

Policy

# Basic Comprehensive Car Insurance





# Your car insurance policy

You should read this policy, the schedule, endorsements and certificate of motor insurance as one contract. It is an agreement between you (the person shown in the schedule as the person insured) and us (Zurich Insurance Company), but is only valid if you agree to pay the premium. It is based on the information you gave us and then confirmed in your 'statement of facts'.

## Your cancellation rights

If you decide that you do not want to accept the policy (or any subsequent renewal of the policy by us), please return it to us together with the Certificate of Insurance using the contact details provided on the covering letter within 14 days of receiving it (or for renewals, within 14 days of your policy renewal date). We will only charge you on a pro rata basis for the time we have been on cover subject to a minimum premium of £15 (plus insurance premium tax). The balance of the premium will be returned to you but there will be no refund where you are cancelling the policy following a claim where the vehicle is a total loss and not being replaced.

Your car policy provides cover in the United Kingdom for the people and car shown in the certificate of motor insurance for the period shown. For details of your insurance cover whilst using your car abroad see Section 6 of Part A of the policy.

Wherever we refer to spouse in this policy, we mean your husband, wife or partner that you live with as if you are married (including partners of the same sex).

## Settling claims

For claims under Sections 4 and 5 of Part A of the policy, we will at our option either repair your car or make a cash settlement, which will not be more than your car's market value at the time of the loss or damage. We will make any payment to the legal owner if your car is under a contract or a hire purchase agreement.

If we repair your car, we will use our network of approved repairers. A high standard of replacement parts will be used but these may not be supplied by the manufacturer unless these are required by their original mechanical warranty. The repair will be guaranteed for three years. If your car is immobile (cannot be driven), we will also pay the reasonable cost of taking your car to the nearest approved repairer and returning it to you when the repairs are finished.

## Part A Private car insurance

### Section 1 Liability to others

We will cover your legal liability to compensate other people if someone dies or is injured, or property is damaged, as a result of using your car and any trailer or broken-down vehicle being towed by it.

We will provide this cover for:

- you and the drivers named on your certificate;
- passengers in your car;
- your employer or business partner, or your spouse's employer or business partner; and
- the legal representatives of the people named above if they have died.

Following an event which may lead to a claim, we will provide legal representation for people covered under this policy:

- a at any coroner's inquest, court of summary jurisdiction, or similar court; and
- b to defend a charge of manslaughter or causing death by dangerous driving.

#### What you are not insured for

- Damage to your car or any trailer or vehicle that is being towed by it.
- Damage to property (including any motor car) owned by or in the custody or control of the person claiming cover under this section.
- Any amount over £20 million for damage to property and £5 million for legal costs and expenses as a result of any claim or series of claims caused by one event.
- Death, injury or damage to property resulting from terrorism, except as necessary to meet the requirements of the Road Traffic Acts.

### Section 2 Driving other cars

If this is set out in your certificate of insurance, we will extend your cover under Section 1 of this policy while you are driving in the United Kingdom or Republic of Ireland to include any motor car not owned by you or hired to you under a hire purchase agreement.

### Section 3 Emergency treatment fees

We will pay emergency treatment costs as necessary under the Road Traffic Acts.

### Section 4 Fire and theft cover

We will cover your car, including its spare parts or accessories (products designed to be fitted or used only in or on a car) while in your car or private garage, against loss or damage by fire, theft or attempted theft.

Cover for audio, audio visual, communication and satellite navigation equipment, which must be permanently fitted to your car, is limited to £100 for any one claim.

#### What you are not insured for

- The first £100 of each claim. This does not apply if your car is in your garage while the loss or damage occurs.
- Loss by theft or attempted theft while the ignition keys are in or on your car.
- Loss of use of your car.
- Loss or damage resulting from deception.
- Loss of value or wear and tear.
- Mechanical or electrical failure.
- A reduction in the car's market value following repair.
- More than the maker's last list price in the United Kingdom of any spare part.

## Complimentary policy benefits

### Section 5 Accidental damage cover

We will cover your car, including its spare parts or accessories (products designed to be fitted or used only in or on a car) while in your car or private garage, against loss or damage.

Cover for audio, audio visual, communication and satellite navigation equipment, which must be permanently fitted to your car, is limited to £100 for any one claim.

#### What you are not insured for

- The first amount (excess) of each claim shown under 'deductions' in the schedule. Also, a further amount (shown below) of each claim under this section when the vehicle is being driven by a person:
 

aged 16 to 20	£250
aged 21 to 24	£200
aged 25 or over and either holds a provisional licence or has held a full licence for less than one year	£100
- Loss of use of the insured car.
- Loss or damage resulting from deception.
- Loss of value or wear and tear.
- Mechanical, electrical, electronic, computer or computer-software breakdowns, failures, faults or breakage.
- A reduction in the car's market value following repair.
- More than the maker's last list price in the United Kingdom of any spare part.
- Damage to tyres caused by braking, puncture cuts or bursts.

### Section 6 Using your car abroad

If you travel abroad, you must contact us and pay an extra premium to get full policy cover (there are some countries where we cannot provide cover). There will be no cover if you do not contact us other than for countries in the European Union, Croatia, Iceland, Liechtenstein, Norway and Switzerland where we will provide the minimum cover the law says you need.

### Car-sharing

If you are paid as part of a car-sharing agreement for social or other similar purposes, we will not consider this as 'carriage for hire and reward' as long as:

- your car is not built or adapted to carry more than eight passengers; and
- you do not profit from the contributions you receive for the journey.

### Windscreen cover

If the glass in the windscreen, windows or sunroof is damaged, we will pay for its replacement or repair including the repair of any resulting scratching of the surrounding bodywork. As long as there is no claim under any other section of this policy, any payment for glass replacement will not affect your no claims discount.

#### What you are not insured for

The first £100 of each claim.

### Other information

For each claim free year we will give you a discount until you reach the maximum level. If you do make a claim the number of claim free years on which the discount is based will be as in the table below:

Claim free years	First claim	Next renewal no-claims discount	
		Second claim	Third or more
1	Nil	Nil	Nil
2	Nil	Nil	Nil
3	1 year	Nil	Nil
4	2 years	Nil	Nil
5 or more	3 years	1 year	Nil

You may choose to take out extra cover to protect a discount you have earned after having been claim free for 4 years or more. This cover will only apply if you pay an extra premium and the relevant endorsement number is shown on your policy schedule.

Parts C to F of this policy are managed on behalf of Zurich by Green Flag Motoring Assistance.

## Part B Uninsured loss recovery and legal expenses

If you (for the purposes of this part you means yourself or any person driving or travelling in your car with your permission) have a motor accident in the United Kingdom that is insured by this policy and it is not your fault, we will help you get back your uninsured losses and claim resulting damages or compensation (or both) for death or personal injury.

We will pay your reasonable legal costs and fees for each accident up to £50,000 (less any legal costs and fees you have already claimed back) if we have agreed beforehand to the purpose and amount of these expenses. You must claim back all the legal fees and expenses you are entitled to. We will set these against payments we make under this part of the policy.

Before legal proceedings are issued, we will appoint a legal representative to act for you. If legal proceedings need to be issued, you may choose your own legal representative if we approve them. If we cannot agree on a legal representative, we will ask the Law Society to choose a legal representative, which we must both accept. We are entitled to get any information from the legal representative.

It is a condition of this cover that you take all reasonable precautions to reduce the amount of legal costs and fees you must pay for.

### What you are not insured for

Any legal costs and fees if:

- the accident is caused by a fault in your car;
- you instruct a legal representative without our agreement beforehand;
- you report a claim to us more than 180 days after the accident;
- we consider that the continuance of your claim does not have a reasonable prospect of success, or that the legal costs and fees are not in proportion to the amount you are claiming;
- they arise in a dispute that you have with us;
- you act against our advice or the advice of the legal representative appointed;
- you unreasonably withdraw from the legal proceedings, or your claim is settled or discontinued without agreement beforehand;
- the legal representative refuses to act for you;
- Legal costs and fees incurred by you against the driver or another occupant of your car at the time of the accident.

If there is a disagreement between you and us, we and you may agree on an arbitrator. If we cannot agree, the Law Society will name an arbitrator and their decision will be final.

## Part C Breakdown assistance and recovery (optional upgrade)

Cover under this part only applies if it is shown in your current policy schedule.

We will provide, in the United Kingdom, up to 30 minutes' roadside assistance if your car breaks down, has a puncture (as long as the spare wheel is available) or runs out of fuel, or if you lose your car keys more than a 1/4 of a mile from your home.

If the car cannot be repaired at the roadside, it will be taken, together with the driver, up to seven passengers and any standard make of caravan or trailer you are towing, to the nearest garage within 25 miles for it to be repaired at your cost. (A standard make is up to 7.00 metres long, 3.00 metres high, 2.35 metres wide and not weighing more than 2.5 tonnes when loaded.)

### What you are not insured for

- The cost of replacement fuel or spare parts.
- Assistance or recovery within a 1/4 of a mile of your home address.
- Any storage charges, toll fees or ferry charges.
- Damage caused by getting into your car if you have lost your car keys.
- Recovery or repair of a trailer or caravan if it contains an animal or person.
- Assistance if your car is immobile due to the surface on which it stands, e.g. sand, mud or grass.

If temporary repairs are made, you must get the vehicle permanently repaired as soon as possible.

If your car is not easy to get to, or we have to use specialist equipment, you may have to pay any extra costs.

We may choose to repair your car (at your cost) following a breakdown, rather than arranging for it to be recovered.

## Part D Home-Call (optional upgrade)

Cover under this part only applies if it is shown in your current policy schedule.

Your policy is extended to include breakdown cover, as provided under Part C, at your home address or within a 1/4 of a mile of your home.

## Part E Nationwide breakdown recovery service (optional upgrade)

Cover under this part only applies if it is shown in your current policy schedule.

The breakdown cover under Part C is extended to include the following.

### 1 Recovery service

If your car cannot be repaired, we will recover your car, trailer, driver and up to seven passengers to their home address or the intended destination in the United Kingdom. We will then take your car to a local repairer of your choice within 25 miles.

### 2 Chauffeur service

If your driver is taken ill and nobody is qualified to drive your car, we will give you a chauffeur to help you complete your planned journey or return you home.

## Part F European breakdown and accident assistance (optional upgrade)

(optional upgrade)

Cover under this part only applies if it is shown in your current policy schedule.

The breakdown cover under Part C is extended to provide cover while the vehicle is being used within the countries listed on page 5 of this policy other than the United Kingdom. The following cover is also included.

### 1 Loss of use of your car

If your car cannot be used for more than eight hours, or is stolen and not recovered within eight hours, we will pay for one of the following.

- Up to £750 towards the cost of hiring another car until your car is repaired.
- The cost of transporting you and your luggage to your destination and then returning you to your car following its repair.
- Up to £45 for each person a day for up to five days for reasonable accommodation expenses.

We cannot guarantee that hire cars will always be available or fitted with a roof rack and towbar. You

- are responsible for the cost of fuel and other expenses incurred to continue your trip;
- must keep to the conditions of the hire company.

What you are not insured for

Any lost deposit due to damage to the hire car or failure to replace fuel.

### 2 Returning your car to the United Kingdom

If your car cannot be repaired, or is stolen and not recovered by your expected departure date or is recovered after you have returned to the UK, we will pay:

- the cost of transporting you and your luggage to your home in the United Kingdom;
- the cost of transporting your car to your home or repairer of your choice in the United Kingdom, or up to £600 for you or a driver of your choice to return from the United Kingdom to collect your car; and
- up to £100 for storing your car abroad.

The maximum we will pay to return your car will be its current market value in the United Kingdom.

### 3 Chauffeur service

If your driver is taken ill and nobody is qualified to drive your car, we will give you a chauffeur to help you return home if everyone is medically fit to travel. We will also pay, for up to five days, £45 for each person a day to cover reasonable accommodation expenses.

### 4 European motorways

If the police arrange for an independent garage to recover your car, we will pay the costs of this. Please keep your receipt.

### 5 Defence up to £10,000

We will pay up to £10,000 that you have run up with our permission, to provide a defence in criminal proceedings against the driver of your car due to a road traffic accident.

#### What you are not insured for

- Alleged speeding offences when no other offence is involved.
- Cost or expenses incurred by us without prior authorisation.
- Fines awarded against you.

### 6 Advance of funds

We will make available up to £4000 for bail or any other security needed following a car accident or if the driver is stopped. You must repay this within one month.

### 7 Delivering spare parts

If we cannot get the necessary spare parts locally, we will arrange to get them from the UK as long as they are available. You must repay us the cost of the parts and any customs duty within one month.

#### What you are not insured for

Costs you would normally have as part of your journey.

## Conditions which apply to this policy

- 1 You must do all you reasonably can to prevent loss or damage to your car and maintain it in a roadworthy condition.
- 2 Everyone covered by this policy must follow the policy terms and conditions. All drivers must have a valid driving licence and follow the conditions of their licence.
- 3 If, by law, we must make a payment that is not covered by the policy, we have the right to recover this payment from you or the person who is liable.
- 4 You must tell us immediately about any accidents, claims or legal proceedings in connection with this policy, and give us all the information and help we may need. You must send any writ or summons to us immediately it is received. We will decide how to settle or defend a claim, and may carry out proceedings in the name of any person covered by the policy, including proceedings for recovering any claim.
- 5 You may cancel the policy at any time by telling us, either in writing or over the phone. We may cancel the policy by giving you seven days' written notice to your last known address. We will give you a refund in proportion to the time left until your current period of insurance is due to run out. We will add £50 to your time on risk premium if you cancel your policy within the first year. We will not pay a refund if we have paid a claim or one is outstanding at the time you cancel your policy. By law, you must return the certificate of motor insurance to us.
- 6 If a claim is fraudulent or false in any way, we will not make any payment under the policy and all cover will end.

## Exclusions which apply to this policy

- 7 We will not make any payment if there is cover under any other policy.
- 8 You must report any theft, attempted theft or malicious damage to the police immediately.
- 9 Your policy is governed by the law that applies to where you reside within the United Kingdom. If there is any disagreement about which law applies, English law will apply. Unless agreed otherwise, we will communicate to you in English.
- 10 You must tell us if any of the information on which this insurance is based changes. Failure to do so may result in your insurance no longer being valid and claims not met. If in doubt about any change, please tell us. If your policy is amended as a result of any change, we will be entitled to vary the premium and terms for the rest of the period of insurance. You should keep a record (including copies of letters) of all information supplied to us in connection with this insurance.

If you replace your car or make changes to the drivers or how you use it your insurance will no longer be valid and claims will not be met until either a cover note or certificate of insurance has been issued. If you make changes to your car your insurance will not be valid until we have agreed to accept them.

- 11 If you pay the premium to us using our Direct Debit instalment scheme we will have the right (which we may not use) to renew the policy each year and continue to collect premiums using this method. We may vary the terms of the policy (including the premium) at renewal. If you decide that you do not want us to renew the policy, as long as you tell us before the next renewal date, we will not renew it.

Our right to renew this policy does not affect your cancellation rights detailed elsewhere on pages 3 and 8 of the policy.

We will not pay for any claims arising from the following.

- 1 Your car being driven or used by any person or for a purpose that is not covered by your certificate of insurance.
- 2 War, invasion or civil war, except as necessary to meet the requirements of the Road Traffic Acts.
- 3 Riot or civil commotion outside Great Britain.
- 4 Pressure waves caused by aircraft travelling at the speed of sound, or faster.
- 5 Ionising radiation, radioactivity, nuclear fuel, nuclear waste or nuclear equipment.
- 6 Using a car in any area used by aircraft or for servicing aircraft.
- 7 A contract that says you are liable for something which you would not otherwise have been liable for.
- 8 Pollution or contamination unless it is directly caused by a sudden identifiable, unintended and unexpected incident and it occurs entirely at a specific time and place during the period of insurance.

## Endorsements

The following endorsements only apply if shown in your current policy schedule.

### 1 Anti-theft protection

Theft cover under Section 4 of the policy will not apply unless the security device named in the schedule alongside this endorsement number is in use at the time of the loss.

### 3 Ownership

The person named in the schedule alongside this endorsement number has been noted as the owner of your car.

### 11 No claims discount protection

We will allow your no claim discount as long as you have not made more than two claims during the last five years in a row (or three years if your policy was taken out before 1 October 1999).

### 25 Drivers under 25 years of age excluded

This policy does not apply if your car is being driven or in the charge of any person under 25 unless they are named alongside this endorsement in the schedule.

### 26 Isle of Man law

This policy is governed by the laws of the Isle of Man. Any legal proceedings will take place in the courts of the Isle of Man.

### 27 Policy replacement

This policy replaces your previous Eagle Star Private Car Policy.

This contract is based on the information you originally provided and any changes told to and accepted by Eagle Star since the start of the policy.

### 29 Driving with excess alcohol

Only Section 1 of this policy will be operative while your car is being driven by or in the charge of the person named alongside this endorsement in the Schedule and if they:

- are under the influence of alcohol or drugs or;
- have a blood or urine alcohol content in excess of the legal limit or;
- refuse to supply a breath, blood or urine sample.

### 32 Drivers under 21

This policy does not apply if your car is being driven or in the charge of any person under 21 unless they are named alongside this endorsement in the schedule.

### 38 Guaranteed bonus

Your no claims discount will not be reduced if you make a claim under this policy. However, we may take account of claims when working out your premium.

### 39 No claims discount protection

We will allow our maximum no claims discount as long as you have not made more than one claim during the last three years.

### 40 Audio-equipment limit

The most we will pay for audio equipment under Sections 4 and 5 of the policy is increased to the value that appears alongside this endorsement.

### 44 Kept overnight

When your vehicle is kept at your home address overnight there will be no cover under Sections 4 and 5 of the policy for any loss or damage which happens between 10.00pm and 6.00am unless your vehicle is in a locked garage or on a driveway behind locked gates.

### 99 Other

See the separate sheet.

## Our complaints procedure

We value the opportunity to investigate concerns you may have about our service. We are committed to handling complaints fairly, thoroughly and promptly.

If you have a complaint about your policy, please call us on **0870 902 1272**.

If you have a complaint about a claim, please call us on **0870 010 8899**.

If you prefer, you may write to the Claims Manager at the office handling your claim.

### Next steps if you are not happy with the response provided

We are dedicated to our customers and seek to do what is right, however, sometimes we may not be able to reach an agreement with you. If this is the case, and you remain dissatisfied once you have received our response to your complaint, we will refer your complaint to our Customer Relations Team for a separate review. The Customer Relations Team will contact you to let you know they have received your complaint and when their review is complete, they will provide you with a final response on behalf of Zurich.

### Complaint Procedure Leaflet

A leaflet containing full details of our complaint procedure will be provided during the complaint handling process and is available on request.

### The Financial Ombudsman Service (FOS)

If we are unable to resolve your complaint to your satisfaction within eight weeks, or if you remain dissatisfied following receipt of our final response letter, you can ask the FOS to formally review your case. You must contact the FOS within six months of our final response. The FOS contact details are as follows:

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

You can telephone on: **0845 080 1800**

Or e-mail:

**[complaint@financial-ombudsman.org.uk](mailto:complaint@financial-ombudsman.org.uk)**

This is a free and impartial service and will not affect your legal rights. You are entitled to contact the FOS at any stage of your complaint.

## Contacting us

If you have a question about your policy, you can ring us on 0870 902 1272.

### In the United Kingdom

Reporting a claim or accident

**0870 010 8899**

Replacing or repairing glass

**0800 36 36 36**

Emergency breakdown assistance

(as long as you have bought this optional cover)

**0800 328 8740**

24 hours a day, 365 days a year

### In Europe

Reporting a claim or accident

**0044 870 010 8884**

Emergency breakdown assistance

(as long as you have bought this optional cover)

**00 (country code) then 1274 658073**

24 hours a day, 365 days a year

### Uninsured loss recovery and legal expenses

**0870 366 1542**

8am to 8pm Monday to Friday

9am to 5pm Saturday and Sunday

When you contact us about a claim, you will need to tell us:

- your name, address and telephone number(s)
- the place where the loss or damage occurred
- what caused the loss or damage

## Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS) which means that you may be entitled to compensation if we are unable to meet our obligations to you. Compulsory insurance is covered in full. Non-compulsory insurance is protected in full for the first £2000 and then 90% of any amount above £2000. Further information is available at **[www.fscs.org.uk](http://www.fscs.org.uk)** or by contacting the FSCS directly on **020 7892 7300**.

## Zurich Insurance Company

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A limited company incorporated in Switzerland. Registered in the Canton of Zurich. Canton Number CH-020.3.929.583-0. UK Branch registered in England. Number BR105. Authorised and regulated by the Financial Services Authority. These details can be checked on the FSA's register by visiting their website [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting them on 0845 606 1234.

Communications may be monitored or recorded to improve our service and for security and regulatory purposes.

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The pulp used in the manufacture of this paper is from renewable timber produced on a fully sustainable basis.  
The pulp used in the manufacture of this paper is bleached without the use of chlorine gas (ECF - Elemental Chlorine Free).  
The paper is suitable for recycling.

