statement of Facts

A record of the information **you** have provided **us** with.

Territorial limits

Great Britain, Northern Ireland, The Channel Islands, The Isle of Man, Andorra, Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, San Marino, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland and the Vatican City. It also includes travelling between these countries by air, rail or sea, including loading and unloading.

Terrorism

Terrorism as defined in the Terrorism Act 2000.

We, us, our, Allianz

Allianz Insurance plc.

You, your, yourself

The policyholder named on the schedule.

Your vehicle

Any vehicle and accessories in, on or attached to it, as described in paragraph 1 of **your** current **Certificate of Motor Insurance** or **your** policy **schedule**.

Prejudicial Claim

Any claim made against **your** policy that has either resulted in **us** making a payment and **we** are not able to recover the full amount of this payment, or a claim that is outstanding and responsibility for the claim has not been decided.

How to make a claim

Call our Claims and Accident Helpline (24 hours) 0330 100 0469

Save this number in your mobile phone for your peace of mind

If you have an accident

Regardless of blame these measures will help protect you and keep the process uncomplicated for you and us:

- 1) Don't drive away. **You** must stop if any other person or animal has been hurt, or if any vehicle or property has been damaged. If **you** have a warning triangle, place it well before the obstruction.
- 2) Get the names, addresses and phone numbers of any drivers or pedestrians involved. It is most important to obtain details of all witnesses; if **you** are not to blame this will help protect **your** no claim discount. Ask drivers for the names of their insurers and their policy or certificate numbers.
- 3) If **you** have a mobile phone with **you** and it is fitted with a camera, try and take photographs to support the positions of the vehicles and the extent of damage.
- 4) Don't admit blame or liability or make an offer of payment. If any of the other people involved do this, please tell **us**.

Make sure you call 0330 100 0469 straight away, either from the scene of the incident or as soon as practically possible.

We ask that **you** call **us** within 2 hours of the incident even if **you** do not plan to make a claim. Delay in notification of an incident invariably increases claims costs and ultimately **your** next premium and may invalidate **your** right to claim. Quote **your** policy number and give all relevant information about the incident.

If your claim is due to theft, attempted theft, malicious damage or vandalism you must also inform the Police and obtain a crime reference number.

We will deal with **your** claim and claims made against **you**, as quickly and fairly as possible. Please read the General conditions and General exclusions in this policy.

Before **we** settle **your** claim **we** will need to validate **your** driving licence and that of any driver involved in the incident giving rise to the claim. **You** will need to provide **us** with DVLA access.

Windscreen and glass claims

If you have a claim for damage to your windscreen/window:

Call our Glass Helpline (24 hours)

0330 100 3128

For details on cover and excesses applicable please refer to Section 2 of the policy.

How to make a complaint

Our aim is to get it right, first time, every time. If we make a mistake we will try to put it right promptly.

We will always confirm to **you** the receipt of **your** complaint within five working days and do **our** best to resolve the problem within four weeks. If **we** cannot **we** will let **you** know when an answer may be expected.

If **we** have not resolved the situation within eight weeks **we** will issue **you** with information about the Financial Ombudsman Service (FOS) which offers a free, independent complaint resolution service.

If you have a complaint please contact our Customer Satisfaction Manager at:

Land Rover Insurance Batchworth House, Church Street, Rickmansworth, Hertfordshire, WD3 1JE

Telephone 0330 100 0470.

Email: complaints@originalinsurance.co.uk

You have the right to refer your complaint to the Financial Ombudsman, free of charge – but you must do so within six months of the date of the final response letter.

If **you** do not refer **your** complaint in time, the Ombudsman will not have **our** permission to consider **your** complaint and so will only be able to do so in very limited circumstances. For example, if the Ombudsman believes that the delay was as a result of exceptional circumstances.

The Financial Ombudsman Service Exchange Tower London E14 9SR

Website: www.financial-ombudsman.org.uk Telephone: 0800 0234567 or 0300 1239123 Email: complaint.info@financial-ombudsman.org.uk

Using our complaints procedure or contacting the Financial Ombudsman Service does not affect your legal rights.

The European Commission has an online dispute resolution service for consumers who have a complaint about a product or service bought online. If **you** choose to submit **your** complaint this way it will be forwarded to the Financial Ombudsman Service.

Visit ec.europa.eu/odr to access the Online Dispute Resolution Service. Please quote **our** e-mail address: complaints@originalinsurance.co.uk

Alternatively, you can contact the Financial Ombudsman Service directly.

Changes to your circumstances

Please call Land Rover Insurance if there are any changes to **your** circumstances which could affect **your** insurance. There are some changes that **you** should tell **us** about before they happen, for example, if **you** intend to change **your vehicle** or if **you** wish to include other drivers.

Please refer to General Condition 11 of this policy.

If your circumstances change and you do not tell us, you may find that you are not covered if you need to make a claim.

Protection and recovery

If **your vehicle** cannot be driven following an incident leading to a valid claim under this policy, **we** will arrange for its protection and transportation to one of the following destinations dependant on which is most convenient for **you** and/ or the driver of **your vehicle** at the time of the incident leading to the claim:

- the nearest **approved repairer**, or nearest place of safety, or
- your home address or the address at which your vehicle is normally kept, or
- the intended immediate destination of your vehicle within the territorial limits of this policy.

We will also pay the cost of storage of your vehicle incurred with our written consent.

The breakdown cover supplied by the manufacturer of **your vehicle** will normally include recovery following an accident. However, if there is no breakdown cover in force with the manufacturer of **your vehicle** this policy will pay any recovery costs incurred following an incident leading to a valid claim under this policy.

If **your vehicle** is damaged beyond economical repair **we** will arrange for it to be stored safely at premises of **our** choosing. **You** should remove **your** personal belongings from **your vehicle** before it is collected from **you**.

In the event of a claim being made under the policy **we** have the right to remove **your vehicle** to an alternative repairer or place of safety at any time in order to keep the cost of the claim to a minimum. **We** will also pay the reasonable cost of re-delivery of **your vehicle** to **your** home address after repairs have been completed following a valid claim under this policy.

The cover provided

Cover under **your** policy is comprehensive and all sections apply unless **your schedule** shows **endorsements** saying otherwise.

The General exclusions and General conditions at the back of this policy apply to all sections.

Section 1 – Your liability to others

What is covered

1a Cover we provide for you

We will pay all the amounts **you** legally have to pay as a result of using **your vehicle** and any trailer, caravan or vehicle being towed by it if **you**:

- cause the accidental death of or bodily injury to any person; or
- cause accidental damage to anyone's property.

In respect of accidental damage to property **we** will not pay any more than £20,000,000. The most **we** will pay in legal costs for any one property damage claim or series of property damage claims arising out of any one event is £5,000,000. Whilst **your vehicle** is carrying any **hazardous goods** the indemnity is limited to £1,000,000 for any one occurrence or series of occurrences.

1b Driving other cars

If your current Certificate of Motor Insurance includes driving other cars, this policy provides the same cover as 1a above when you are driving any other car provided:

- **You** do not own or have not hired the car under a hire purchase or lease hire agreement;
- The car must have valid cover in force under another insurance policy;
- You have the owner's permission to drive the car;
- The car is being driven in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man;
- You are 25 years of age or over;
- You are not a company, firm or more than one person; and
- The car is being used within the limitations of use shown in **your** current **Certificate of Motor Insurance**.

2 Cover we provide for other people

We will cover the following people for legal liabilities to others:

- Anyone you allow to drive or use your vehicle as long as they are entitled to drive by your current Certificate of Motor Insurance and your schedule and are using your vehicle within the limitations of use specified in your Certificate of Motor Insurance;
- Anyone travelling in, getting into or out of your vehicle; and
- The employer of anyone you allow to drive or use your vehicle as long as they are entitled to drive and this use is covered by your current Certificate of Motor Insurance.

3 Your legally appointed representatives

After the death of anyone who is insured under this policy, **we** will protect that person's estate against any liability they had if that liability is insured under this policy.

4 Legal fees and expenses

If there is an accident insured under this policy **we** will, subject to **our** written agreement, arrange and pay for:

- A solicitor or barrister to represent anyone insured under this policy at a coroner's inquest or criminal court;
- Defending anyone insured under this policy if they are charged with manslaughter or causing death by careless, reckless or dangerous driving.

5 Emergency medical treatment

If there is an accident insured by this policy, **we** will pay for emergency medical treatment which is required under any compulsory motor insurance legislation.

What is not covered

Liability for causing the death of or bodily injury to any employee in the course of their employment by anyone insured by this policy unless cover is compulsory under motor insurance legislation within the **territorial limits** of this policy.

Liability for loss of, or damage to, property which belongs to or is held in trust by **you**, or is in **your** care, custody or control.

Liability for loss of, or damage to, property which belongs to, is held in trust by or is in the care custody or control of anyone **you** allow to drive **your vehicle** and who is entitled to drive by **your** current **Certificate of Motor Insurance**.

Liability for loss of, or damage to, a car being driven by **you** under section 1b 'Driving other cars'.

Liability incurred by anyone covered under any other insurance.

Any loss or damage caused while **your vehicle** and/or trailer is on those parts of an airfield, aerodrome, airport or a military base used for aircraft taking off, landing, parking or moving, including the associated service roads, refuelling areas and ground equipment parking areas.

Loss of, or damage to, any trailer, caravan or vehicle being towed by **your vehicle**.

Damage to any bridge, viaduct, weighbridge, road or surface which **your vehicle** is being driven on, or anything under the road surface, caused by vibration or by the weight of **your vehicle** and its load if **your vehicle** and/or trailer exceeds the maximum gross vehicle, plated or train weighted permitted by the relevant law.

Liability arising out of the operation as a tool, of any plant forming part of **your vehicle** or any trailer (other than a lifting device for self loading) except so far as is necessary to meet the requirements of any compulsory motor insurance legislation.

Loss or damage to any vehicle or trailer being towed or any property being carried in or on it.

Liability caused by food poisoning, or anything harmful contained in goods supplied, or any harmful or incorrect treatment given at or from **your vehicle** or trailer.

Section 2 – Loss of, or damage to, your vehicle

What is covered

Damage to your vehicle

We will, at your request, pay for:

- loss of or damage to your vehicle up to the market value of your vehicle;
- the cost of replacing a child's car seat fitted in your vehicle with a new one of the same or similar model;
- the cost of draining your vehicle's fuel tank due to accidental misfuelling and of repairing any damage caused to your vehicle's engine as a consequence of it;
- the cost of protecting and removing **your vehicle** to the nearest **approved repairer** and the cost of delivering **your vehicle** back to **you** after it has been repaired as long as **your** home is in the United Kingdom, Channel Islands or the Isle of Man; and
- the replacement or repair of **your vehicle's** windscreen, and windows.

Replacing your vehicle

We will, at **your** request, replace **your vehicle** with a new one of the same make, model and specification if **your vehicle** is:

- stolen and not recovered within 28 days of **you** reporting the theft to **us**; or
- damaged to the extent that the cost of repair is more than 60% of the price of an identical new car at the time of loss or damage (based on the manufacturer's last United Kingdom list price).

We will only do this if:

- you have owned your vehicle (or it has been hired to you under a hire-purchase agreement or personal contract hire agreement) since it was first registered as new (or if it was pre-registered in the name of the supplying dealer or vehicle manufacturer and at the time of sale to you it had covered less than 100 miles);
- the loss or damage happens before your vehicle is one year old;
- we have your permission or the hire-purchase company's permission to replace your vehicle;
- your vehicle is in current production and available in the United Kingdom, and
- your vehicle has covered less than 10,000 miles.

If **your vehicle** is on lease hire, hire purchase or personal contract hire, **we** may be required to pay the owner for damage to **your vehicle**.

In that event **our** payment will be in full and final settlement of **our** liability under this section

Electric vehicles - Leased batteries

In the event of loss or damage insured under this section, **we** may be required to make **our** payment to the owner of **your vehicle's** battery, or batteries, if the battery is leased or hired.

Salvage

If we are going to settle your claim by replacing your vehicle or by paying you the market value, your vehicle will become our property. If your vehicle has a personalised registration you may retain this subject to DVLA (Driver and Vehicle Licensing Agency) rules and regulations.

Provision of a courtesy car following a claim

If a valid claim is made under this policy, and **your vehicle** is to be repaired by an **approved repairer**, the **approved repairer** will provide **you** with a **courtesy car** (subject to availability) for the duration of the repairs.

What is not covered

Loss of, or damage to, **your vehicle** following theft or attempted theft if it was unoccupied at the time of the loss or damage, unless **your vehicle** was locked and the ignition key or other removable ignition device was not in or on **your vehicle**.

Loss of, or damage to, **your vehicle** resulting from fraud or deception or by using any counterfeit form of payment which a bank or building society will not authorise.

Any amount over £750 for loss of or damage to audio, communication, navigational or in-car entertainment equipment unless it is standard equipment, or a manufacturer fitted optional extra for **your vehicle** when built. Such equipment must be permanently fitted to **your vehicle** and operated exclusively by **your vehicle**'s electrical system.

Windscreen damage excess

If your claim is only for repair or replacement of your vehicle's windscreen, windows or for bodywork scratched as a direct result of a damaged windscreen or window, you will have to pay the first:

- £25 for repair using **our approved repairer**
- f80 for replacement using **our approved** repairer
- £100 for replacement or repair using any other repairer

We encourage the use of repair rather than replacement where possible.

The excess applying to claims for the repair or replacement of sunroofs, glass roofs, panoramic windscreens, lights/reflectors or folding rear windscreen assemblies will be the total of the compulsory excess (see below), any vehicle excess as set out in your policy schedule plus any voluntary excess you have chosen.

Compulsory policy excess

You will have to pay the first £150 of any claim made for accidental damage, fire, theft, attempted theft or malicious damage.

Young and inexperienced driver excess

You will be responsible for paying the following **excess** amounts. These **excesses** are additional to the compulsory policy **excess** (set out above) and any other **excess** which may apply (please refer to **your schedule**).

Category of driver

Driver's Age Additional excess

17 to 20 £300 21 to 24 £200 25 and over £150

In respect of drivers aged 25 and over the additional **excess** only applies to those who hold:

- a provisional UK licence, or
- a full driving licence to drive a private motor car issued in a member country of the European Union but for less than one year.

Wear and tear, depreciation, mechanical, electrical, electronic or computer failures, breakdowns or breakages.

Damage to tyres caused by braking, punctures, cuts or bursts. Damage or destruction due to pressure waves caused by aircraft or other flying objects.

Loss of value following repairs to your vehicle.

What is covered

If **your vehicle** is accepted by the **approved repairer** as being repairable, but it is subsequently deemed by **us** to be beyond economical repair, **we** reserve the right to withdraw the **courtesy car** immediately.

The **courtesy car** can only be provided subject to availability and will be supplied subject to the **approved repairer**'s standard terms and conditions, for use in the United Kingdom only. **Our** aim is to keep **you** mobile rather than the **courtesy car** being a replacement for **your vehicle** in terms of status or performance. The **courtesy car** will normally be a small hatchback of less than 1200cc.

While **you** are in possession of the **courtesy car**, cover for loss of or damage to the car will be provided by this policy in accordance with its terms, **endorsements** and conditions, including **excesses** for which **you** will be responsible. **We** will not make a charge for this cover.

Any accidents or losses while **you** are in possession of the **courtesy car** must be reported to **us** immediately, and may affect **your** no claim discount.

Driving of the **courtesy car** will be limited solely to those persons named on **your Certificate of Motor Insurance**, and the use of the car will be restricted to the use described on that **Certificate of Motor Insurance**.

You are not required to inform **us** when **you** are supplied with a **courtesy car** from the **approved repairer**.

You must return the **courtesy car** to the **approved repairer** when **we** ask **you** to do so.

Courtesy car cover whilst your vehicle is being serviced

If your vehicle is in the possession of a Franchise dealer's vehicle service centre for servicing in accordance with the manufacturer's recommended service schedule or mechanical repair or for rectification of a fault under warranty the service centre may be able to provide you with a courtesy car whilst your vehicle is in their possession.

The provision of a **courtesy car** in the circumstances described above is at the discretion of the **Franchise dealer's** vehicle service centre. If available the **courtesy car** will be supplied subject to their standard terms and conditions, for use in the United Kingdom only.

While **you** are in possession of the **courtesy car**, cover for loss of or damage to the car will be provided by this policy in accordance with its terms, **endorsements** and conditions, including **excesses** for which **you** will be responsible. **We** will not make a charge for this cover.

Any accidents or losses while **you** are in possession of the **courtesy car** must be reported to **us** at **your** first opportunity, and may affect **your** no claim discount.

Driving of the **courtesy car** will be limited solely to those persons named on **your Certificate of Motor Insurance**, and the use of the car will be restricted to the use described on that **Certificate of Motor Insurance**.

You are not required to inform **us** when **you** are supplied with a **courtesy car** from a **Franchise dealer's** vehicle service centre.

What is not covered

Loss of use of your vehicle or other indirect loss.

Loss or damage arising from confiscation, requisition or destruction of **your vehicle** by or under order of any government, Public or Local Authority.

Any damage caused deliberately by **you** or anyone else insured under this policy.

Loss or damage arising while **your vehicle** is being used on the Nurburgring Nordschleife or any race track, racing circuit or prepared course.

Loss of or damage caused directly or indirectly by fire if **your vehicle** or any trailer is equipped for the cooking and/or heating of food and/or drink.

If your vehicle is stolen we will not provide a courtesy car. If it is stolen and then recovered we will provide a courtesy car whilst any damage that has been caused by the theft is being repaired.

There is no cover under this policy for any **courtesy car** supplied to **you** for the purposes of demonstration or tuition.

Any loss or damage as a result of theft of or the unauthorised taking of **your vehicle** by a family member or anyone who lives with **you**, unless **you** report them to the police for taking **your vehicle** without **your** consent.

Data retrieval

The cost of reinstating or replacing data of any type that was held in or stored on any equipment in **your vehicle**.

Our repair promise

If **we** carry out the repair, **we** guarantee to use genuine Land Rover parts. The quality of all repairs carried out by the **approved repairer** is guaranteed for 5 years.

If **you** choose to use an alternative repairer **we** will not pay more than the cost of repairs had the work been undertaken by the **approved repairer**. In these circumstances **we** may at **our** option settle the claim for repairs to **your vehicle** by making a cash payment for the amount quoted by the **approved repairer**.

If the parts required for repairing **your vehicle** are not available in the United Kingdom **our** liability for those parts shall not exceed the manufacturer's last United Kingdom list price or if not listed the price of those parts for the nearest comparable car available in the United Kingdom. **We** will not pay the cost of importing parts that are not available in the United Kingdom.

Section 3 – Medical expenses

Following an accident involving your vehicle we will pay;

- medical, surgical and dental fees up to £500 for each person
- veterinary fees up to £200 for each domestic pet (for a maximum of two pets) if they are injured while travelling in **your vehicle**.

We will also pay you £30 a day for up to 30 days if you have to stay in hospital.

Section 4 – Personal belongings

What is covered	What is not covered
 We will pay, at your request, up to: £250 for personal belongings £200 for wheelchairs, prams, child's push chairs, buggies and carrycots while in or on your vehicle if they are lost or damaged by an accident, fire, theft or attempted theft. 	We will not pay for loss of or damage to: - money including cash, cheque books, credit, debit cheque and loyalty cards; - tickets vouchers documents or securities (financial certificates such as shares and bonds); - jewellery including watches; - mobile phones; or - goods, samples, tools or business equipment which you or any person insured by this policy carry in connection with any trade or business. We will not pay for any loss following theft or attempted theft if your vehicle was unoccupied at the time of the loss, unless: - your vehicle was locked and the ignition key or other removable ignition device was not in or on your vehicle, or - your personal belongings were stolen from the locked boot of your vehicle if your vehicle is a convertible.

Section 5 – Personal accident for you, or your spouse or civil partner

What is covered	What is not covered
If you or your spouse or civil partner are in an accident while travelling in your vehicle or getting into or out of any motor car and this is the only cause of death or bodily injury to you or your spouse or civil partner, we will pay £5,000 per person if you or your spouse or civil partner die, suffer the total and permanent loss of sight in one or both eyes or lose any limbs. We will only pay for one benefit for death or injury to each person for any one injury in any one period of insurance.	Death or loss of sight or limb if this happens more than three months after the accident; Any loss under this section if you are a firm, company or more than one person; Deliberately injuring yourself or your spouse or civil partner , suicide or attempted suicide; Any injury caused by a natural disease or weakness; or Any injury caused by being under the influence of drugs or alcohol to a level which would be a driving offence in the country where the accident happens.

Section 6 – Replacement locks

What is covered	What is not covered
We will cover the cost of changing locks on your vehicle if the keys, transmitter or immobilizer key have been lost or stolen provided you report the loss to the police within 24 hours of discovery. The maximum we will pay for any one claim is £500.	We will not cover the first £150 of any claim under this section.

Section 7 – Foreign travel

This policy provides the minimum cover **you** need by law to use **your vehicle** in the following countries:

Territorial limits - Great Britain, Northern Ireland, The Isle of Man, The Channel Islands, Andorra, Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, San Marino, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland and the Vatican City. It also includes travelling between these countries by air, rail or sea, including loading and unloading.

Where the level of cover in any European Community Member State is less than that provided by the legal requirements of the United Kingdom, the level of cover that applies in the United Kingdom will apply in that Member State.

This policy also provides the comprehensive cover in any country in the **territorial limits** as long as:

- **your vehicle** is otherwise permanently kept in Great Britain, Northern Ireland, the Channel Islands or The Isle of Man
- **your** main permanent address is in Great Britain, Northern Ireland, the Channel Islands or The Isle of Man,
- your visits are only temporary and do not exceed 90 days in any one period of insurance.

For cover outside the **territorial limits** or an extended period **you** must call Land Rover Insurance or contact **Allianz**.

If we agree to extend cover we may charge an additional premium or apply terms or both.

We will pay any customs duty if **your vehicle** is damaged and **we** cannot return it to Great Britain, Northern Ireland, the Channel Islands or the Isle of Man after a claim covered by this policy.

Section 8 – No claim discount

We will give **you** a no claim discount as long as the insurance has been in force for 12 months and that each renewal period is for a further 12 months.

Claims that will not reduce **your** no claim discount:

- Claims we pay solely for a broken windscreen or windows, or for repairing scratched paintwork directly caused by broken glass; and
- Claims made due to an accident with an uninsured driver, provided that you are able to meet the conditions of Section 10 – Uninsured drivers.

If **you** do not make a claim under this policy during the **period of insurance**, **your** no claim discount will continue to increase at each renewal up to a maximum of 9 years.

If you have chosen not to protect your no claim discount and you make a claim, or claims, in the period of insurance, your no claim discount will reduce at your policy renewal as set out in the table below - NCD Years without no claim discount protection.

NCD Years without no claim discount protection

NCD Years at inception	NCD Years at next Allianz Renewal without no claim discount protection Prejudicial Claims since the beginning of the period of insurance			
or last year's Allianz Renewal				
	None	1	2	3 or more
0	1	0	0	0
1	2	0	0	0
2	3	0	0	0
3	4	1	0	0
4	5	2	0	0
5	6	3	1	0
6	7	3	1	0
7	8	3	1	0
8	9	3	1	0
9+	9	3	1	0

If you have chosen to protect your NCD and paid an extra premium for this, we will not reduce your no claim discount when you renew your policy if you have made only one claim in the period of insurance. If you make more than one claim your no claim discount will reduce at renewal as set out in the table below - NCD Years with no claim discount protection.

NCD Years with no claim discount protection

	<u> </u>				
NCD Years at inception	NCD Years at next Allianz Renewal with no claim discount protection Prejudicial Claims since the beginning of the period of insurance				
or last year's Allianz Renewal					
	None	1	2	3	4 or more
0	1	n/a	n/a	n/a	n/a
1	2	n/a	n/a	n/a	n/a
2	3	n/a	n/a	n/a	n/a
3	4	n/a	n/a	n/a	n/a
4	5	4	2	0	0
5	6	5	3	1	0
6	7	6	3	1	0
7	8	7	3	1	0
8	9	8	3	1	0
9+	9	9	3	1	0

You will not be able to protect **your** no claim discount if **you** have earned less than 4 years no claim discount at the beginning of the **period of insurance**.

Section 9 – Emergency accommodation and onward travel

Overnight accommodation

We will pay you and any person travelling in your vehicle up to £100 per person for any overnight accommodation if your vehicle is stolen or damaged as a result of an accident covered under this policy.

Return home or continuation of journey

If an incident occurring within the **territorial limits** and leading to a valid claim under Section 1 or 2 of this policy means that:

- **your** car is undriveable due to damage sustained in the incident; or
- **your** car is stolen and not recovered; or
- owing to the time taken to deal with the incident, it is not possible for **you** or the occupants of **your** car to return home or to reach **your** destination within a reasonable time.

We will pay for public transport costs (not exceeding the cost of the standard rail fare) or the hire of a car to enable the driver and up to seven passengers in **your** car to reach:

- your home; or
- the intended immediate destination of your car within the territorial limits of the policy.

Section 10 – Uninsured drivers

If you make a claim following an accident and the driver of the other vehicle is not insured you will not lose your no claim discount or have to pay any excess as a result of that accident provided;

- **we** establish that the accident is not **your** fault and
- you are able to provide details of the other vehicle's make, model and registration number and the name and address of the person driving the other vehicle.

You may have to pay **your excess** when **you** first claim and **you** may also temporarily lose **your** no claim discount. If subsequently **we** are satisfied that the accident was not **your** fault **we** will repay **your excess**, reinstate **your** no claim discount and refund any premium which may be due to **you**.

Section 11 – Luggage trailer

What is covered	What is not covered
We will pay up to £250 under Section 2 (Loss of or damage to your vehicle) of this policy for loss or damage to a luggage trailer, whether or not it is attached to your vehicle at the time of the accident or loss.	Any damage caused deliberately by you or anyone else insured under this policy.

General exclusions applying to all parts of this policy

This policy does not cover the following.

- 1 We will not cover loss or damage or legal liability directly or indirectly caused by:
 - ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the burning of nuclear fuel; or
 - the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear machinery or any part of it.
- We will not cover loss, damage, injury or liability as a result of:
 - earthquake;
 - underground fire; or
 - war, invasion, revolution or any similar event.

However, **we** will provide the cover **you** need to meet the requirements of any compulsory insurance legislation in force within the **territorial limits** of this policy.

- 3 We will not cover any claim or damage arising while your vehicle is being:
 - driven by anyone who is not mentioned in the "Person or classes of persons entitled to drive" section noted in your current Certificate of Motor Insurance: or
 - used for a purpose which is not permitted by **your** current **Certificate of Motor Insurance**.

However, this exclusion does not apply to:

- claims under Section 2 (Loss of or damage to your vehicle); and
- the cover given to you (and to no other person) under Section 1 (Your liability to others);

while **your vehicle** is being used without **your** authority or by a motor trader for servicing or repair.

- We will not cover any loss, damage or liability caused by riot or civil commotion outside England, Scotland, Wales, the Channel Islands or the Isle of Man unless we have to meet any compulsory motor insurance legislation.
- We will not cover loss, damage, cost or expense of whatever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing at the same time or in any other sequence to the loss.

For the purpose of this exclusion an act of **terrorism** means;

- the use, or threatened use, of biological, chemical and/or nuclear force by any person or group of people whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear; and
- any act deemed by the government to be an act of terrorism.
- 6 We will not cover any loss damage or liability caused directly or indirectly caused by pollution or contamination unless the pollution or contamination is directly caused by a sudden individual, unintentional and unexpected incident which entirely takes place at a specific time and location during the period of insurance.

All pollution or contamination which results out of one incident shall be considered to have occurred at the time the incident took place. This exclusion shall not apply where **we** have to meet the requirements of any compulsory motor insurance legislation in force within the **territorial limits** of this policy.

- 7 Loss, damage or liability arising out of or as a result of any agreement or contract you have entered into.
- 8 We will not cover any loss damage or liability caused directly or indirectly by the carriage of hazardous goods in or on your vehicle or trailer except as required by compulsory motor insurance legislation.
- 9 We will not pay more than our legal liability under compulsory motor insurance legislation for any claim, if the driver of your vehicle, at the time of the accident
 - is found to be over the permitted limit for alcohol
 - is unfit to drive through drink or drugs, whether prescribed or otherwise
 - fails to provide a sample of breath, blood or urine when required to do so, without lawful reason

If **we** are obliged to make a payment in such circumstances **we** reserve the right to seek to recover any such amounts from **you** or the driver of **your vehicle**.

General conditions applying to this policy

1 Premiums

You shall pay any premium or premium instalment on demand. If **you** pay **your** premium by instalments, in the event that **you** fail to pay one or more instalments whether in full or in part, **we** will cancel the policy in line with GeneralCondition 10 of this policy.

2 Taking care of your vehicle

You must do all you reasonably can to protect your vehicle from damage or theft and keep it in a good and roadworthy condition. Where required by law, your vehicle must have a current Department for Transport test certificate (MOT). If we ask, you must allow us, or our representative, to inspect your vehicle at any reasonable time.

3 Claims

In the event of a claim:

You must not admit fault or responsibility or pay/offer or agree to pay any money or settle any claim without **our** permission.

You must tell **us** at **your** first opportunity about any claim or incident that may lead to a claim and give **us** any information relevant to the claim that **we** ask for.

You must co-operate with us at all times.

We can, in your name;

- take over defend and settle a claim; and
- take proceedings at our own expense and for our own benefit to recover any payment we have made under this policy.

4 Keeping to the terms of the policy

 $\ensuremath{\mathbf{We}}$ will only give $\ensuremath{\mathbf{you}}$ the cover described in this policy if

- any person claiming has met all the conditions as far as they apply; and
- any declarations made and information given to us verbally electronically or in writing on the application or Statement of Facts on which this policy is based is complete and correct as far as you know.

5 Other insurances

We will not make any payment if there is cover under any other insurance.

6 Compulsory insurance

If the law of any country in which this policy covers **you** says **we** must pay a claim which **we** would otherwise not have paid, then **we** are entitled to recover such payments from **you**.

7 Fraud

If **you** or anyone acting on **your** behalf makes a claim which is in any way false or fraudulent or supports a claim by false or fraudulent statement, device or documents, including inflating or exaggerating a claim **you** will lose all benefit and premiums **you** have paid for this policy. **We** may recover any sums that **we** have already paid under the policy.

8 Arbitration

If we accept your claim but you do not agree with the amount we will pay you, we will refer the matter to an arbitrator chosen by you and us. You cannot take any action against us until you and we have received the arbitrator's final decision.

Reflection period (applicable to new policies and renewals)

You may cancel this policy within 14 days of the date you receive it. Your policy will be cancelled from the date you request, or the date your request is received, whichever is the later. If you choose to do this, and provided your request is received on or before the 14th day, you are entitled to a refund of the premium you have paid for this insurance. We will charge a prorata premium except where an incident has occurred which has or may give rise to a prejudicial claim, in which case the full annual premium will be payable to us

Original Insurance Services Ltd will charge a fee of £25 to cover administration charges (subject to any applicable taxes).

10 Cancelling your policy (outside the Reflection period)

We may cancel this policy by giving **you** seven days' notice in writing to **your** last known address. If this happens **we** will refund the part of any premium that **you** have not yet used.

We may cancel **your** policy where there are serious grounds to do so, this includes:

- failure to meet the terms and conditions of this policy;
- Where you are required in accordance with the terms of your policy to co-operate with us, or send us information or documentation and you fail to do so in a way that materially affects our ability to process a claim, or our ability to defend our interests:
- failure when requested to supply us with other relevant documentation or information that we need:
- where we reasonably suspect fraud or misrepresentation. Please see General Condition 7 – Fraud:
- changes to your policy details or circumstances that we do not cover under our policy; or
- use of threatening or abusive behaviour or language, or intimidation or harassment of our staff or suppliers.

If **you** wish to cancel this policy **you** must contact Land Rover Car Insurance, **your** policy will be cancelled from the date **you** request, or the date **your** request is received, whichever is the later.

If you cancel the policy before the first renewal date, we will refund the part of the premium you have not yet used less a charge of £25 plus Insurance Premium Tax except where an incident has occurred that may give rise to a prejudicial claim. If such an incident has occurred the full annual premium will be due to us.

Original Insurance Services Ltd will charge a fee of £25 to cover administration charges (subjectto any applicable taxes).

If you cancel the policy after the first renewal date, we will refund the part of the premium you have not yet used less a charge of £5 plus Insurance Premium Tax except where an incident has occurred that may give rise to a prejudicial claim. If such an incident has occurred the full annual premium will be due to us.

Original Insurance Services Ltd will charge a fee of £20 to cover administration charges (subject to any applicable taxes).

11 Changing your details

You must tell **us** about any changes to the information shown on **your** most recent **Statement of Facts** document or if the information shown is incorrect. If **we** are not informed of any changes or corrections this may affect **your** ability to claim under **your** policy.

If you want to:

- change your vehicle, or
- make any changes to your vehicle that make it different from the manufacturer's standard UK specification, or
- use your vehicle for a purpose not permitted in your Certificate of Motor Insurance, or
- add a new driver.

you must tell **us** about the change before continuing to use **your vehicle**.

If there are any other changes to the information shown on **your** most recent **Statement of Facts**, **you** must tell **us** at **your** first opportunity.

When **you** tell **us** of a change of details **we** will reassess the premium and terms of **your** policy. **You** will be informed of any revised premium or terms and asked to agree before any change is made. The premium will include a charge of £5 plus Insurance Premium Tax to cover **our** costs.

Original Insurance Services Ltd will charge a fee of £20 to cover administration charges (subject to any applicable taxes).

In some circumstances **we** may not be able to continue **your** policy following the changes, where this happens **you** will be told and the policy will be cancelled in line with the provisions of General Condition 10.

12 Rights of Parties

A person or company who was not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

13 Choice of law

Unless we agree otherwise:

- the language of this policy and all communications relating to it will be English; and
- all aspects of this policy including negotiation and performance are subject to English law and the decisions of English courts.

14 Car sharing

Your policy also covers **your vehicle** when **you** are paid for carrying passengers for social reasons, as long as:

- your vehicle is not built or adapted to carry more than eight passengers (including the driver);
- the passengers are not being carried as part of a business of carrying passengers; and
- you do not profit from the total amount of money you are paid for the journey.

If **you** have any doubts as to whether or not any car sharing **you** have arranged is covered by this policy, please contact Land Rover Insurance.

15 Automatic or continuous renewal

If you have given us authority to apply automatic or

continuous renewals to **your** policy, when **your** policy is due for renewal, **we** will renew it for **you** automatically. This saves **you** the worry of remembering to contact **us** prior to the renewal date. **We** will write to **you** 14 days before the policy expires with full details of **your** next year's premium and policy conditions. **We** will also issue **you** with a new **Certificate of Motor Insurance**.

If **you** do not want to renew this policy, please contact Land Rover Insurance.

Should **we** decide that **we** will not renew **your** policy, **we** will notify **you** in writing 14 days prior to the renewal date.

16 Renewal

Regardless of **your** claims history, **your** no claim discount or whether **you** have paid for no claim discount protection at renewal **we** have the right to amend **your** policy terms and conditions.

This includes:

- imposing terms such as the application of **excesses** or **endorsements**;
- increasing your premium;
- excluding cover;
- amending the policy wording;
- changing **your** payment type; and/or
- declining to renew your policy.

We will notify **you** in writing of any such action prior to the renewal date of **your** policy

17 Proof of no claims

If you have declared to us that you are entitled to a No Claim Discount in respect of the car covered under this policy we will require proof of this No Claim Discount in writing, unless we otherwise agree. If you do not provide this proof your policy may be invalid or we may change the terms or premium. Your period of no claims must have been earned on a private car policy in the United Kingdom which expired no more than 2 years before the start of this policy.

18 Tax and registration

Your vehicle must be taxed where applicable and registered in Great Britain, Northern Ireland, the Channel Islands or Isle of Man.

1612LANPCAPD

How we use your data

Data protection

Allianz Insurance plc, Original Insurance Services Ltd, their holding companies, and Jaguar Land Rover Ltd will use the information collected about you (which may include some sensitive data) and anyone you chose to include in your policy, to arrange, underwrite and administer your Land Rover Insurance policy. The details you have provided may be used to send you information about other Land Rover Insurance products and services or to carry out research. You may be contacted via letter, telephone or email. Your information may also be used for offering renewal, statistical purposes and crime prevention. Your details may be shared with other insurance organisations (such as Loss Adjustors, or Investigators) to help handle claims.

Your personal details may be transferred to countries outside the EEA. They will at all times be held securely and handled with the utmost care in accordance with all principles of English Law. Your details are stored, but will only be kept for no longer than necessary. Under the terms of the Data Protection Act 1998 you are entitled to a copy of all the information held about you for which a fee may be charged. Please be assured that your personal details will not be made available to any company outside of Allianz Insurance plc, Original Insurance Services Ltd, their holding companies, and Jaguar Land Rover Ltd to use for their own marketing purposes. If you would prefer not to receive information from any of these companies simply write to: The Compliance Officer, Land Rover Insurance, Batchworth House, Church Street, Rickmansworth, Herts, WD3 1JE, telephone 0330 100 0470 or email opt-out@landroverinsurance.com.

Sensitive data

In order to assess the terms of the insurance contract or administer claims which arise, data may need to be collected about **you** or others which the Data Protection Act defines as sensitive (such as medical history or criminal convictions). By proceeding with this insurance, **you** signify **your** consent to such information being processed and shared by **Allianz** Insurance plc, Original Insurance Services Ltd, their holding companies, and Jaguar Land Rover Ltd. Please ensure that **you** only provide any sensitive information about other people with their agreement.

Motor Insurance Database

Information relating to **your** insurance policy will be added to the Motor Insurance Database ("MID") managed by the Motor Insurers' Bureau ("MIB"). MID and the data stored on it may be used by certain statutory and/or authorised bodies including the Police, the DVLA, the DVA (Northern Ireland), the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including:

- I. Electronic Licensing
- II. Continuous Insurance Enforcement
- III. Law enforcement (prevention, detection, apprehension and or prosecution of offenders)
- IV. The provision of government services and or other services aimed at reducing the level and incidence of uninsured driving

If **you** are involved in a road traffic accident (either in the UK, the EEA or certain other territories), Insurers and or the MIB may search the MID to obtain relevant information. Persons (including his or her appointed representatives) pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID.

It is vital that the MID holds **your** correct registration number. If it is incorrectly shown on the MID **you** are at risk of having **your vehicle** seized by the Police. **You** can check that **your** correct registration number details are shown on the MID at www.askmid.com **You** should show these notices to anyone insured to drive the vehicle covered under the policy.

Fraud prevention, detection and claims history

In order to detect or prevent fraud we may at any time:

- Check your details against, or file your details with, a range of registers and anti-fraud databases;
- Check your details with fraud prevention agencies.

If you give us false or inaccurate information and we suspect or identify fraud, we will record this and share it with other agencies.

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

- Checking details on applications for credit and credit related or other facilities
- Managing credit and credit related accounts or facilities
- Recovering debt
- Checking details on proposals and claims for all types of insurance
- Checking details of job applicants and employees

We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

To receive details of the relevant fraud prevention agencies write to the Data Protection Officer, Land Rover Insurance, Batchworth House, Church Street, Rickmansworth, Hertfordshire WD3 1JE or telephone 0330 100 0470.

Insurers pass information to the Claims Underwriting Exchange register, run by Insurance Database Services Ltd (IDS Ltd). The aim is to help **us** check information provided and also to prevent fraudulent claims. **We** may at any time search the register including when **we** deal with **your** request for insurance. Under the conditions of **your** policy **you** must tell **us** about an incident (such as a fire or a theft) which may or may not give rise to a claim. When **you** tell **us** about an incident **we** will pass information relating to it to the database. **We** can supply more information on the database if **you** request it. **You** should show this notice to anyone who has an interest in property insured under this policy.

Allianz Insurance plc may seek information from other insurers and information agencies to check the information **you** may have supplied and **Allianz** Insurance plc may provide the information **you** have supplied to other insurers for the same purpose.