

[MotorShield Policy]



Welcome to Tower Insurance

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What you should do after an accident

Whilst we hope you never need the information it is better to be prepared for the unexpected.

Conditions that apply to the policy and in the event of a claim are set out in your policy booklet. It is important that you comply with all policy conditions and you should familiarise yourself with any requirements.

Directions for claim notification are included under claims conditions and events that may give rise to a claim must be notified as soon as reasonably possible. Further guidance is contained in the policy booklet.

You should initially notify us of your claim by phone. **Your initial claim contact number is shown in your policy documentation.** If we then decide that we need an Accident Report form we will send one which you should complete and return immediately.

Ideally when you call you will provide:

- Name, address and contact phone number[s] (for you and the driver of your vehicle if not you). We will ask for information about convictions so please try and have driving license(s) available when you call
- Personal details necessary to confirm your identity
- Your policy number
- Information about your vehicle and any damage it sustained
- Details of the accident or claim circumstances (when, where and how it happened)
- Details of any witnesses and the Police or any other emergency service that was called
- Details of the other party or parties involved including information about damage to their car or property and any injuries that anybody might have sustained
- Where appropriate your thoughts on who was to blame for the accident

We may request additional information (e.g. a sketch plan). Also, sometimes we may wish to meet with you or undertake further investigations, but we will advise you about that when you call to report the incident. Claims conditions require you to provide us with any reasonable assistance or evidence that we require.

Vehicle Repairs

We take pride in the claims service we offer to our customers. Where your policy provides cover for damage to your vehicle we have a network of Recommended Repairers who will collect and redeliver your vehicle. Where provided for under your policy, they will also provide a courtesy vehicle to keep you mobile. The repair process will commence immediately the vehicle arrives on their premises. To ensure that there is no effect on any existing warranty you may have they provide a Lifetime Guarantee on all paint and bodywork repairs.

Where you choose not to use one of our Recommended Repairers we will arrange for the damaged vehicle to be examined by one of our motor engineers to agree the repairer cost with your nominated repairer. The inspection should happen within 2 working days of you providing repair details to us.

If your vehicle is stolen at least one mile from your home or unroadworthy due to accident, fire, attempted theft or vandalism in order to provide practical help when you need it most we have arranged the following services:

- FREE 24hr Emergency Helpline
- FREE 24hr Accident Recovery Service
- FREE 48hr Car Hire

To minimise any anxiety or inconvenience we have arranged an excellent recovery service – all you have to do is call 0500 30 20 30.

Within the hour we will be there to transport you and your passengers to your home or intended destination within the Isle of Man or the UK. We will then take your vehicle to a Tower Insurance Priority Repairer or, if you prefer, to your home or garage of your choice.

We will also arrange for you to have a free Hire Car for 48 hours and a special discounted rate thereafter.

Your details will automatically be fed through to our Claims Department so you do not need to make another call.

Legal & Counselling Helpline

If you need legal advice, we offer a free legal advice service. Our team of qualified advisers can give you free, confidential advice on motoring matters. Here are some examples of the help they can give you.

- They can provide legal advice after an accident. For example, if you do not have our Uninsured Loss Recovery Insurance then they can advise you on what to do if you want to make a claim against another person. However, they will not contact other people on your behalf - you need our Uninsured Loss Recovery Insurance for that.
- They can provide legal advice on consumer issues which relate to motoring. For example, they can tell you about your rights if you are unhappy with a car which you have bought.
- They can provide you with legal advice if you are facing prosecution for driving or parking offences.

This service is confidential, and you can stay anonymous if you want.

To use it, call **01455 255116** and ask to speak to a legal adviser. Please quote code 70025, together with the renewal date on your current certificate of insurance.

If you need someone to talk to

If you need someone to talk to after an accident, we offer a free counselling service. This is available for you and members of your immediate family and is for motoring matters only. Our experienced, qualified counsellors can help you when you need it most. Here are some examples of the help they can give you.

- They can help you come to terms with trauma after an accident.
- They can help you come to terms with injuries, disability and bereavement.
- They can offer you victim support (for example, if your car is stolen).
- They can even offer counselling for stress which has been caused by motoring.

This service is confidential, and you can stay anonymous if you want.

To use it, call **01455 255116** and ask to speak to a counsellor. Please quote code 70025, together with the renewal date on your current certificate of insurance.

How to make your car more secure

With car crime escalating, even in more rural areas, it has become increasingly important to protect your car.

We have therefore compiled a list of simple measures which you can take to reduce the risk of car crime:

- Always lock your car doors and boot, shut windows and sunroof whenever you leave your car, even if it is on your own driveway or in your garage. Don't forget to lock your garage as well. A few seconds is all it takes for a thief to steal your car or its contents.
- Always take care where you park your car. If you have a garage at home – please use it. When you are away from home try to use secure car parks. If this isn't possible avoid leaving it in back streets or quiet areas because these are ideal working conditions for a thief. If you have to leave your car outside at night always try and park it in a well lit and busy area.
- Don't leave any valuables in view when you leave your car unattended. Always lock them away, either in a glove compartment or in the boot. Even when you are in the car consider these precautions as it has been known for thieves to reach through passenger windows to steal expensive items when the car is stationary. If you have a removable radio DON'T FORGET to take it with you when you leave your car. If your radio is permanently fixed consider getting it security coded.
- DON'T FORGET to remove all keys from your car. NEVER leave your key in the ignition when the car is unoccupied e.g. at a petrol station, even if it is only for a few seconds.
- Consider fitting even the most basic physical security measures e.g. a steering wheel or handbrake locking device will deter thieves. Better still consider fitting an engine immobilisation system, alarm system or both.

While the above won't necessarily prevent theft it will reduce the chance of it happening to you.

What to do if you are taking your car abroad

Unlike many other insurance companies, Tower Insurance provides free foreign use cover for up to 60 days in respect of each visit to the following destinations:

All EU countries and Croatia Iceland Liechtenstein Norway and Switzerland.

If requested, we will issue you with a Green Card. However, please note that Green Cards are not a requirement for the above destinations; your Certificate of Insurance is sufficient evidence of cover. If you are travelling to any destinations not shown above then a Green Card is still needed.

An additional charge will only be made if a visit to any of the countries specified above lasts for more than 60 days or if you go to any other countries not shown – please contact your broker or usual Insurance Adviser in these instances.

We recommend that you obtain a copy of the 'Taking your car abroad' leaflet prior to travelling abroad. If you have an accident while abroad, you can obtain assistance from the RSA or agents listed on this leaflet.

If your journey only involves travel to the Republic of Ireland, your policy cover applies in full with no 60 day limit.

What to do if...

YOU CHANGE CARS

If you change your car please notify your broker or usual Insurance Adviser so that a cover note can be issued. We'll advise of any change of premium and send an updated policy schedule. We'll need to know the full details of your new car (for example, its make and model, registration number and engine size). We'll also need to know whether the car is registered or owned in another person's name and if it has been modified.

WHENEVER YOU CHANGE CAR OR ACQUIRE A NEW CAR YOU MUST OBTAIN A COVER NOTE OR NEW CERTIFICATE OF INSURANCE BEFORE THE VEHICLE IS DRIVEN. OTHERWISE, COVER WILL NOT BE EFFECTIVE. YOU MUST ALSO RETURN THE OLD CERTIFICATE TO YOUR BROKER OR USUAL INSURANCE ADVISER.

YOU WANT TO CHANGE DRIVERS

Your policy shows who you have named to drive your car. If you wish to change any of the names, please contact your broker or usual Insurance Adviser straight away to enable us to make the necessary changes.

YOU CHANGE ADDRESS

Please contact your broker or usual Insurance Adviser with full details of your new address including the full postcode as soon as you know them. We also need to know whether your car will be garaged or not at your new address (if not where you will keep it) and the date of your move. We will then be able to advise any change in premium and update your policy.

YOUR HEALTH CHANGES

Please contact your broker or usual Insurance Adviser if any driver's health changes. If health circumstances change it is a condition of the policy that we are notified.

OTHER CHANGES IN CIRCUMSTANCES

As a condition of the policy we should be notified of any changes. Examples would be if you or any other named driver have been convicted of a motoring offence; a change in use of your car, e.g. any business use; or any modification to the car itself that may affect its performance. This is not an exhaustive list and should you be in any doubt please contact your broker or usual Insurance Adviser.

Other useful points...

HOW DOES NO CLAIM DISCOUNT WORK

You earn No Claim Discount for each year of claim free driving, increasing annually up to a maximum of 4 years, which gives a 60% discount from your base premium. A single at-fault claim (or not at-fault claim if we cannot recover our losses in full from the other person's insured) reduces your 60% No Claim Discount to 40% and 2 such claims will reduce your discount to nil.

However, if you have chosen to take No Claim Discount protection cover then your hard earned 60% discount will not be affected unless you have more than 2 at-fault claims in 5 years. Windscreen breakage claims do not count.

DRIVING OTHER PEOPLES CARS

Your policy entitles you as Policyholder to drive other cars but the cover is restricted to liability to third parties and does not provide cover for damage to the car itself.

While this limited form of cover can be very useful in an emergency, if you are proposing to drive someone else's car regularly then you should be named on their insurance policy.

PARKED CARS

Never leave young children or animals in an unattended car. If a window or sunroof is left open, you run the risk of theft, but with these closed there is the danger of suffocation or heat exhaustion.

WHAT TO DO IF YOU WANT TO LAY YOUR CAR UP

If you want to take your car off the road e.g. for repairs or renovation, then you should contact your broker or usual Insurance Adviser who will be able to recommend what course of action to take. It may be advisable to lay your car up on a temporary basis rather than cancel your policy.

IF YOU ARE USING YOUR CAR FOR TOWING

Your policy provides cover for any legal liabilities which arise while towing, but it doesn't provide any cover for damage to the items being towed. Therefore you will need to arrange separate cover for your trailer, boat or caravan if you require damage cover. If you are taking your trailer, boat or caravan abroad and you have requested a Green Card please let your broker or usual Insurance Adviser know so that it can be included in your Green Card.

Have you thought about LawCare?

Even the most experienced driver can be involved in an accident. Unfortunately accidents can be both costly and particularly frustrating if they are not your fault.

However, even if you are blameless you could still be out of pocket for costs such as:

- Your policy excess
- Cost of car hire or alternative transport
- Loss of earnings
- Compensation for personal injury.

As a further service to our customers we have arranged through Parabis Limited, a service which will make all reasonable efforts on your behalf to recover the above expenses following a motor accident which is not your fault. The Legal Costs involved in pursuing such a claim are covered up to £50,000.

With LawCare, you also have immediate and confidential access by phone to a team of legal consultants who will give you advice and guidance on any private legal matter.

This valuable service is available for a few extra pence per month. If you have not already taken advantage of this option and now wish to do so, please contact your broker or usual Insurance Adviser.

MotorShield Policy

This is **Your MotorShield Policy**.

This policy (and the Schedule, which forms an integral part of the policy) is a legal contract. Please examine it thoroughly to ensure it meets your requirements. If it does not please advise your insurance adviser immediately.

You are required to inform us immediately of any facts or changes that we would take into account in our assessment or acceptance of this insurance. Failure to do so may invalidate your Policy or result in certain covers not operating fully. If you are in any doubt as to whether a fact is material or not, please contact your insurance adviser.

Your Schedule shows which covers are in force. **You** should read it carefully along with **Your** policy book, **Your Certificate of Insurance** and any **Endorsements**. *You should also pay particular attention to the Conditions and Exclusions on pages 33-40 of this policy book. These apply to every MotorShield Section.* If **Your Policy** is amended by any **Endorsement**, **We** will notify **You** in writing.

Definitions

Any word defined below will carry the same meaning wherever it is shown in Your Policy in bold print.

DEFINITIONS are listed in alphabetical order.

AUDIO-VISUAL AND COMMUNICATION EQUIPMENT

A radio, cassette, compact disc player or other audio equipment; a phone or other communication equipment; navigation equipment, and television or other visual entertainment equipment including video cassette recorders, DVD players and games consoles. These items must be permanently fitted to the **Motor Car**.

BRITISH ISLES

- a the Isle of Man
- b Great Britain
- c Northern Ireland
- d the Channel Islands
- e transit by water, rail or air within or between any of these territories, provided this transit is by a commercial carrier

CAUSE OF ACTION

The occurrence of an event during the **Period of Insurance** within the **Territorial Limits** and which causes:

- a accidental loss of or accidental damage to the **Motor Car** or an attached **Trailer**
- b accidental loss of or accidental damage to any personal property while it is in or on the **Motor Car** or an attached **Trailer** and:
 - (i) which belongs to a **Permitted User** or
 - (ii) for which a **Permitted User** is legally responsible
- c accidental bodily injury to a **Permitted User** while:
 - (i) in the **Motor Car** or
 - (ii) getting into or out of the **Motor Car**

Where there is a series or continuance of events, the relevant date of the **Cause of Action** will be that of the first event

THE CONDITIONS AND EXCLUSIONS WHICH APPLY TO YOUR WHOLE POLICY ARE SHOWN ON PAGES 33-40.

Definitions

CERTIFICATE OF INSURANCE

The document which provides evidence that an insurance contract is in force which satisfies the requirements of the **Road Traffic Acts**

MORE INFORMATION

Your Certificate of Insurance:

- a has the same number as **Your Policy**
- b shows who may drive the **Motor Car**
- c shows the uses to which the **Motor Car** can be put
- d shows the uses to which the **Motor Car** cannot be put

COURT OF SUMMARY JURISDICTION

A Magistrates Court or a court of equivalent jurisdiction in the **Territorial Limits**

CURRENT LIST PRICE

The cost (including taxes and delivery) of replacing the **Motor Car** with a new car of the same make and model as advertised by the manufacturer

DEFINED ORGANISATION

- a A motor garage or other similar motor trade business not belonging to **You** which has custody of the **Motor Car** for any of the following purposes:
 - (i) maintenance
 - (ii) repair
 - (iii) testing
 - (iv) servicing
- b a hotel or restaurant or similar establishment not belonging to **You** which has custody of the **Motor Car** solely for the purpose of parking

EMERGENCY TREATMENT FEES

Payment for charges prescribed by the **Road Traffic Acts** for emergency medical assistance following a road traffic accident involving a car which **We** cover

THE CONDITIONS AND EXCLUSIONS WHICH APPLY TO YOUR WHOLE POLICY ARE SHOWN ON PAGES 33-40.

Definitions

ENDORSEMENT

An amendment to **Your Policy**

EXCESS

The amounts shown in this policy book and **Your Schedule** which **You** pay for any one incident resulting in a claim

LEGAL EXPENSES

- a Legal fees and
- b other expenses

reasonably and properly incurred by a **Permitted User** in connection with **Legal Proceedings** including:

- (i) payments made by the **Legal Personal Representative** on the **Permitted User's** behalf
- (ii) costs which the **Permitted User** is required to pay by the order of a court, tribunal, arbitrator or by agreement with **Parabis**

LEGAL PERSONAL REPRESENTATIVE

The advocate or other appropriately qualified person or firm appointed to act for a **Permitted User**

LEGAL PROCEEDINGS

- a Civil
- b tribunal and
- c arbitration

proceedings and any resulting appeals issued within the **Territorial Limits** arising out of a **Cause of Action**

LICENCE HOLDER

A person who:

- a holds a licence to drive a car or
- b has previously held a licence to drive a car and is not presently disqualified from obtaining another licence

THE CONDITIONS AND EXCLUSIONS WHICH APPLY TO YOUR WHOLE POLICY ARE SHOWN ON PAGES 33-40.

Definitions

MARKET VALUE

The cost of replacing the **Motor Car** with a car of the same:

- a make, model and
- b pre-loss or damage condition, specification, mileage and age

MEDICAL EXPENSES

Costs for medical treatment which are reasonably incurred by a **Permitted User** following accidental bodily injury sustained in direct connection with the **Motor Car** while:

- a in the **Motor Car** or
- b getting into or out of the **Motor Car**

MOTOR CAR

The vehicle shown:

- a against Description of Vehicles in **Your Certificate of Insurance** and/or
- b in **Your Schedule**

and in respect of which details have been notified to and accepted by **Us**, and including its spare parts, accessories, windscreen and windows, but excluding **Audio-Visual and Communication Equipment** and any **Trailer**

MORE INFORMATION

Where **We** use the word 'car' on its own **We** refer to any car including the **Motor Car**

NO CLAIM DISCOUNT

A discount from **Your** premium in return for not making or having made a claim

NO CLAIM DISCOUNT PROTECTION

Cover against loss of **Your No Claim Discount**

THE CONDITIONS AND EXCLUSIONS WHICH APPLY TO YOUR WHOLE POLICY ARE SHOWN ON PAGES 33-40.

Definitions

OWNER

A person who:

- a owns a car or
- b has hired a car under a hire purchase agreement or
- c has leased a car under a vehicle leasing agreement

PARABIS

Parabis Limited
Peninsular House
30-36 Monument Street
London
EC3R 8NB

PERIOD OF INSURANCE

- a The duration of **Your Policy**, as shown on **Your Certificate of Insurance** and
- b any following period, but only if **We** accept **Your** renewal premium

PERMITTED DRIVER

Any person who:

- a is shown on **Your Certificate of Insurance** as being entitled to drive the **Motor Car** and
- b has **Your** permission to drive the **Motor Car**

PERMITTED USER

- a **You**
- b a **Permitted Driver**
- c any passenger whom **You** or a **Permitted Driver** have authorised to be in the **Motor Car**
- d any person who is using but not driving the **Motor Car** with **Your** permission

THE CONDITIONS AND EXCLUSIONS WHICH APPLY TO YOUR WHOLE POLICY ARE SHOWN ON PAGES 33-40.

Definitions

PERSONAL CLOTHING AND EFFECTS

Property which belongs to any **Permitted User**

POLICY

The documents consisting of:

- a **Your Proposal Form**
- b this policy book
- c **Your Schedule**
- d **Your Certificate of Insurance** and
- e any **Endorsements**

PROPOSAL FORM

The form signed by **You** which provides details of:

- a **You**
- b other **Permitted Drivers**
- c all material information relevant to the cover which **You** have requested

REPAIRER LOAN CAR

Any car which is supplied to **You** under an agreement between **Us** and a repairer while the **Motor Car** is being repaired by that repairer as a direct result of damage covered by **Your Policy**

ROAD TRAFFIC ACTS

Legislation which includes details of the minimum cover for which motor insurance is required in the Isle of Man or the **British Isles**

SCHEDULE

The document which describes:

- a **You**
- b **Permitted Drivers**
- c any details of **Your Policy** that are specific to **You**

THE CONDITIONS AND EXCLUSIONS WHICH APPLY TO YOUR WHOLE POLICY ARE SHOWN ON PAGES 33-40.

Definitions

TERRITORIAL LIMITS

- a The **British Isles**
- b any country which is a member of the European Union
- c Croatia Iceland Liechtenstein Norway and Switzerland.
- d transit by water or rail between or within any of these countries, provided that:
 - (i) the **Motor Car** is transported by a commercial carrier and
 - (ii) if by water, the route taken does not last more than 65 hours under normal circumstances

TERRORISM

Terrorism means using or threatening violence or action against people, property, business or everyday life for political, religious or ideological reasons.

THEFT

- a Theft
- b attempted theft
- c the taking away of the **Motor Car** without **Your** consent or the **Owner's** consent

TRAILER

A trailer which is properly constructed to be towed by a car

WE, US, OUR, INSURER

Tower Insurance Company Limited

YOU, YOUR, POLICYHOLDER, INSURED

Whoever is named as the Policyholder in:

- a **Your Schedule** and
- b **Your Certificate of Insurance**

THE CONDITIONS AND EXCLUSIONS WHICH APPLY TO YOUR WHOLE POLICY ARE SHOWN ON PAGES 33-40.

Section 1 – Loss or Damage to the Motor Car

A COMPREHENSIVE COVER

THIS COVER IS ONLY APPLICABLE IF YOUR SCHEDULE SHOWS THAT COMPREHENSIVE COVER IS IN FORCE

WHAT WE COVER

We cover loss of or damage to:

- a the **Motor Car**
- b the windscreen and/or windows of the **Motor Car**
- c **Audio-Visual and Communication Equipment** in the **Motor Car**
- d a **Repairer Loan Car** which is being used or driven in the **British Isles**

MAXIMUM AMOUNTS FOR WHICH WE PROVIDE COVER

- a in respect of the **Motor Car**, We provide cover up to the following maximum amounts:
 - (i) the **Market Value** or
 - (ii) £100,000 or any higher amount specified in **Your Schedule**whichever is the lower of (i) or (ii) shown above
- b in respect of **Audio-Visual and Communication Equipment**, We provide cover up to the following maximum amounts:
 - (i) £750 or
 - (ii) any higher amount specified in **Your Schedule**

CLAIM SETTLEMENT

Provided the loss or damage is covered under **Your Policy**, We will settle **Your** claim as explained below, subject to any **Policy** limits and any applicable **Excess**

a THE MOTOR CAR

Following loss of or damage to the **Motor Car** We will:

- (i) authorise repair or pay for repair to the damage where repair can be economically made
Where We have offered repair but You prefer a cash settlement, We will pay You an amount equal to the amount which We would have paid had the repair been made
- (ii) where the **Motor Car** is lost and not recovered or where repair cannot be economically made, We will pay the cost of replacing the **Motor Car** with a car of the same **Market Value**

THE CONDITIONS AND EXCLUSIONS WHICH APPLY TO YOUR WHOLE POLICY ARE SHOWN ON PAGES 33-40.

Section 1 – Loss or Damage to the Motor Car

b AUDIO-VISUAL AND COMMUNICATION EQUIPMENT, THE WINDSCREEN AND WINDOWS

Following loss of or damage to **Audio-Visual and Communication Equipment** and/or the windscreen and/or windows **We** will:

- (i) authorise repair or pay for repair to the damage where repair can be economically made
- (ii) arrange replacement with similar property of equivalent pre-loss or damage quality and value where the property is lost and not recovered or where repair cannot be economically made

Where **We** have offered repair or replacement but **You** prefer a cash settlement, **We** will pay **You** an amount equal to the amount which **We** would have paid had repair or replacement been made

- (iii) pay the cost of replacement with similar property of equivalent pre-loss or damage quality and value where **We** are unable to arrange economic replacement

c REPAIRER LOAN CAR

Following loss of or damage to a **Repairer Loan Car**, **We** will settle the claim:

- (i) under **Your Policy**
- (ii) with the repairer and
- (iii) subject to the terms of any agreement with the repairer relating to the **Repairer Loan Car** which **You** may sign before **You** take custody of the **Repairer Loan Car**

B COVER FOR FIRE AND THEFT ONLY

THIS COVER IS ONLY APPLICABLE IF YOUR SCHEDULE SHOWS THAT THIRD PARTY FIRE AND THEFT COVER IS IN FORCE

WHAT WE COVER

We cover loss or damage caused by fire, lightning, explosion and **Theft** to:

- a the **Motor Car**
- b the windscreen and/or windows of the **Motor Car**
- c **Audio-Visual and Communication Equipment** in the **Motor Car**

MAXIMUM AMOUNTS FOR WHICH WE PROVIDE COVER

See 'MAXIMUM AMOUNTS FOR WHICH WE PROVIDE COVER' under Part A **COMPREHENSIVE COVER** of this Section

CLAIM SETTLEMENT

See 'CLAIM SETTLEMENT' under Part A **COMPREHENSIVE COVER** of this Section

THE CONDITIONS AND EXCLUSIONS WHICH APPLY TO YOUR WHOLE POLICY ARE SHOWN ON PAGES 33-40.

Section 1 – Loss or Damage to the Motor Car

C EXTENSION OF COVER

While the **Motor Car** is in the custody of a **Defined Organisation** the following Exclusions and **Endorsements** do not apply:

- a Exclusions 1a and 2 of this Section
- b Section 6 – ‘Exclusions Which Apply to Your Whole Policy’, Part B **USE AND DRIVING WHICH WE DO NOT COVER**, Paragraphs a and c
- c Section 7 – ‘Endorsements Which Apply to Your Whole Policy’, **Endorsement 4** – ‘Exclusion of Damage Cover for Unnamed Drivers under 25’ and **Endorsement 5** – ‘Exclusion of Damage Cover for Unnamed Drivers under 30’ if applicable

D RECOVERY AND REDELIVERY

Provided the loss or damage is covered under **Your Policy**, **We** will pay the reasonable cost of:

- a protection of the **Motor Car** and removal of the **Motor Car**, if it cannot be driven, to the nearest repairer
- b delivery of the **Motor Car** after its repair or recovery to **Your** address in the **British Isles**

E HIRING AND OTHER AGREEMENTS

If **We** know that the **Motor Car** is the subject of a:

- a hire purchase agreement or
- b vehicle leasing agreement or
- c other agreement

We will pay:

- (i) the person or
- (ii) the organisation

requiring payment under the terms of the agreement and their receipt of the payment will be a discharge of any claim under this Section

THE CONDITIONS AND EXCLUSIONS WHICH APPLY TO YOUR WHOLE POLICY ARE SHOWN ON PAGES 33-40.

Section 1 – Loss or Damage to the Motor Car

F NEW CAR COVER

THIS COVER IS ONLY APPLICABLE IF YOUR SCHEDULE SHOWS THAT COMPREHENSIVE COVER IS IN FORCE

If the **Motor Car** is less than one year old from the date of the initial registration at the time when it is:

- a totally destroyed or
- b lost and not recovered or
- c damaged and the cost of repair would exceed 60% of its **Current List Price** immediately before the accident

We will replace the **Motor Car** with a new car of the same make and model provided that:

- (i) the **Motor Car** was purchased new by **You** and belongs to **You** or is supplied to **You** under a hire purchase agreement and
- (ii) a new car of the same make and model is currently available for sale in the **British Isles** and
- (iii) the total additional amount payable above the **Motor Car's Market Value** does not exceed £5,000

THE CONDITIONS AND EXCLUSIONS WHICH APPLY TO YOUR WHOLE POLICY ARE SHOWN ON PAGES 33-40.

Section 1 – Loss or Damage to the Motor Car

EXCLUSIONS TO SECTION 1

- 1 In respect of each and every occurrence:
- a **You** must pay the **Excess** shown below in respect of any claim for loss or damage if the **Motor Car** is being driven by or is in the charge of a person who is:
- | | |
|---|------|
| (i) under 21 years of age | £300 |
| (ii) under 25 years but not under 21 years of age | £150 |
| (iii) 25 years of age or more but holds a provisional licence or has held a full licence to drive a car for less than 12 months | £150 |
- This Exception does not apply to loss or damage:
- 1 caused by fire, lightning, explosion or **Theft**
 - 2 to the windscreen and/or windows where this is the only damage to the **Motor Car** other than scratching of bodywork resulting from the breakage
- b **We** do not cover:
- (i) loss of value following repair
 - (ii) loss of use, depreciation, wear and tear
 - (iii) damage to tyres caused by braking or by punctures, cuts or bursts
 - (iv) mechanical, electrical, electronic, computer failure or breakdown or breakage
 - (v) loss or damage if the **Motor Car** has not been locked, the windows are left open; or the key to the **Motor Car** or anything else which replaces a key (such as a special card) is left in, on or about the **Motor Car** while it is unattended or unoccupied
 - (vi) loss or damage resulting from the **Motor Car** being taken, without **Your** permission, by **Your** husband or wife, **Your** boyfriend or girlfriend, **Your** children, anyone who normally lives with **You**, or a member of **Your** family
- c **We** do not cover loss by deception
- d **We** do not cover loss of or damage to **Audio-Visual and Communication Equipment** unless it is permanently fitted to the **Motor Car**
- e **You** must pay a £40 **Excess** in respect of:
- (i) any claim which is solely for the replacement (but not repair) of glass in the windscreen and/or windows of the **Motor Car**
 - (ii) any claim for any repairs to the bodywork resulting from the breakage

THE CONDITIONS AND EXCLUSIONS WHICH APPLY TO YOUR WHOLE POLICY ARE SHOWN ON PAGES 33-40.

Section 1 – Loss or Damage to the Motor Car

- f **You** must pay a £100 **Excess** in respect of any claim for loss or damage caused by **Theft** under this Section other than:
- (i) damage to the windscreen and/or windows where this is the only damage to the **Motor Car** other than scratching of bodywork resulting from the breakage, provided the **Policy** cover is shown as Comprehensive in **Your Schedule**
 - (ii) loss or damage occurring within a private locked garage
 - (iii) loss or damage occurring as a result of the **Motor Car** being taken from a private locked garage
- g **We** do not cover loss of or damage to any car which is being driven under the terms of Section 2 – ‘Liability to Third Parties’, Sub-Section 1A **COVER IF YOU ARE DRIVING**, Paragraph (ii)
- 2 If **You** are under 25 years of age, **We** do not cover any claim for loss of or damage while the **Motor Car** is being driven by or is in the charge of any other person under 25 years of age unless that person is named in **Your Schedule**
- This Exception does not apply to loss or damage:
- a caused by fire, lightning, explosion or **Theft**
 - b to the windscreen and/or windows where this is the only damage to the **Motor Car** other than scratching of bodywork resulting from the breakage

THE CONDITIONS AND EXCLUSIONS WHICH APPLY TO YOUR WHOLE POLICY ARE SHOWN ON PAGES 33-40.

Section 2 – Liability to Third Parties

SUB-SECTION 1A COVER IF YOU ARE DRIVING

We cover **You** if **You** are legally responsible for:

- killing or injuring someone; or
- damaging property (**We** will pay up to £20,000,000 for any claim or claims arising from one incident);

arising out of the use of or caused by:

- (i) the **Motor Car** or a **Trailer** which is attached to the **Motor Car**
- (ii) any car other than the **Motor Car** which **You** are driving in the **British Isles** and/or any **Trailer** which is attached to the car while it is being driven in the **British Isles** provided that:
 - 1 **You** are not the **Owner** of the car and
 - 2 the car is not the property of or in the custody or control of a company or firm of motor traders of which **You** are a director or employee and
 - 3 the car is not in **Your** custody or control as part of **Your** business as a motor trader
- (iii) a **Repairer Loan Car** which is being used or driven in the **British Isles**

SUB-SECTION 1B COVER FOR LEGAL FEES, COSTS AND EXPENSES

We cover **You** in respect of claims under Sub-Section 1A

COVER IF YOU ARE DRIVING for:

- a advocates' or solicitors' fees for representation at any:
 - (i) Coroner's Inquest or
 - (ii) Fatal Inquiry or
 - (iii) **Court of Summary Jurisdiction**
- b the costs of defence against a charge of:
 - (i) manslaughter or
 - (ii) causing death by dangerous driving
- c other legal fees, costs and expenses incurred with **Our** written consent

THE CONDITIONS AND EXCLUSIONS WHICH APPLY TO YOUR WHOLE POLICY ARE SHOWN ON PAGES 33-40.

Section 2 – Liability to Third Parties

SUB-SECTION 2 COVER FOR OTHER PEOPLE

We cover the following people for legal liabilities to others in the same way that **We** cover **You** under Sub-Section 1A [COVER IF YOU ARE DRIVING] (except for Paragraph (ii)) and Sub-Section 1B [COVER FOR LEGAL FEES, COSTS AND EXPENSES]:

- a any **Permitted Driver**
- b any person whom **You** permit to use (but not drive) the **Motor Car** for social, domestic and pleasure purposes
- c any passenger in the **Motor Car**
- d **You** and/or **Your** spouse's employer or business partner provided that:
 - (i) the employer or business partner is not the **Owner** of the **Motor Car** and
 - (ii) **Your Certificate of Insurance** permits the use to which the **Motor Car** is put and
 - (iii) the **Motor Car** is not hired to either the employer or business partner

SUB-SECTION 3 COVER IN THE EUROPEAN UNION

We provide cover to satisfy the legal minimum insurance requirements of the following countries, including legal fees, costs and expenses incurred with **Our** written consent, while the **Motor Car** or an attached **Trailer** is in any of these countries:

- a any country which is a member of the European Union
- b any country:
 - (i) which agrees to meet European Commission Directives on motor insurance and
 - (ii) of which the European Commission is satisfied that arrangements have been made to meet the requirements of these Directives

SUB-SECTION 4 OUR RIGHT TO RECOVER PAYMENT

If **We** make any payment under this Section:

- a solely because of the requirements of any law and
- b which **We** would not have paid under the terms of **Your Policy** if that law had not required **Us** to make the payment

You will be obliged to repay to **Us** any such payment

THE CONDITIONS AND EXCLUSIONS WHICH APPLY TO YOUR WHOLE POLICY ARE SHOWN ON PAGES 33-40.

Section 2 – Liability to Third Parties

EXCLUSIONS TO SECTION 2

We do not cover:

- a the legal liability of any person who is driving unless that person is a **Licence Holder**
- b the legal liability of any person:
 - (i) who is not driving but
 - (ii) who is claiming coverif that person knows that the driver is not a **Licence Holder**
- c the legal liability of any person other than **You** if that person is entitled to cover under any other insurance policy
- d loss of or damage:
 - (i) to the **Motor Car** and/or any car which is being driven under the terms of Sub-Section 1A **[COVER IF YOU ARE DRIVING]**, Paragraph (ii)
 - (ii) to any property which is owned by or in the custody of the person who is making a claim under this Section
- e death of or bodily injury to any person arising out of that person's employment except as required by any road traffic legislation
- f any legal liability in connection with any car of which the employer or partner of **You** or **Your** spouse is the **Owner** or to whom it is hired if there is any other insurance policy covering the same legal liability
- g any legal liability, except as required by any road traffic legislation, which arises from the use of any car which **We** cover under this Section while it is on any part of any commercial or military airport or airfield provided for:
 - (i) the take-off, landing or movement of aircraft on the ground
 - (ii) aircraft parking, including any associated service roads, refuelling areas, ground equipment, parking areas, aprons, maintenance areas and hangars
- h **We** will not be liable for any consequence of **Terrorism** unless **We** have to meet the requirements of any road traffic legislation

THE CONDITIONS AND EXCLUSIONS WHICH APPLY TO YOUR WHOLE POLICY ARE SHOWN ON PAGES 33-40.

Section 3 – Additional Benefits

A PERSONAL ACCIDENT COVER

THIS COVER IS ONLY APPLICABLE IF YOUR SCHEDULE SHOWS THAT COMPREHENSIVE COVER IS IN FORCE

We will pay the benefit below if **You** and/or **Your** spouse are accidentally injured while in any car or getting into or out of any car, provided that this injury is sustained in direct connection with the car and is the sole independent cause within 3 months of the accident of any one of the following:

1	death	£5,000
2	total and irrecoverable loss of sight of one or both eyes	£5,000
3	total loss of one or more limbs by physical separation at or above the wrist or ankle or permanent loss of use of one or both hands or legs	£5,000

We will pay this benefit to **You** or **Your** spouse

EXCLUSIONS TO PART A – PERSONAL ACCIDENT COVER

We do not provide cover:

- a for death or injury sustained while driving or travelling in a 3 wheeled car
- b if any person who is claiming benefit or for whom it is claimed was convicted in direct connection with the accident under:
 - (i) any drink-driving legislation or any amending legislation which is in force in the **Territorial Limits** or in any other country
 - (ii) any legislation relating to driving while under the influence of drugs which is in force in the **Territorial Limits** or in any other country

No cover will be provided if a deceased person for whom benefit is claimed was driving at the time of the accident and was found to have had a higher level of alcohol or drugs in the blood than is prescribed in any legislation referred to in (i) or (ii) above

- c for more than one benefit in respect of death of or bodily injury to any one person in respect of any one incident

B MEDICAL EXPENSES

THIS COVER IS ONLY APPLICABLE IF YOUR SCHEDULE SHOWS THAT COMPREHENSIVE COVER IS IN FORCE

We will pay up to an amount of £250 for **Medical Expenses** for any **Permitted User**

We will pay the above amount to **You**

THE CONDITIONS AND EXCLUSIONS WHICH APPLY TO YOUR WHOLE POLICY ARE SHOWN ON PAGES 33-40.

Section 3 – Additional Benefits

C PERSONAL CLOTHING AND EFFECTS

THIS COVER IS ONLY APPLICABLE IF YOUR SCHEDULE SHOWS THAT COMPREHENSIVE COVER IS IN FORCE

We cover loss of or damage to **Personal Clothing and Effects** which are in or on the **Motor Car**

We provide cover up to a maximum amount of £50 in respect of any one incident

Provided the loss or damage is covered under **Your Policy**, **We** will settle **Your** claim by making a cash settlement, subject to any applicable **Excess**

EXCLUSIONS TO PART C – PERSONAL CLOTHING AND EFFECTS

We do not cover:

- a money, stamps, tickets, documents, securities, promotional vouchers, lottery tickets, raffle tickets or Air Miles Vouchers
- b **Theft** of any **Personal Clothing and Effects** carried in the **Motor Car** if it is an open-top or convertible car unless the **Personal Clothing and Effects** are kept in either a:
 - (i) locked boot or
 - (ii) locked glove compartment
- c loss of or damage to any **Personal Clothing and Effects** carried in or on a **Trailer**

D FOREIGN USE

The cover as shown in **Your Schedule** applies throughout the **Territorial Limits** up to a maximum period of 60 days for any one visit outside the **British Isles** and the Republic of Ireland

This extension of cover does not apply to a **Repairer Loan Car** or to a car which is being driven under the terms of Section 2 – ‘Liability to Third Parties’ Sub-Section 1A **COVER IF YOU ARE DRIVING**, Paragraph (ii), where cover is restricted to the **British Isles**

If more than one **Motor Car** is covered by **Your Policy** the above time limit applies separately to each **Motor Car**

THE CONDITIONS AND EXCLUSIONS WHICH APPLY TO YOUR WHOLE POLICY ARE SHOWN ON PAGES 33-40.

Section 3 – Additional Benefits

E DELIVERY OF THE MOTOR CAR TO THE BRITISH ISLES

We cover the reasonable cost to return the **Motor Car** to **Your** address in the **British Isles** provided the **Motor Car** sustains loss or damage which is covered under **Your Policy** and

- a this loss or damage occurs within the **Territorial Limits** but outside the **British Isles** and
- b it is not possible to economically repair the **Motor Car** by the intended time of **Your** return to the **British Isles** or
- c following its loss the **Motor Car** is recovered after **Your** return to the **British Isles**

F PAYMENT OF CUSTOMS DUTY

We cover Customs Duty in respect of the **Motor Car** provided the **Motor Car** sustains loss or damage which is covered under **Your Policy** and

- a as a direct result of this loss or damage is temporarily imported into any countries within the **Territorial Limits** and
- b **You** have to pay Customs Duty in respect of the **Motor Car** as a direct result of this importation

G GENERAL AVERAGE CONTRIBUTION AND OTHER CHARGES

THIS COVER IS ONLY APPLICABLE IF YOUR SCHEDULE SHOWS THAT COMPREHENSIVE COVER IS IN FORCE

We cover **You** against **General Average Contribution, Salvage and Sue and Labour Charges**

THE CONDITIONS AND EXCLUSIONS WHICH APPLY TO YOUR WHOLE POLICY ARE SHOWN ON PAGES 33-40.

Section 4 – Other Clauses

A RALLIES, COMPETITIONS TRIALS AND TRACK USE

We will not cover loss of or damage to the **Motor Car** if it is used:

- in a rally;
- in a competition;
- in a motor trial;
- on a racetrack;
- an a circuit; or
- on a prepared course.

We will only provide insurance needed under road traffic law

B NO CLAIM DISCOUNT

Your No Claim Discount will be increased each year to the percentages shown below provided no incident occurs during the **Period of Insurance** which results in a claim:

NCD % AT POLICY START DATE OR PREVIOUS RENEWAL	NCD % FOLLOWING A CLAIM-FREE YEAR
60%	60%
50%	60%
40%	50%
30%	40%
Nil	30%

Your No Claim Discount will be reduced each year to the percentages shown below if an incident occurs during the **Period of Insurance** which results in a claim:

NCD % AT POLICY START DATE OR PREVIOUS RENEWAL	NCD % FOLLOWING A CLAIM OR CLAIMS	
	One Claim	Two or More Claims
60%	40%	Nil
50%	30%	Nil
40%	Nil	Nil
30%	Nil	Nil
Nil	Nil	Nil

THE CONDITIONS AND EXCLUSIONS WHICH APPLY TO YOUR WHOLE POLICY ARE SHOWN ON PAGES 33-40.

Section 4 – Other Clauses

Payment made for the following does not affect **Your No Claim Discount** entitlement:

a **Emergency Treatment Fees**

b breakage of glass in:

- (i) the windscreen and/or
- (ii) windows

where this is the only damage to the **Motor Car** other than any scratching of bodywork resulting from the breakage, provided the **Policy** cover is shown as Comprehensive in **Your Schedule**

C MORE THAN ONE MOTOR CAR INSURED

If **We** cover more than one **Motor Car** under **Your Policy** then Part B **NO CLAIM DISCOUNT** of this Section applies separately to each **Motor Car**

D EMERGENCY TREATMENT

We cover any **Permitted User** for legal liability for **Emergency Treatment Fees**

E CAR SHARING

If **You** accept any payment in respect of the **Motor Car** for giving lifts to passengers as part of a car sharing agreement for:

- a social purposes or
- b commuting, provided **Your Certificate of Insurance** covers this use

We do not regard this as carrying passengers for hire or reward or using the **Motor Car** for hiring, provided that:

- (i) the **Motor Car** is not constructed or adapted to carry more than eight passengers and a driver
- (ii) the passengers are not being carried in the course of a business of carrying passengers
- (iii) the total payments received for the journey do not involve any element of profit

THE CONDITIONS AND EXCLUSIONS WHICH APPLY TO YOUR WHOLE POLICY ARE SHOWN ON PAGES 33-40.

Section 5 – Conditions Which Apply to Your Whole Policy

A NOTIFICATION OF A CLAIM

You must notify any of the following to **Us** as soon as possible:

- a any incident which may give rise to a claim
- b civil or criminal proceedings

If there has been a **Theft You** must tell the Police as soon as possible

We may request **You** to provide all details in writing together with any supporting evidence which **We** may reasonably require

If any of the following documents are served on **You** or any other person in connection with any incident then they must be sent to **Us** as soon as possible:

- (i) writs
- (ii) summons
- (iii) other legal documents
- (iv) letters of claim
- (v) other correspondence

You must not answer any correspondence without **Our** written consent

We will not unreasonably withhold **Our** consent

B CONDUCT OF THE CLAIM

You must give **Us** whatever information or assistance **We** reasonably request

You must not:

- a admit
- b deny
- c negotiate or
- d promise to pay

any claim without **Our** written consent

We will not unreasonably withhold **Our** consent

C DATA PROTECTION NOTICE

Please read the following carefully as it contains important information relating to the details that you have given us. You should show this notice to any other party related to this insurance.

We are required to send you this information to comply with current Data Protection legislation. It explains how we may use your details and tells you about the systems we have in place that allow us to detect and prevent fraudulent applications and claims. The savings that we make help us to keep premiums and products competitive.

Section 5 – Conditions Which Apply to Your Whole Policy

All personal information supplied by **you** will be treated in confidence by Tower Insurance Company Ltd and the RSA Group of companies and will not be disclosed to any third parties except where **your** consent has been received or where permitted by law. In order to provide **you** with products and services this information will be held in data systems of the RSA Group of companies or **our** agents or subcontractors.

The RSA Group of companies may pass **your** personal data to other companies for processing on its behalf. Some of these companies may be based outside Europe in countries which may not have laws to protect **your** personal data, but in all cases the Group will ensure that it is kept securely and only used for the purposes for which **you** provided it. Details of the companies and countries involved can be provided to **you** on request.

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

- Share information about you with other organisations and public bodies including the Police;
- Check and/or file your details with fraud prevention agencies and databases, and if you give us false or inaccurate information and we suspect fraud, we will record this.

We and other organisations may also search these agencies and databases to:

- Help make decisions about the provision and administration of insurance, credit and related services for you and members of your household
- Trace debtors or beneficiaries, recover debt, prevent fraud and to manage your accounts or insurance policies;
- Check your identity to prevent money laundering, unless you furnish us with other satisfactory proof of identity;
- Undertake credit searches and additional fraud searches.

We can supply on request further details of the databases we access or contribute to (see below).

Claims History

Insurers pass information to the Claims and Underwriting Exchange Register, run by Insurance Database Services Ltd (IDS Ltd) and the Motor Insurance Anti-Fraud and Theft Register, run by the Association of British Insurers (ABI).

The aim is to help us to check information provided and also to prevent fraudulent claims. When we deal with a request for insurance, we may search these registers.

Under the conditions of your policy, you must tell us about any incident (such as an accident or 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 registers.

Section 5 – Conditions Which Apply to Your Whole Policy

We may search these databases when you apply for insurance, in the event of any incident or claim, or at time of renewal to validate your claims history or that of any other person or property likely to be involved in the policy or claim.

How to contact the Data Protection Liaison Officer

On payment of a small fee you are entitled to receive a copy of the information we hold about you. If you have any questions, or you would like to find out more about this notice you can write to

The Data Protection Liaison Officer

Tower Insurance, P.O. Box 27, Jubilee Buildings, 1 Victoria Street, Douglas, Isle of Man IM99 1BF

D ALTERATION IN RISK

You must tell **Us** immediately about any change in risk which could affect **Your Policy**. For example, **You** must tell **Us** if any of the following happens.

- **You** or any other **Driver** has been convicted of any motoring offence including Fixed Penalty Offences.
- **You** or any other **Driver** has been convicted of a criminal offence or have any possible prosecutions outstanding.
- The main **driver** of the **Motor car** changes.
- The registered keeper or owner of the **Motor car** changes.
- The number of vehicles in **Your** family changes.
- You get an extra car or change the **Motor Car** for another one.
- Any modifications are made to the **Motor Car**.
- **You** change the place where **You** usually keep the **Motor Car**.
- Any **Driver** develops a health condition which may affect their driving.

This is not a full list. If you are not sure whether to report any change, please speak to **Us**.

We may re-assess **Your** cover and premium as a result of any important information **You** give **Us**.

Failure to disclose all material information may result in:

- (i) the wrong terms being quoted
- (ii) a claim being rejected or reduced
- (iii) **Your Policy** being Invalid

Section 5 – Conditions Which Apply to Your Whole Policy

E LOOKING AFTER THE MOTOR CAR

You must take all reasonable precautions to keep the **Motor Car** in a roadworthy condition

You must ensure that reasonable precautions are taken at all times to safeguard the **Motor Car** from loss or damage

F ANNUAL PREMIUM CANCELLATION

You may cancel **Your Policy** by giving **Us** written instructions and returning **Your** current **Certificate of Insurance** to **Us**

If **You** cancel **Your Policy** **We** will give **You** a full refund of premium for any unexpired period of cover when **We** receive **Your** current **Certificate of Insurance**

We may cancel **Your Policy** and if **We** do **We** will:

- a write to **You** at **Your** last known address (and in the case of Northern Ireland to the Department of the Environment for Northern Ireland) confirming that all cover will cease 14 days after the date of **Our** letter
- b give **You** a full refund of premium for the unexpired period of cover

You must return **Your** current **Certificate of Insurance** to **Us** if **We** cancel **Your Policy**

G MONTHLY PREMIUM CANCELLATION

You may cancel **Your Policy** by giving **Us** written instructions and returning **Your** current **Certificate of Insurance** to **Us**

You should also instruct **Your** Bank or Building Society to cancel **Your** Direct Debit arrangement

We may cancel **Your Policy**

If **We** cancel **Your Policy** or **Your Policy** is cancelled because **Your** Bank, Building Society is not prepared to honour **Your** Direct Debit arrangement, **We** will write to **You** at **Your** last known address (and in the case of Northern Ireland to the Department of the Environment for Northern Ireland) confirming that all cover will cease 14 days after the date of **Our** letter

You must return **Your** current **Certificate of Insurance** to **Us** if **We** cancel **Your Policy**

If **Your Policy** is cancelled either by **You** or **Us**, **We** will stop applying for **Your** monthly premium

H OTHER INSURANCE

Where a claim is covered under **Your Policy**, and this claim is covered by any other insurance, **We** will only pay **Our** rateable proportion

Section 5 – Conditions Which Apply to Your Whole Policy

I SUBROGATION

Before or after **We** pay a claim under **Your Policy**, **You** or any other **Permitted User** making a claim must, if **We** or **Parabis** ask:

- a take or
- b allow **Us** or **Parabis** to take in **Your** name or the name of the **Permitted User** all the steps needed to enforce **Your** rights or those of the **Permitted User** against any other person, including the defence or settlement of any claim or the pursuit of a claim in any person's name

We will pay any reasonable costs and expenses involved

J ACCESS TO THE MOTOR CAR

We will have free access to examine the **Motor Car** at all reasonable times

K FRAUDULENT APPLICATION FOR INSURANCE

We will not pay benefits or arrange help if:

- any part of **Your** application for this insurance: or
- any further changes **You** ask for under this **Policy**;
- are deliberately or negligently fraudulent.

For example, this could include:

- not telling **Us** about motoring or criminal convictions;
- not telling **Us** about previous accidents or losses, even if a claim was not made;
- not telling **Us** about modifications to the **Motor Car**;
- giving **Us** false information about who is the registered keeper or owner of the **Motor Car**; or
- giving **Us** false information about the true number of vehicles in **Your** family.

This is not a full list.

L LAW APPLICABLE

Unless the parties have agreed otherwise in writing any dispute concerning the interpretation of the Policy shall be governed and construed in accordance with Manx law and shall be resolved within the non-exclusive jurisdiction of the courts of the Isle of Man.

Section 6 – Exclusions Which Apply to Your Whole Policy

A NOTIFICATION OF A CHANGE OF MOTOR CAR

We do not cover a car unless:

- a **We** already have details of this car and have accepted them or
- b **You** are driving a car under the terms of Section 2 – ‘Liability to Third Parties’ Sub-Section 1A [COVER IF YOU ARE DRIVING], Paragraph (ii) or
- c **You** are driving a **Repairer Loan Car**

B USE AND DRIVING WHICH WE DO NOT COVER

We do not cover any claim under any Section of **Your Policy** occurring while a car which **We** cover is being:

- a used with **Your** permission but is being driven or used outside the circumstances defined in **Your Certificate of Insurance**
- b driven by **You** unless **You** are a **Licence Holder**
- c driven with **Your** permission by any person:
 - (i) who is not permitted to drive in **Your Certificate of Insurance** or
 - (ii) who **You** know is not a **Licence Holder**

Paragraphs a and c above of this Exception do not apply in respect of claims under Section 1 – ‘Loss or Damage to the Motor Car’ when the **Motor Car** is in the custody of a **Defined Organisation**

C LIABILITY WHICH RESULTS FROM AN AGREEMENT

We do not cover any liability which solely results from an agreement

Section 6 – Exclusions Which Apply to Your Whole Policy

D RADIOACTIVE CONTAMINATION

We do not cover any:

- a loss of or damage to any property
- b legal liability
- c expense
- d consequential loss or
- e bodily injury

which is directly or indirectly caused by or arising from or contributed to by:

- (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of any nuclear fuel
- (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of it

E WAR RISKS

We do not cover any:

- a loss of or damage to any property
- b legal liability
- c expense
- d consequential loss or
- e bodily injury

which is directly or indirectly caused by or arising from or contributed to by:

- (i) war, invasion, act of foreign enemy or hostilities (whether war is declared or not)
- (ii) civil war, rebellion, revolution, insurrection or military or usurped power except so far as is necessary to meet the requirements of the **Road Traffic Acts**

F RIOT AND CIVIL COMMOTION

We do not cover any consequence of riot or civil commotion occurring in Northern Ireland

We do not apply this Exception to Section 2 – ‘Liability to Third Parties’

Section 6 – Exclusions Which Apply to Your Whole Policy

G SONIC BANGS

We do not provide cover under Section 1 – ‘Loss or Damage to the Motor Car’ and Section 3 – ‘Additional Benefits’, Part C **PERSONAL CLOTHING AND EFFECTS** of **Your Policy** in respect of loss or damage which is caused by pressure waves from aircraft or other aerial devices travelling at sonic or supersonic speed

H POLLUTION

We do not cover loss or damage caused by pollution or contamination, unless the pollution or contamination is the direct result of a single incident which happens during the period of insurance. To qualify for cover, the incident must be sudden, identifiable, unintended and unexpected.

All pollution caused by one incident will be considered to have happened at the time that the incident took place.

This exception does not apply if **we** must provide cover under road traffic laws.

Section 7 – Endorsements Which Apply to Your Policy

These **Endorsements** apply only if the number set against them appears in **Your Schedule**

Endorsement 1 Exclusion of Driving other Vehicles

(The part of **Your** policy book amended by this **Endorsement** is Section 2 - 'Liability to Third Parties')

We do not provide any cover under **Your Policy** for driving any cars other than the **Motor Car** and therefore Section 2 - 'Liability to Third Parties', Sub-Section 1A COVER IF YOU ARE DRIVING, Paragraph (ii) does not apply

Endorsement 2 Cancellation of Personal Accident Benefit

(The part of **Your** policy book amended by this **Endorsement** is Section 3 - 'Additional Benefits')

We do not provide any cover under **Your Policy** in respect of Section 3 - 'Additional Benefits', Part A PERSONAL ACCIDENT COVER

Endorsement 3 Own Damage Excess

(The part of **Your** policy book amended by this **Endorsement** is Section 1 - 'Loss or Damage to the Motor Car')

In respect of each and every occurrence **You** must pay the **Excess** shown in **Your Schedule** in addition to the **Excess** shown against Exception 1a of Section 1 - 'Loss or Damage to the Motor Car' provided that:

- a if the name of any person or the description of any class of person is shown against this **Excess**, this **Endorsement** only applies while the **Motor Car** is being driven by or is in the charge of one of these persons
- b if the registration number of a **Motor Car** is shown against this **Excess**, this **Endorsement** only applies to that **Motor Car** and its **Audio-Visual and Communication Equipment**
- c this **Endorsement** does not apply to loss or damage caused by:
 - (i) fire
 - (ii) lightning
 - (iii) explosion
 - (iv) **Theft**
 - (v) breakage of glass in the windscreen and/or windows where this is the only damage to the **Motor Car** other than scratching of bodywork resulting from the breakage

THE CONDITIONS AND EXCLUSIONS WHICH APPLY TO YOUR WHOLE POLICY ARE SHOWN ON PAGES 33-40.

Section 7 – Endorsements Which Apply to Your Policy

Endorsement 4 Exclusion of Damage Cover for Unnamed Drivers under 25

(The part of **Your** policy book amended by this **Endorsement** is Section 1 - 'Loss or Damage to the Motor Car')

We do not provide any cover under **Your Policy** while the **Motor Car** is being driven by or is in the charge of any person under 25 years of age unless that person is named in **Your Schedule**

This **Endorsement** does not apply in respect of:

- a loss or damage caused by fire, lightning, explosion or **Theft**
- b breakage of glass in the windscreen and/or windows where this is the only damage to the **Motor Car** other than scratching of bodywork resulting from the breakage
- c loss or damage which occurs while the **Motor Car** is in the custody of a **Defined Organisation**

If more than one **Motor Car** is covered by **Your Policy** this **Endorsement** applies only to the **Motor Car** shown in **Your Schedule** against this **Endorsement**, together with its **Audio-Visual and Communication Equipment**

Endorsement 5 Exclusion of Damage Cover for Unnamed Drivers under 30

(The part of **Your** policy book amended by this **Endorsement** is Section 1 - 'Loss or Damage to the Motor Car')

We do not provide any cover under **Your Policy** while the **Motor Car** is being driven by or is in the charge of any person under 30 years of age unless that person is named in **Your Schedule**

This **Endorsement** does not apply in respect of:

- a loss or damage caused by fire, lightning, explosion or **Theft**
- b breakage of glass in the windscreen and/or windows where this is the only damage to the **Motor Car** other than scratching of bodywork resulting from the breakage
- c loss or damage which occurs while the **Motor Car** is in the custody of a **Defined Organisation**

If more than one **Motor Car** is covered by **Your Policy** this **Endorsement** applies only to the **Motor Car** shown in **Your Schedule** against this **Endorsement**, together with its **Audio-Visual and Communication Equipment**

THE CONDITIONS AND EXCLUSIONS WHICH APPLY TO YOUR WHOLE POLICY ARE SHOWN ON PAGES 33-40.

Section 7 – Endorsements Which Apply to Your Policy

Endorsement 6 Reduction of Young/Inexperienced Driver Excess

(The part of **Your** policy book amended by this **Endorsement** is Section 1 - 'Loss or Damage to the **Motor Car**', Exception 1a)

Option A

The amount shown in Exception 1a(i) of Section 1 – 'Loss or Damage to the **Motor Car**' is reduced to £50

The amount shown in Exception 1a(ii) and 1a(iii) of Section 1 – 'Loss or Damage to the **Motor Car**' is reduced to Nil

Option B

The amount shown in Exception 1a(i) of Section 1 – 'Loss or Damage to the **Motor Car**' is reduced to Nil

The amount shown in Exception 1a(ii) and 1a(iii) of Section 1 – 'Loss or Damage to the **Motor Car**' is reduced to Nil

Endorsement 7 Exclusion of Loss or Damage caused by Malicious Damage or Theft

(The parts of **Your** policy book amended by this **Endorsement** are Section 1 - 'Loss or Damage to the **Motor Car**' and Section 3 - 'Additional Benefits' Part C (PERSONAL CLOTHING AND EFFECTS))

We do not provide any cover under **Your Policy** in respect of loss or damage caused by:

- a a malicious act
- b **Theft**

THE CONDITIONS AND EXCLUSIONS WHICH APPLY TO YOUR WHOLE POLICY ARE SHOWN ON PAGES 33-40.

Section 7 – Endorsements Which Apply to Your Policy

Endorsement 8 Section 1 Excess

(The part of **Your** policy book amended by this **Endorsement** is Section 1 - ‘Loss or Damage to the **Motor Car**’)

In respect of each and every occurrence **You** must pay the **Excess** shown in **Your Schedule** for any claim under Section 1 – ‘Loss or Damage to the **Motor Car**’

If the registration number of a **Motor Car** is shown against this **Excess**, this **Endorsement** only applies to that **Motor Car** and its **Audio-Visual and Communication Equipment**

This **Excess** is in addition to any **Excess** which **You** must pay because of Exception 1a of Section 1 – ‘Loss or Damage to the **Motor Car**’

Exclusions 1e and 1f of Section 1 – ‘Loss or Damage to the **Motor Car**’ are cancelled for the purpose of this **Endorsement**

Endorsement 9 Damage and Theft Excess

(The part of **Your** policy book amended by this **Endorsement** is Section 1 - ‘Loss or Damage to the **Motor Car**’)

In respect of each and every occurrence **You** must pay the **Excess** shown in **Your Schedule** for any claim under Section 1 – ‘Loss or Damage to the **Motor Car**’

If the registration number of a **Motor Car** is shown against this **Excess**, this **Endorsement** only applies to that **Motor Car** and its **Audio-Visual and Communication Equipment**

This **Excess** is in addition to any **Excess** which **You** must pay because of Exception 1a of Section 1 – ‘Loss or Damage to the **Motor Car**’

This **Excess** does not apply to loss or damage caused by breakage of glass in the windscreen and/or windows where this is the only damage to the **Motor Car** other than scratching of bodywork resulting from the breakage

Exception 1f of Section 1 is cancelled for the purposes of this **Endorsement**

THE CONDITIONS AND EXCLUSIONS WHICH APPLY TO YOUR WHOLE POLICY ARE SHOWN ON PAGES 33-40.

Section 8 – No Claim Discount Protection

THIS SECTION IS ONLY APPLICABLE IF YOUR SCHEDULE SHOWS THAT IT IS IN FORCE

Section 4 – ‘Other Clauses’, Part B **NO CLAIM DISCOUNT** and Part C **MORE THAN ONE CAR INSURED** are replaced by the following:

A NO CLAIM DISCOUNT PROTECTION

If **You** have selected **No Claim Discount Protection** then **Your No Claim Discount** will remain at 60% following up to two claims in five consecutive **Periods of Insurance**. **Your No Claim Discount** will be reduced to the percentages shown below following three or more claims in five consecutive **Periods of Insurance**.

PROTECTED NCD % AT POLICY START DATE OR PREVIOUS RENEWAL	NCD % AFTER 3 OR MORE CLAIMS IN 5 CONSECUTIVE PERIODS OF INSURANCE	
60%	Three Claims 40%	More Than Three Claims Nil

While **We** may review **Your Policy** cover and premium following a claim this will not affect **Your No Claim Discount Protection** unless there have been three or more claims in five consecutive **Periods of Insurance**.

Payment made for the following does not affect **Your No Claim Discount Protection**:

- a **Emergency Treatment Fees**
- b breakage of glass in:
 - (i) the windscreen and/or
 - (ii) windows

where this is the only damage to the **Motor Car** other than any scratching of bodywork resulting from the breakage

B MORE THAN ONE MOTOR CAR INSURED

If **We** cover more than one **Motor Car** under **Your Policy** then Part A **NO CLAIM DISCOUNT PROTECTION** of this Section applies separately to each **Motor Car**.

THE CONDITIONS AND EXCLUSIONS WHICH APPLY TO YOUR WHOLE POLICY ARE SHOWN ON PAGES 33-40.

Section 9 – LawCare

THIS SECTION IS ONLY APPLICABLE IF YOUR SCHEDULE SHOWS THAT LAW CARE COVER IS IN FORCE

A COVER WHICH WE PROVIDE UNDER THE LAW CARE SECTION

- a **Parabis** will use reasonable endeavours to recover uninsured losses for a **Permitted User** arising from a **Cause of Action**
- b **We** cover a **Permitted User** following a **Cause of Action** for **Legal Expenses** incurred by the **Permitted User** and the **Legal Personal Representative** in respect of the pursuit of **Legal Proceedings**

B CLAIM SETTLEMENT

We will pay up to £50,000 in total for all **Permitted Users** in respect of any one incident

THE CONDITIONS AND EXCLUSIONS WHICH APPLY TO YOUR WHOLE POLICY ARE SHOWN ON PAGES 33-40.

Section 9 – LawCare

C WHAT WE DO NOT COVER UNDER SECTION 9 – LAW CARE

- a **Parabis** will not attempt recovery of uninsured losses notified to **Us** or **Parabis** more than 180 days after the **Cause of Action** arose
- b **We** do not cover **Legal Expenses** in respect of **Legal Proceedings** where **We** or **Parabis** are notified of a claim under this Section more than 180 days after the **Cause of Action** arose
- c **We** do not cover **Legal Expenses** where the **Cause of Action** arose prior to the commencement of cover provided by this Section
- d **We** do not cover actions taken in constitutional, international or supranational courts or tribunals
- e **We** will not pay **Legal Expenses** for **Legal Proceedings** commenced by a **Permitted User** before the appointment of the **Legal Personal Representative** by **Parabis**
- f **We** do not cover amounts incurred before **We** or **Parabis** accept the claim in writing unless otherwise agreed by **Us** or **Parabis**
- g **We** do not cover any **Legal Expenses** incurred as a result of delays by a **Permitted User** which in **Parabis's** reasonable opinion are prejudicial to the case
- h **We** do not cover **Legal Expenses** which become payable as a result of the withdrawal from **Legal Proceedings** by a **Permitted User** without **Our** or **Parabis's** consent
We or **Parabis** will be entitled to recover from the **Permitted User** any sums paid during the course of the **Legal Proceedings** as a result of this withdrawal
- i **We** do not cover expenses of an expert witness unless **Parabis** have given written approval before the appointment of such witness
- j **We** do not cover any claim in respect of any **Legal Expenses** relating to any other party bringing a claim or counter claim against a **Permitted User**
- k **We** do not cover any claim by a **Permitted User** against:
 - (i) **Us**
 - (ii) RSA Insurance Group plc
 - (iii) subsidiaries of RSA Insurance Group plc
 - (iv) **Parabis**

THE CONDITIONS AND EXCLUSIONS WHICH APPLY TO YOUR WHOLE POLICY ARE SHOWN ON PAGES 33-40.

Section 9 – LawCare

CONDITIONS APPLICABLE TO SECTION 9 – LAW CARE

A ACTIONS AGAINST ANOTHER PERMITTED USER

If **You** are pursuing **Legal Proceedings** against another **Permitted User**, **We** will pay **Your Legal Expenses** and not those of the other **Permitted User**

If **Your Policy** is in joint names, **We** will regard the person whose name appears first in **Your Schedule** as **You** for the purpose of this Section

B INFORMATION ABOUT THE CLAIM

You must complete a claim form and forward it to **Us** at the address shown in **Your Schedule** as soon as **You** are aware of any claim

The **Permitted User** must keep **Parabis** informed of all developments connected with the claim including any offer or payment into court to settle the dispute

Parabis will have access to all information, documentation or evidence whether or not legally privileged

C REPRESENTATION

Having received notification from **You** of a claim, **Parabis** may:

- a make an investigation into the dispute and
- b attempt to achieve a fair settlement, using an external representative where they consider it necessary

The **Permitted User** has the right to nominate a solicitor or other appropriately qualified person or firm to act as an **Legal Personal Representative** in any **Legal Proceedings**

The advocate, solicitor, person or firm will be appointed by **Parabis** in the name of and on behalf of the **Permitted User**

In nominating the solicitor, person or firm to act as an **Legal Personal Representative** the **Permitted User** will be subject to the Common Law duty to mitigate the amount of **Legal Expenses**

Any dispute arising from the **Permitted User's** choice of the advocate, solicitor, person or firm to act as an **Legal Personal Representative** may be referred to Arbitration in accordance with Condition I

THE CONDITIONS AND EXCLUSIONS WHICH APPLY TO YOUR WHOLE POLICY ARE SHOWN ON PAGES 33-40.

Section 9 – LawCare

D CONFLICT OF INTEREST

If at any time during the conduct of the claim **We** or **Parabis** become aware of a potential conflict of interest, the **Permitted User**:

- a will be informed in writing and
- b has the right to nominate an advocate, a solicitor or other appropriately qualified person or firm to act as an **Legal Personal Representative** to take over the conduct of any action

The solicitor, person or firm will be appointed by **Parabis** in the name of and on behalf of the **Permitted User**

E CONTROL OF THE CLAIM

Parabis will have control of the claim, in consultation with the **Legal Personal Representative** and the **Permitted User** must follow their reasonable advice

The **Permitted User** must not commence **Legal Proceedings** without **Parabis's** written consent

Parabis will not unreasonably withhold their consent

The **Permitted User** will give proper assistance as soon as possible and co-operate fully with:

- a **Us**
- b **Parabis**
- c the **Legal Personal Representative** and
- d any counsel which has been appointed by the **Legal Personal Representative**

The **Permitted User** must keep **Parabis** or the **Legal Personal Representative** informed of all developments as soon as possible after these developments arise

If in any **Legal Proceedings** the **Permitted User's** claim is not successful and he or she intends to appeal then the **Permitted User** must notify **Parabis** or the **Legal Personal Representative** in writing not later than either:

- (i) 14 days before the time for making an appeal expires or
- (ii) as soon as possible where the period of appeal is 14 days or less

The **Legal Expenses** of the appeal are covered if **Parabis** and the **Legal Personal Representative** agree that there are reasonable prospects of such an appeal succeeding

THE CONDITIONS AND EXCLUSIONS WHICH APPLY TO YOUR WHOLE POLICY ARE SHOWN ON PAGES 33-40.

Section 9 – LawCare

F REASONABLE PROSPECTS

We will pay a **Permitted User's Legal Expenses** provided there are reasonable prospects that the claim or **Legal Proceedings** will achieve the remedy or result sought by the **Permitted User**

If at any time **Parabis** or the **Legal Personal Representative** consider that the claim or **Legal Proceedings** do not have such prospects, **Parabis** will advise the **Permitted User** in writing and notify the **Permitted User** that **Our** liability to pay any further **Legal Expenses** will cease 14 days after the **Permitted User** receives the notice

No **Legal Expenses** may be incurred after the **Permitted User** receives the notice unless **Parabis** have given written consent

Parabis will not unreasonably withhold their consent where to do so is likely to prejudice the claim or **Legal Proceedings**

G OPTION TO REIMBURSE

Where in the reasonable opinion of **Parabis** the **Permitted User** would suffer no detriment, **Parabis** may elect to pay the **Permitted User** for the value of goods or services or the claim for damages or uninsured losses

H EARLY SETTLEMENT

The **Permitted User** must inform **Parabis** as soon as possible of any offer or payment into court which has been made with a view to settling the claim

The **Permitted User** must not make or authorise any offer to settle the claim which would result in the payment of **Legal Expenses** without **Parabis's** consent

Parabis will not unreasonably withhold their consent

If any offer or payment into court is:

- a not accepted by the **Permitted User** and
- b if the amount of this offer or payment is equal to or greater than the total damages which the **Permitted User** is eventually awarded

We will have no liability in respect of **Legal Expenses** which were incurred after the date of such offer or payment into court, unless **Parabis** agreed to the continuation of the proceedings

THE CONDITIONS AND EXCLUSIONS WHICH APPLY TO YOUR WHOLE POLICY ARE SHOWN ON PAGES 33-40.

Section 9 – LawCare

I ARBITRATION

The **Permitted User** has the right to refer any dispute with **Parabis** in respect of the LawCare Section to Arbitration

Parabis also have the right to refer any dispute with a **Permitted User** to Arbitration

The single Arbitrator will be either an advocate, a solicitor or barrister agreed upon by both parties, or failing agreement, one who is nominated by the President of the appropriate Law Society or by the Bar Council within the **British Isles**

The unsuccessful party in the Arbitration will be responsible for all costs and expenses incurred

If a decision is made in **Parabis's** favour, the **Permitted User's** costs are not recoverable under **Your Policy**

Parabis will give written notification to the **Permitted User** of this right if any such dispute develops and the **Permitted User** must inform **Parabis** in writing that he or she wishes to exercise this option

The Arbitration procedure does not prevent **You** from referring the matter to the Insurance Ombudsman Bureau or to the courts

J ACCOUNTS AND LEVEL OF EXPENSES

The **Permitted User** or the **Legal Personal Representative** must submit to **Parabis** all accounts for **Legal Expenses** as soon as possible after their receipt

Parabis may require the **Legal Personal Representative** to have the **Legal Expenses** taxed, assessed or audited

THE CONDITIONS AND EXCLUSIONS WHICH APPLY TO YOUR WHOLE POLICY ARE SHOWN ON PAGES 33-40.

Complaints Procedure

We aim to give our customers a high standard of service at all times.

If you are unhappy with our service for any reason, you should write to:

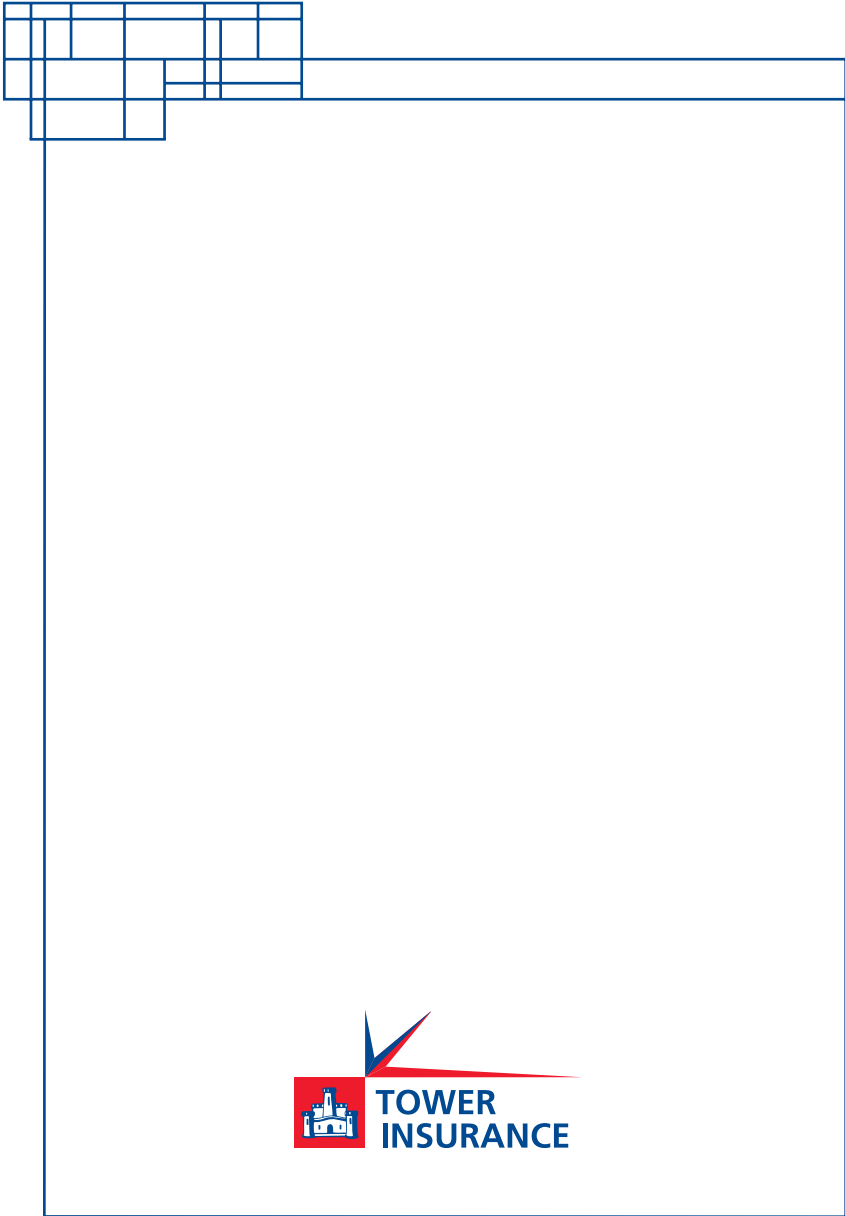
The Managing Director
Tower Insurance
P.O. Box 27
Jubilee Buildings
1 Victoria Street
Douglas
Isle of Man IM99 1BF

If you are still dissatisfied, you may be able to refer your case to the Financial Services Ombudsman for a review of your case. The FSO can be contacted as follows:

Financial Services Ombudsman
c/o Isle of Man Office of Fair Trading,
Government Buildings,
Lord Street,
Douglas,
Isle of Man,
IM1 1LE

Telephone Number: 01624 686 500.

The FSO will handle most complaints that you may have concerning a contract of personal insurance. There are, however, a few instances in which the FSO is not empowered to consider complaints.



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Registered Office Jubilee Buildings, 1 Victoria Street, Douglas, Isle of Man, IM99 1BF
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Covered by the Isle of Man Financial Service Ombudsman scheme.
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