



Motor Car Insurance Policy

Contents

Welcome to your Motor Car Insurance Policy	1	Section 6 – Territorial limits and using your Motor Car abroad	12
Easy index: Questions that are often asked and where to find their answers.....	2	Section 7 – No claim discount	13
Your policy.....	3	Section 8 – No claim discount protection	13
Definitions	4	Section 9 – Replacement car following a claim	14
Your cover	5	Section 10 – Caravan and Motorhome Club events	14
Section 1 – Liability to other people	6	Section 11 – New Motor Car cover	14
Exceptions that apply to Section 1	7	Section 12 – Child seat cover	15
Section 2 – Fire and theft	7	Section 13 – Motor Car service cover	15
Section 3 – Windscreen damage	8	Section 14 – Replacement locks	15
Section 4 – Damage to your Motor Car	8	General exceptions which apply to all sections	16
Conditions which apply to Sections 2, 3 and 4	9	General conditions which apply to all sections	17
Exceptions which apply to Sections 2, 3 and 4	10	How to make a complaint	21
Section 5 – Extra cover	11	Regulation and compensation	22

Welcome

To your Motor Car Insurance Policy

Dear Member

Welcome and thank you for choosing to insure under the Club's Motor Car Insurance Policy scheme. Your insurance is arranged by Devitt Insurance Services Ltd (Devitt) and placed with the insurer shown on your policy documents. Please read your policy carefully and keep it in a safe place. If you find that your policy does not meet your needs, please contact Devitt's Motor Insurance Service Department immediately on 0345 300 4290.

We hope that you will not have cause to complain, but if you do, you will find details of the complaints procedures at the back of this booklet. This Motor Car Insurance Policy is underwritten by the Insurer/Underwriter named on your Schedule of Insurance.

Easy index

Accidents/Theft

What do I do if I have an accident or if my motor car is damaged, destroyed or stolen?

Phone 0345 604 4461

Audio equipment

What is the limit of cover?

Pages 7

Camping equipment and awnings

What is the limit of cover?

Pages 11-12

Cancellation

Can I cancel the policy?

Page 19

Changes

What do I do if I change my motor car?

Page 18

What other changes do I have to tell you about?

Pages 17-18

Claims

How do I make a claim?

Phone 0345 604 4461

Page 19

Clothing and personal belongings

What is the limit of cover?

Page 12

Complaints

What do I do if I have a complaint?

Pages 21-22

Cover

What cover do I have?

See your schedule and page 5

Drivers

Who is allowed to drive my motor car?

Am I covered to drive other vehicles?

See your Certificate of Motor Insurance

Excesses

If I make a claim what will I have to contribute towards it?

See your schedule

Motor Car off the road

Can I suspend the policy?

Page 19

Personal accident benefits

What is the limit of cover?

Page 11

Replacement locks

What is the limit of cover?

Page 15

Telephones

Are they covered?

Page 7

Travelling abroad

Am I covered while driving my motor car abroad?

Pages 12-13

What am I covered for when I travel abroad?

Pages 12-13

What happens if I am hit by an uninsured driver?

Pages 10-11

Your policy

The contract of insurance

The policy is a contract between you and your insurer. You enter into a contract with them when you agree to take out the policy on the terms and conditions they have offered and to pay the premium.

It is your responsibility to ensure that all persons insured are aware of the terms and conditions of the policy.

This policy booklet, the proposal form/ statement of fact, the policy schedule, the certificate of motor insurance, and any changes to your insurance policy contained in notices issued by us at renewal form your policy and should be read together.

In return for paying your premium, your insurer will provide the cover shown in your schedule under the terms and conditions of this policy booklet during the period of cover. Any changes agreed during the period of cover will be treated as a continuation of the contract of insurance.

The provision of insurance is conditional upon all persons who seek to benefit under this policy observing the terms, provisions, conditions and clauses of this policy.

Renewal of the contract of insurance

Each renewal of the policy represents a new contract of insurance.

For existing customers who pay annually or monthly, you enter into a new contract of insurance with the insurer commencing on the date when you agree to renew the policy and to pay the premium. The policyholder and permitted drivers will be covered for the period of insurance shown on the renewal schedule.

Information and changes your insurer needs to know about

You must take reasonable care to provide complete and accurate answers to the questions asked when you take out, make changes to, and renew your policy.

Please tell Devitt Insurance Services Limited immediately to let us know if there are any changes to the information set out in the proposal form/Statement of Fact, certificate of motor insurance or on the policy schedule. In addition, please refer to General Condition 7 of your policy (Important Notice - Information and changes we need to know about) for details of specific changes you must tell us about.

If you are in any doubt, please contact **Devitt on 0345 300 4290**. When your insurer is notified of a change, they will tell Devitt Insurance Services Limited if this affects your policy, for example whether they are able to accept the change and if so, whether the change will result in revised terms and/or premium being applied to your policy.

If the information provided by you is not complete and accurate:

- Your insurer may cancel your policy refuse to pay any claim, or
- May revise the premium and/or change the compulsory excess, or

- May declare your policy void (treating your policy as if it had never existed), or
- The extent of the cover may be affected.

Where fraud is identified your insurer will:

Not return any premium paid by you.
Pass details to fraud prevention and law enforcements agencies who may access and use this information.

How to read your policy

This policy must be read as a whole.
The General Exceptions and General Conditions appearing on pages 15-16 apply to all sections of this policy.

Choice of law

The law of England and Wales will apply to this contract unless:

- 1) you and the Insurer agree otherwise; or
- 2) at the date of the contract you are a

resident of (or, in the case of a business, the registered office or principal place of business is situated in) Scotland, Northern Ireland, Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law of that country will apply.

Customers with disabilities

This policy and other documentation are also available in large print, audio and Braille. If you require any of these formats please contact **Devitt Insurance Services Ltd** on **0345 300 4290**.

Use of language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be English.

Definitions

Wherever the following words or expressions appear in **your policy** or **schedule** in **bold**, they will have the meaning given here:

Approved repairer: A repairer nominated by the insurer/underwriter who has been selected for its adherence to strict standards of quality in its work and customer service.

Certificate of Motor Insurance: This document provides evidence that **you** have taken out the insurance needed by law. It identifies who can drive **your Motor Car** and the purposes for which **your Motor Car** can be used. It also says whether **you** have cover under 'Section 1 Liability to other people' while driving any other vehicle.

Civil partner: A relationship as defined in the Civil Partnership Act 2004 and Civil Partnership Regulations 2019.

Devitt Insurance Services Limited:

The Club's **Motor Car** Insurance Policy is arranged by Devitt Insurance Services Limited, Insurance Brokers, authorised and regulated by the Financial Conduct Authority. Registered Office: The Walbrook Building, 25 Walbrook, London, EC4N 8AW.

Excess: The amount **you** must pay towards any claim, even if the incident is not **your** fault.

Market value: The cost of replacing **your Motor Car** in the UK with one of the same make, model, specification, mileage, age and condition.

Medical/Motoring emergency: An unforeseeable incident relating to a **medical** or **motoring emergency** that interrupts a journey and leads to the insured driver being unable to drive **your Motor Car**.

Motor Car: Any **Motor Car** insured under this policy and identified in the **certificate of motor insurance**.

In Section 2 Fire and Theft and Section 4 Damage to your Motor Car, the term '**Motor Car**' also includes its accessories and spare parts, whether they are on or in the **Motor Car**, or in **your** private garage.

Period of cover: The **period** of time covered by this **policy** as shown in the current **policy schedule** and any further period for which **your** insurer/underwriter agrees to insure **you**.

Policy: The policy booklet, **schedule** and **certificate of motor insurance**.

Road Traffic Acts: Any Acts, Laws or Regulations, which govern the driving or use of any motor vehicle in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

Schedule: The document which identifies the policyholder and the insurer/ underwriter and sets out details of the cover **your policy** provides.

Terms: All terms, exceptions, conditions and limitations which apply to the **policy**.

Trailer: Any form of trailer, including caravans and trailer tents, which has been specially built to be towed by a **Motor Car**.

We/us/our: The Insurer or Underwriter named in the **schedule**.

You/your: The person named as the policyholder in the **schedule**.

Your cover

If the cover **you** have chosen is:

Comprehensive – All sections of the policy wording apply.

Third party, fire and theft – Only sections 1, 2, Section 5 part 4 Clothing and personal belongings and 12 (in respect of claims involving fire or theft or attempted theft) and sections 6, 7, 8, 10, 11, 13 and 14 apply.

Third party only – Only sections 1, 6, 7, 8, 10 and 13 apply.

Any extra cover or **terms** that may apply are shown in **your schedule**.

Section 1

Liability to other people

1(a). Cover for you

We will cover **you** for your legal responsibility if **you** have an accident in **your Motor Car** and:

- **You** kill or injure someone; or
- **You** damage their property.

This cover also applies to any accident involving a **trailer** or broken down motor vehicle which **you** are towing and to any claim arising from an accident in connection with a caravan hired to, or owned by **you**, which is detached from **your Motor Car**.

1(b). Driving other vehicles

If **your certificate of motor insurance** says so, this **policy** provides the same cover as '1(a) Cover for you' when **you** are driving any other vehicle as long as it is not a vehicle owned by **you** or hired to **you** under a hire purchase or leasing agreement, a vehicle which has been

seized by, or on behalf of, any government or public authority.

This cover only applies if:

- **You** have the owner's permission to drive the vehicle and there is a current and valid policy of insurance in force for the vehicle being driven under this section;
- The vehicle is being driven in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands; and
- **You** still have the insured **Motor Car** and it has not been damaged beyond cost-effective repair.

What is not covered

- Loss or damage to the vehicle driven under Driving other vehicles 1(b).

2. Cover for other people

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

- Anyone allowed by **your certificate of motor insurance** to drive **your Motor Car**, as long as they are driving **your**

Motor Car with **your** permission;

- Anyone who is in or getting into or out of **your Motor Car**;
- **You** or **your** husband's or wife's or **civil partner's** employer or business partner, as long as the **Motor Car** is not owned by or hired to that person and they are not using it for a purpose not permitted by the **certificate of motor insurance**; and
- The legal personal representative of any one covered under this section if that person dies.

3. Legal costs

If any person has an accident that is covered under this policy, provided **we** agree before any costs are incurred, **we** will at our discretion pay either the legal costs and/or the expenses to defend that person at a coroner's inquest, fatal accident inquiry or a magistrate's court.

4. Our right to get back what we have paid

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 the amount of that payment.

Exceptions to Section 1

What is not covered

- **We** do not cover death or injury to anyone while they are working with or for the driver of the **Motor Car** except as set out in road traffic law.
- **We** do not cover any loss where cover is provided by another insurance policy.
- **We** do not cover loss or damage to the **Motor Car**, **trailer** or other property owned by, or in the care of, any person covered under this section.
- **We** do not cover liability for more than £20 million for damages to property and £5 million for legal expenses and costs for any claim or series of claims including any indirect loss or damage caused by one event.

Section 2 Fire and theft

What is covered

If **your Motor Car** is lost or damaged as a result of theft, attempted theft, fire, lightning, or explosion, **we** will:

- Pay to have the damage repaired; or
- Pay a cash amount representing the cost of the damage.
- Pay the amount of loss or damage to a tow bar/cycle rack fitted to the **Motor Car**.

We will decide how **we** settle **your** claim.

What is not covered

- Any amount more than the **market value** of the **Motor Car** at the time of the loss (less the **excess**), unless cover is provided under Section 11 New Motor Car Cover.
- The **excess** shown in the **schedule**.
- Loss or damage to the **Motor Car** where possession is gained by any form of deception or fraud.

- Losing money because **you** are deceived, or do not receive all the money **you** agree when you sell the **Motor Car**.
- Loss or damage to **your Motor Car** or caused to **your Motor Car** by theft or attempted theft if **you** or anyone else has left it unlocked or with keys or keyless entry system in or on **your Motor Car**, and/or any windows have not been properly closed.
- Loss to **your Motor Car** where the keys and vehicle are given to a third party to sell on **your** behalf and **you** did not receive the money following the sale of the vehicle.
- Any amount over £500 for loss or damage to permanently fitted audio, television, telephone and electronic navigation equipment. If the equipment forms part of the **Motor Car** specification and was fitted by the manufacturer or the manufacturer's approved dealer when new, the amount of cover is unlimited.

Section 3

Glass windscreen damage

What is covered

We will pay:

- To replace or repair broken glass in the windscreen or windows of **your Motor Car** or any scratching to the bodywork caused by the broken glass, as long as there has not been any other loss or damage.

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

The most we will pay

If the repair or replacement is carried out by our recommended glass specialist, **we** will pay the full cost of the work required less any **excess**. If **you** choose to use a different glass specialist, the most **we** will pay is £100. **We** will not pay a sum greater than the **market value** of **your Motor Car** at the time of the claim under Section 3

Glass windscreen damage or the amount **your Motor Car** is insured for (less the **excess**), whichever is the lower figure.

What is not covered

- The **excess** shown in the **schedule**, unless the glass is repaired and not replaced.

Section 4

Damage to your Motor Car

What is covered

If **your Motor Car** is lost or damaged, **we** will:

- Pay to have the damage repaired; or
- Pay a cash amount representing the damage.
- Pay the amount of loss or damage to a tow bar/cycle rack fitted to the **Motor Car**.

We will decide how **we** settle **your** claim.

What is not covered

- Any amount more than the **market value** of **your Motor Car** at the time of the loss (less the **excess**), unless cover is provided under Section 11 New Motor Car Cover.
- The **excess** shown in the **schedule**.
- Any amount over £500 for loss of or damage to permanently fitted audio, television, telephone and electronic navigation equipment. If the equipment forms part of the **Motor Car** specification and was fitted by the manufacturer or the manufacturer's approved dealer when new, the amount of cover is unlimited.

Accidental misfuelling

If **you** accidentally put the wrong type or grade of fuel into the car's fuel tank, **we** will provide cover for:

- Any damage to the cars engine if it is proven that the damage is a direct result of the accidental misfuelling.
- The cost to drain the fuel tank and flush the cars fuel system.

What is not covered

The cost of any fuel drained from the tank or replacement fuel to refill the tank.

Driving in a medical or motoring emergency

You are covered for any accidental damage sustained to **your Motor Car** whilst being driven in the event of a **medical or motoring emergency** provided **you** or **your** spouse/ partner:

- Have given permission for the driver to drive **your** vehicle; and
- Are present in **your Motor Car** unless it is being driven directly to **your** home.

What is not covered

- The **excess** shown in the **schedule**.
- Damage to the **Motor Car** where the driver does not hold a full valid driving licence and valid third party insurance to drive the vehicle.
- Any incident directly caused by or due to the effects of alcohol and/or drugs.
- Any incident where **your Motor Car** is

disabled, has suffered mechanical or electrical breakdown or failure, or is unroadworthy.

- Anything that **we** will not pay for under Sections 1 - 14 inclusive of the 'Loss or damage' section of the policy.
- Any medical or motoring emergency that does not involve **you** or **your** spouse/partner.

Conditions which apply to Section 2 Fire and Theft, Section 3 Glass Windscreen Damage and Section 4 Damage to your Motor Car

1. Hire purchase, leasing and other agreements

If **we** know that the **Motor Car** is owned by someone other than **you**, **we** will settle any claim, including the making of any payment, with the legal owner first, before making any payment to **you**.

2. Parts which are not available

If any part or accessory is not available, the most **we** will pay for that part will be the cost shown in the manufacturer's

last United Kingdom price list (plus fitting costs).

3. Removal and delivery

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

4. Repairs

If repairs to **your Motor Car** are carried out by an **approved repairer**, no estimate is required and work can start immediately. Alternatively, **you** can arrange for reasonable and necessary repairs to be started at a repairer of **your** choice without **our** permission, provided that a detailed repair estimate and full details of the incident are notified to **us** before the work commences.

We reserve the right to repair, reinstate or replace **your Motor Car** or any part thereof, or its accessories or spare parts.

5. Total loss of your Motor Car

If **your Motor Car** is considered to be a total loss (if the cost of repairs is greater than the **market value** of **your Motor Car**) we will offer **you** an amount as compensation. This insurance for **your Motor Car** will end when **you** accept that compensation and the **Motor Car** will then become **our** property. All cover will end unless **we** agree differently. **We** will not refund any of **your** premium.

6. Non-manufacturer parts

If **your Motor Car** is three years old or more, **we** may decide to repair it with parts which have not been made by the **Motor Car's** manufacturer but are of a similar standard.

Exceptions which apply to Section 2 Fire and Theft, Section 3 Glass Windscreen Damage and Section 4 Damage to your Motor Car

What is not covered

- Loss or damage caused by wear and tear or loss of value or any loss or damage which happens gradually.
- Any part of a repair or replacement which improves **your Motor Car** 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 loss that is not the direct result of the insured incident itself.

- Loss or damage to any **trailer** or motor vehicle, or their contents, being towed by **your Motor Car**.
- Loss or damage to the **Motor Car** 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 the **Motor Car** without **your** permission.
- Damage arising from domestic animals, moth, vermin or infestation.
- Loss or damage if **your Motor Car** is confiscated or destroyed by, or under the order of, any government or public or local authority.

Extra Cover

Uninsured driver promise

If **you** make a claim for an accident that isn't **your** fault, and the driver of the other vehicle that hits **your Motor Car** is uninsured, the no claim discount on this policy won't be affected and you will not need to pay an **excess**.

Information required

- The make, model, and registration number of the car
- The drivers details, if possible.
- Details of any independent witnesses, if available.

You may temporarily lose your no claims discount until the cause of the accident is determined. But **your** bonus will be reinstated once **we** know **you** aren't at fault. When **you** first make **your** claim, **you** may need to pay an **excess**. However, once **we** have confirmed that the uninsured driver was at fault this will be paid back to **you**.

Section 5

Extra cover

1. Personal accident benefits

If **you** or **your** spouse or **civil partner** are accidentally injured while travelling in or getting into or out of any motor 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 injured person or their legal representatives £15,000.

The most **we** will pay is £15,000 in total for any one period of insurance.

2. Medical expenses

We will pay medical expenses of up to £500 for each person injured in **your Motor Car** if it is involved in an accident.

What is not covered

- Any person, if at the time of an accident, **you** or **your** spouse or **civil partner** is convicted of driving under the influence of alcohol or drugs or any other substance and this is an offence under the driving laws of the country in which the accident happened.
- Any injury or death resulting from suicide or attempted suicide.

3. Overnight accommodation and travelling expenses

If **you** are deprived of the use of **your Motor Car** following an accident or loss covered under Section 4 'Damage to your Motor Car' of this policy or if **you** are deprived of the use of the caravan or trailer tent **you** are towing following an accident, **we** will pay up to a maximum amount of £250 towards:

- Costs for overnight accommodation within the vicinity of the accident or loss; or
- The cost of standard class public transport for the driver and any passengers to travel from the vicinity of the accident to their home address.

NB: **You** will need to provide receipts in order to claim under this section.

What is not covered

- The cost of food and/or drinks.

4. Clothing and personal belongings

We will pay up to a total maximum amount of £500 for loss of, or damage caused to clothing and personal belongings caused by fire, theft, attempted theft or accident, while they are in or on **your Motor Car**.

Personal belongings also include loss of, or damage to, camping equipment and awnings (when carried in or on **your Motor Car** or the caravan or trailer tent towed by **your Motor Car**).

What is not covered

Any loss of or damage to:

- Money, credit or debit cards, stamps, tickets, vouchers, documents, securities or goods and samples carried in connection with any trade or business;
- Property more specifically insured under any other policy; or
- The first £50 of each claim for loss or damage.

Important note

The cover provided under this section '4 Clothing and personal belongings' is not 'New for old'. This means a deduction may be made for wear and tear.

Section 6

Territorial limits and using your Motor Car abroad

1. Territorial limits

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

The **policy** also provides the cover shown in the **schedule** in:

- Any country which is a member of the European Union; and
- Any country which has agreed to follow Article 8 of the EC Directive 2009/103/EC relating to Civil Liabilities arising from the use of motor vehicles.

The following table shows which countries the above applies to but is subject to change:

Andorra	Latvia
Austria	Liechtenstein
Belgium	Lithuania
Bosnia and Herzegovina	Luxembourg
Bulgaria	Malta
Croatia	Monaco
Cyprus	Montenegro
Czech Republic	Netherlands
Denmark	Norway
Estonia	Poland
Finland	Portugal
France	Romania
Germany	Serbia
Greece	Slovakia
Hungary	Slovenia
Iceland	Spain
Ireland	Sweden
Italy - including San Marino and Vatican City	Switzerland

Subject to:

- **Your Motor Car** being normally kept in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man and not left abroad when **you** leave the country;
- **Your Motor Car** being registered in the UK;
- Use of **your Motor Car** for visits to countries outside Great Britain, Northern Ireland, the Channel Islands and the Isle of Man being of a temporary nature, not exceeding 270 days in any one **period of cover**.
- **Your Motor Car** will also be covered while being carried by a recognised carrier
 - between any countries to which the insurance applies; and
 - provided journey does not take longer than 65 hours under normal conditions.

2. Customs duty

If **you** have to pay customs duty on **your Motor Car** in any of the countries shown in Section 6 because of loss or damage covered under the **policy**, **we** will pay these costs for **you**.

Section 7

No claim discount

If **you** do not claim during the **period of cover**, **we** will increase **your** no claim discount at **your** next renewal in line with the scale **we** apply at the time.

If **you** make a claim during the insurance year, the no claim discount **you** earned will be reduced in accordance with our scale.

(Devitt Insurance Services Limited can tell **you** what the current scale(s) is/are.)

The following will not affect **your** No Claim Discount:

- Payments made under Section 3 Glass Windscreen Damage;

- Payments for emergency treatment fees; and
- Claims where **you** are not at fault, as long as **we** have got back all that **we** have paid from those who are responsible.

Section 8

No claim discount protection

If **you** have paid to protect **your** no claim discount a reduction in the discount will not apply as a result of a claim under the **policy**, subject to the terms and conditions shown in the **schedule**.

NB. Please note the no claim discount protection does not protect the overall price of **your** insurance **policy**. The price of **your** insurance **policy** may increase following an accident even if **you** were not at fault.

Section 9

Replacement car following a claim

Following a claim under Section 4 Damage to your Motor Car, if **your Motor Car** is repaired by our **approved repairer**, subject to availability they will provide **you** with a small courtesy car whilst **your Motor Car** is being repaired. The replacement car is intended to keep **you** mobile during the course of repairs and is not intended to be a replacement for **your Motor Car**.

Your policy will cover **you** to drive a replacement car supplied to **you** by an **approved repairer** following a claim under Section 4 Damage to your Motor Car. This cover extends to all persons named in **your certificate of motor insurance** and is restricted to the use Limitations and Exclusions shown in **your Certificate of Motor Insurance**.

The cover provided in respect of a replacement car is subject to the **terms** described in **your policy** wording and **schedule**.

What is not covered

You will be responsible for the first £100 of any claim in respect of the replacement car under Section 4 Damage to **your Motor Car** of this **policy**.

Section 10 Caravan and Motorhome Club events

We will insure **your Motor Car** whilst being used for any Club or caravanning rally and any other event organised by the Caravan and Motorhome Club.

Section 11 New Motor Car

If **your Motor Car** is less than 12 months old and **you** have been the first and only registered keeper and legal owner, **we** will

replace it with one of the same make and model if it has:

- Been stolen and not found; or
- Damaged as a result of accidental damage, theft, attempted theft, fire, lightning, or explosion covered by the **policy** and the cost of repairing it will be more than 60% of the last United Kingdom list price as new (including taxes).

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

If a suitable replacement **Motor Car** is not available, **we** will settle the claim by one of the methods shown in Section 4 Damage to your Motor Car.

If **we** settle a claim under this section, the lost or damaged **Motor Car** becomes **our** property.

Section 12

Child seat cover

If **you** have a child seat fitted in **your Motor Car** and **your Motor Car** is involved in an accident or damaged following fire or theft, **we** will pay up to £250 towards the cost of a replacement even if there is no apparent damage.

This cover is subject to **you** making a claim under Section 2 or Section 4 of this policy.

Section 13

Motor Car service cover

Subject to the terms and conditions of this **policy** other than the limitations to use and driving restrictions, **we** will provide cover whilst **your Motor Car** is in the custody or control of:

- A motor garage or other similar business, that **you** do not own, which has **your Motor Car** for the purpose of: maintenance; repair; testing; or servicing.

We will pay the **excess** if the loss or damage happens while **your Motor Car** is in the custody or control of a motor garage or other similar business as described above.

Section 14

Replacement locks

We will pay up to £750 towards the cost of changing locks on **your Motor Car** if the keys, lock transmitter or entry card for a keyless entry system, are lost or stolen providing they were not left in, on or attached to or left in the immediate proximity of **your** car.

What is not covered

The first £100 of any claim.

General exceptions which apply to all sections

You are not covered for any of the following:

1. Who uses your Motor Car

Any injury, loss or damage which takes place while **your Motor Car** is being:

- Driven or used by anyone not allowed to drive, or used for any purpose not allowed by the **certificate of motor insurance**; or
- Driven by someone who **you** are aware does not have a valid and current licence to drive **your** vehicle, or is not complying with the terms and conditions of the licence, or does not have the appropriate licence for the type of vehicle.
- NB: This exception does not apply if **your Motor Car** is:
- With a member of the motor trade for the purpose of maintenance or repair.

2. Contracts

Any claim as a result of an agreement or contract unless **you** and **we** would have been responsible anyway.

3. Radioactivity

Any loss or damage to property or any other loss, damage, additional expense or liability, unless **we** provide cover elsewhere under this insurance, 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, terrorism, riot, civil unrest

Any loss or damage caused by:

- War, civil war, terrorism, rebellion or revolution or a similar event unless **we** have to provide cover under the **Road Traffic Acts**; or

- Riot or civil unrest that happens outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

5. Earthquake

Any loss or damage caused by earthquakes and the results of earthquakes.

6. Use on airfields

Legal liability caused by using a **Motor Car** on the part of any aerodrome, airport, airfield, or a military base where aircraft can go.

7. Pollution

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 cover**.

General conditions which apply to all sections

You must comply with following conditions to have the full protection of **your policy**.

If **you** do not comply with them **we** may at **our** option cancel the **policy** or refuse to deal with **your** claim or reduce the amount of any claim payment, or **we** may declare **your** policy void (treating **your** policy as if it had never existed).

1. Your duty

We will only provide the cover set out in this **policy** if **you** keep to all the **Terms** of the **policy**.

2. Accidents and losses

You must tell **us** as soon as reasonably possible of 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 claim form, claim or letter, **you** must send it to **us**, unanswered, as soon as possible.

3. Claims procedure

You must not admit liability for, or negotiate to settle, any claim without **our** written permission. **We** may take over, defend or settle any 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 the Personal Accident benefit (see Section 5 Extra cover 1. Personal Accident benefits). This provision will not place any obligation on us to accept any liability under Section 1 – Liability to other people, which **we** would otherwise be entitled to exclude under Exceptions to Section 1.

5. Taking care of your Motor Car

You must:

- Make sure **your Motor Car** is roadworthy;

- Take all reasonable steps to protect **your Motor Car** and its contents from loss or damage; and
- Allow **us** to examine **your Motor Car** at any reasonable time if **we** ask **you**.

6. Motor 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 Motor Car** is made or adapted to carry more than eight passengers;
- **You** are carrying the passengers as customers of a passenger-carrying business; or
- **You** are making a profit from the passengers' payments.

7. Important notice – Information and changes we need to know about

You must take reasonable care to provide complete and accurate answers to the questions **you** are asked when **you** take out, make changes to, and renew **your** policy.

You must tell **Devitt** immediately to let **us** know about the following changes:

- A change to the people insured, or to be insured;
- Motoring convictions (driving licence endorsements, fixed penalties or pending prosecutions for any motoring offences) for any of the people insured, or to be insured;
- Criminal convictions for any of the people insured, or to be insured;
- Any vehicle modifications;
- Any change affecting ownership of the vehicle;
- Any change in the way that the vehicle is used;
- If **you** change **your Motor Car**;
- If **you** become aware of any medical or physical condition of any driver which may affect their ability to drive;
- If **you** change the address at which **you** normally keep **your Motor Car**; or
- If **you** change jobs.

If the information provided by **you** is not

complete and accurate:

- **Your** insurer may cancel **your policy** and refuse to pay any claim, or
- **Your** insurer may not pay any claim in full, or
- **Your** insurer may revise the premium and/or change the compulsory **excess**, or
- **Your** insurer may declare **your policy** void (treating **your policy** as if it had never existed), or
- The extent of the cover may be affected.

Where fraud is identified **your insurer** will:

Not return any premium paid by **you**.
Pass details to fraud prevention and law enforcements agencies who may access and use this information.

8. Fraud misrepresentation

If **you** or anyone representing **you**:

- Provides **us** with misleading or incorrect information to any of the questions asked when applying for,

amending or renewing this insurance;

- Deliberately misleads **us** and/or **Devitt** to obtain cover, gain a cheaper premium or more favourable terms;
- Provides **us and/or Devitt** with false documents
- Makes a fraudulent payment by bank account and/or card;

Your insurer may do one of the following:

- Agree to amend **your policy** to record the correct information, apply any relevant policy terms and conditions and collect any additional premium due including any premium adjustment charge to cover our administration costs;
- Reject a claim or reduce the amount of payment **we** make;
- Cancel or void **your policy** (treat it as if it never existed), including all other policies which **you** have with **us**, and apply a cancellation premium charge.

Where fraud is identified we will:

- Not return any premium paid by **you**.

- Recover from **you** any costs **we've** incurred.
- Pass details to fraud prevention and law enforcement agencies who may access and use this information. Other insurers may also access this information.

Claims fraud

If **you** or anyone representing **you**:

- Makes a claim or part of any claim that is fraudulent, false or exaggerated;

Your insurer may do one of the following:

- Reject the claim or reduce the amount of payment **we** make;
- Cancel **your** policy from the date of the fraudulent act and not return any premium paid;
- Recover from **you** any costs **we've** incurred relating to the fraudulent claim and any further claims notified after the date of the fraudulent act;
- Pass details to fraud prevention and law enforcement agencies who may access and use this information.

Other insurers may also access this information.

9. Suspending your cover

We will not permit **you** to suspend **your** cover. This means **you** can't temporarily stop **your** cover and reinstate at a later date.

10. How to make a claim

You must report all accidents and losses as soon as possible.

You can call on 0345 604 4461 or write to **Devitt Insurance Services Limited**, Insurance Brokers, North House, St Edwards Way, Romford, Essex, RM1 3PP. Legal procedures now make it vital that **you** report any accident at once. Strict time scales have been set for dealing with claims, in particular those involving bodily injury. Heavy financial fines may be imposed by the courts if these are not kept to. This may affect **your** insurer's ability to mount the best defence on **your** behalf. Delay can involve **your** insurer in higher costs which may go against **your** driving record.

11. Data protection notice

Please refer to the Data Protection Notice provided by **your** insurer either in the Proposal Form/Statement of Fact or the **schedule**, which contains important information about the use of **your** personal details.

Please make sure that **you** read the Data Protection Notice carefully.

By taking out this insurance policy, **you** confirm that **your** personal information may be used in the way set out. As the terms of the Data Protection Notice will also apply to anyone else insured under **your policy**, **you** should also show the Data Protection Notice to anyone else whose name **you** give **us** in connection with **your policy**.

12. Cancellation of your policy

Cooling off period – Rights of cancellation

When **you** receive **your policy**, **you** have the 14 days in which to consider the cover provided. If the cover does not meet

your needs, **you** have the right to cancel the **policy** and receive a refund, unless a total loss payment has been made under **your policy**. If **you** wish to cancel and the insurance cover has not yet commenced, **you** will be entitled to a full refund of the premium paid.

If **you** wish to cancel and the insurance cover has already commenced, **you** will be entitled to a refund of the premium paid, subject to a deduction for the time for which **you** have been covered. This will be calculated in proportion to the period for which **you** have received cover.

Cancelling outside the cooling period

After the 14 day statutory cooling-off period, **you** can still cancel this **policy** at any time. If **you** do so, **you** will be entitled to a refund of the premium paid, provided that no claim has occurred in the current period of insurance. This will be calculated in proportion to the period for which **you** received cover. In addition a cancellation charge will be made by Devitt Insurance Services Limited as outlined in their Terms of Business.

To exercise **your** right to cancel, please call Devitt on 0345 300 4290 or write to Devitt Insurance Services Limited at: North House, St Edwards Way, Romford, Essex, RM1 3PP.

Our rights to cancel your insurance

Your insurer or **Devitt Insurance Services Limited** may cancel this **policy** by sending 7 days' notice to **your** last known postal address and/or email address. The reason for cancellation will be clearly set out in the communication sent to **you**. Valid reasons include the following:

- **You** don't pay the premium or an instalment when Devitt Insurance Services Limited have notified **you** that the outstanding amount is required by a specific date;
- **You** or anyone else covered by this insurance hasn't met the terms and conditions in this document of **Motor Car** insurance including those shown on **your schedule**;
- **You** have not provided the requested documentation, e.g. proof of no claim

bonus entitlement or membership number;

- A change in **your** circumstances means that **we** can no longer provide cover;
- **We** identify misrepresentation or fraud or any attempt to gain an advantage under this insurance to which **you're** not entitled, see General conditions;
- **You** behave in a manner that makes it inappropriate for **us** or **Devitt Insurance Services Limited** to continue **your** insurance, e.g. if **you** harass or show abusive or threatening behaviour towards our staff;
- The circumstances of a new claim, or an incident **we** have become aware of means that **we** no longer wish to provide cover;
- As a result of a claim under this insurance **you** have not co-operated with **our** reasonable request for any documents and/or information;

The cancellation letter will be sent to **your** last known postal and/or email address and will confirm the reason for cancellation.

The insurance will end immediately the 7 days' notice runs out.

If **we** cancel the policy **you** will be entitled to a refund of the premium paid in respect of the cancelled cover, less a proportionate deduction for the time **we** have provided such cover, unless the reason for cancellation is fraud and/ or **we** are legally entitled to keep the premium under the Consumer Insurance (Disclosure and Representations) Act 2012.

If **we** cancel the policy an additional charge will be made (plus insurance Premium Tax where applicable) to cover our administrative costs.

If a claim has been made, **we** will cancel **your** cover and not refund any premium. If **you're** paying by instalments, **you** must still pay **Devitt Insurance Services Limited** the balance of the full annual premium.

13. Parties to this contract

This contract is between **you** and **us**. No one else has any rights they can

enforce under this contract except those they have under road traffic law.

How to make a complaint

Our aim at all times is that **you** are provided with a first-class standard of service. However, there may be occasions when **you** feel that this objective has not been achieved. Should **you** have any query or complaint regarding this insurance, please contact:

Devitt Insurance Services Limited
on 0345 300 4290.

If **you** prefer to write please write to:

Complaints Department
Devitt Insurance Services Limited
North House, St Edwards Way
Romford Essex RM1 3PP

Please always quote your reference number and/or policy number.

If after taking this course of action **you** are still dissatisfied, once **you** have had either a final response letter regarding **your** complaint or it is eight weeks since

you raised **your** complaint (whichever is sooner), **you** then have the right of referral to the Financial Ombudsman Service (FOS). The address and telephone number is as follows:

Financial Ombudsman Service
Exchange Tower, London E14 9SR

Tel: 0300 123 9 123 or 0800 023 4567

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

Website at
www.financial-ombudsman.org.uk

If **your** complaint is about **your** insurer, as denoted on **the policy schedule**, **Devitt Insurance Services Limited** will advise **you** how to contact them.

Regardless of whether **your** complaint was referred to **Devitt Insurance Services Limited** or **your** insurer, once **you** have had a final response letter regarding **your** complaint and **you** are still not satisfied, **you** then have the right of referral to the Financial Ombudsman Service (FOS) within six months of the date of **your** final

response letter as detailed above.

Whilst **your** insurer and **Devitt Insurance Service Limited** are bound by the decision of the Financial Ombudsman Service, **you** are not.

Following the complaints procedure does not affect **your** right to take legal action.

Regulation and compensation

Your insurer is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority or is subject to limited regulation, please refer to **your Certificate of Motor Insurance/Schedule** for full details. **Devitt Insurance Services Limited** is authorised and regulated by the Financial Conduct Authority. **You** can check this on the Financial Services Register by visiting the FCA's website www.fscs.org.uk

Under the Financial Services Compensation Scheme (FSCS), should a company be unable to meet all its liabilities to policyholders and customers, compensation may be available, depending on the type of insurance and the circumstances of the claim.

Your insurer and **Devitt Insurance Services Limited** are members of the FSCS.

Further information about the scheme is available on the FSCS website at www.fscs.org.uk

Customer Service

Calling from the UK **0345 300 4290**

Calling from Abroad **+44 1708 385451**

Weekdays 8:30am – 7.00pm

Saturday 9.00am – 5.00pm

Sunday 10.00am – 4.00pm

Claims

Calling from the UK **0345 604 4461**

Calling from Abroad **+44 1784 655067**

Glass repair & replacement

Please refer to your Certificate of Motor Insurance
or Schedule for details

Caravan and Motorhome Club Motor Car Insurance is arranged by
Devitt Insurance Services Limited, Insurance Brokers, authorised and
regulated by the Financial Conduct Authority. Calls may be recorded.

Registered in England No: 2438974. CC/MC/Feb 23

Registered Office: Devitt Insurance Services Limited
The Walbrook Building, 25 Walbrook, London, EC4N 8AW

Devitt