



Car Insurance

# Policy



PLEASE KEEP YOUR POLICY IN A SAFE PLACE



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# Introduction

## Cornhill

Direct

This **policy** document and **your schedule** describe **your** legal contract and it is important that **you** examine them carefully to make sure that they meet all **your** needs. If **you** have any questions, please let **us** know right away.

Please check **your schedule** and **your** details form carefully to make sure that as far as **you** know the information **you** have supplied is correct. Remember, **you** must tell **us** if this information changes or is not correct. If **you** don't, **you** may find that **you** are not covered.

The Important Information Notice issued with **your** documents also forms part of **your policy**, please read it carefully.

In return for paying or agreeing to pay the premium, **we** will insure **you** under the conditions of **your policy** for any insured event which takes place during the **period of insurance** within the **territorial limits**.

Signed on behalf of Allianz Insurance plc

A handwritten signature in blue ink that reads "Andrew Torrance". The signature is written in a cursive style with a horizontal line underneath the name.

Andrew Torrance  
Chief Executive

## Car sharing

This policy covers **you** and **your** spouse or **civil partner** for:

- carrying passengers for social reasons; and
- carrying fellow employees in the course of **your** or **your** spouse's work;

in return for payment that covers expenses.

### It does not cover:

- **your car** if it is made or adapted to carry more than eight passengers (not including the driver);
- **you, your** spouse or **civil partner** carrying passengers as customers of a passenger-carrying business; or
- **you, your** spouse or **civil partner** making a profit from the total amount of money **you** are paid for the journey.

If **you** are not sure whether or not any car sharing **you** have arranged is covered by this **policy**, please contact **us** immediately.

## How to make a claim

To find out how to make a claim, please see the leaflet in **your** welcome pack.

## Complaints procedure

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

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

If **we** have not sorted out the situation within eight weeks **we** will provide **you** with information about the Financial Ombudsman Service.

Please contact **us** at:

Customer Satisfaction Manager  
Cornhill Direct  
2530 The Quadrant  
Aztec West, Almondsbury  
Bristol BS32 4AW  
Phone: 0800 072 4758  
Email: [Complaints@cornhilldirect.co.uk](mailto:Complaints@cornhilldirect.co.uk)

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

## Changing your car

**You** must tell **us** immediately about any change of car or if **you** buy or get an extra car. If **we** agree to cover the new car, **we** may set terms and ask **you** to pay a higher premium.

The **Certificate of Motor Insurance** **we** have issued with this **policy** specifies **your car** by its registration mark. **You** must get a cover note or **Certificate of Motor Insurance** showing the new registration mark of any extra or replacement car **you** want **us** to cover.

## Tips on keeping your car safe

The following information is for guidance only. It does not form part of your policy.

- Remove the ignition key when you get out of the car, even when parking in your own drive or at a petrol station. Your policy may not cover you if your car is unoccupied with the keys inside it.
- Never leave a door unlocked or a window or sunroof open, even when just going into a shop for a moment or two. If you use the key fob check the car has actually locked before you leave it. Your policy may not cover you if you do not take reasonable precautions.
- Don't leave any belongings in your car. A thief won't know that a bag or coat doesn't contain something valuable and might break a window to get at it. If you can't take them with you, lock them out of sight. If you have a removable sat nav remove the cradle as well as the device and any suction marks that could show that it is in your car.
- Don't leave money, credit cards or cheque books in the glove compartment.
- Never leave your vehicle documents in the car; they could help a thief to sell it.
- If you can, leave the car in a locked garage and lock your car and the garage. If you do not have a garage, try to park in a well-lit, open space.
- At home, ensure your car keys are kept in a safe place, out of sight and away from windows and doors.
- When parking in a public car park, look for one that is well supervised, with restricted entry and exit points, good lighting and security cameras. Wherever possible use Park Mark ® car parks – details of approved Park Mark ® car parks can be found on [www.saferparking.com](http://www.saferparking.com).
- Etch the car's registration number on all glass surfaces – windows, sunroofs etc. Thieves don't want the expense of replacement.
- If your vehicle is not fitted with an alarm or immobiliser, consider fitting one which is Thatcham approved. Also think about fitting a tracking device especially if you have a high-performance or expensive car.

## The meaning of words

If **we** explain what a word means, that word has the same meaning wherever it appears in **your policy** or **schedule** (other than sections 16, 17 and 18). These words are highlighted in **bold** throughout **your policy**.

We have defined the most common words below.

**Certificate of Motor Insurance** - A certificate **we** issue that proves **you** have the motor insurance **you** need by law. It shows who is entitled to drive **your car** and the purposes for which **your car** can be used.

**Endorsement** - Changes to the terms of **your policy** which will be shown in **your schedule** or continuation **schedule**.

**Excesses** - The amounts **you** will have to pay if **your car** is lost, stolen or damaged. The main **excesses** are displayed on **your schedule**. Any excesses displayed in this booklet or on an endorsement **schedule** are additional to those displayed on **your schedule**.

**Husband/Wife/Civil Partner** - the person **you** are legally married to or have entered a legal Civil Partnership with.

**Market value** - The cost of replacing **your car** at the time loss or damage taking into account its make, model, age, mileage and circumstances of purchase by **you**. This shall not exceed the estimate of value that **you** last gave to **us**.

**Non-original parts** - Parts and accessories made to an appropriate standard including those approved by the MIRRC but not produced by the manufacturer of **your car**.

The MIRRC (Motor Insurers Repair and Research Centre) is often referred to as Thatcham.

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

**Policy** - The contract of insurance between **you** and **us**.

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

**Territorial limits** - Great Britain, Northern Ireland, the Isle of Man, the Channel Islands, all member countries of the European Union, Andorra, Croatia, Iceland, Liechtenstein, Norway and Switzerland. It also includes travelling between these countries by air, rail or sea, including loading and unloading.

**Terrorism** - Any act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear. Any act deemed by the government to be an act of **terrorism**.

**We, us, our** - Allianz Insurance plc.

**You, your** - The **Insured** named on the **schedule**.

**Your car** - Any car described in paragraph 1 of **your current Certificate of Motor Insurance**; and **your Policy schedule**.

The term 'car' also includes its accessories and spare parts, whether on or attached to it or in a locked private garage.

## Financial Services Compensation Scheme

If Allianz is unable to meet its liabilities you may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). Further information about compensation scheme arrangements is available at [www.fscs.org.uk](http://www.fscs.org.uk), by emailing [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk) or by phoning the FSCS on 0207 892 7300.

# Section 1 - Liability to others

## What is covered

### 1a Cover we provide for you

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

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

In respect of accidental damage to property we will not pay any more than £20,000,000 including all costs (or any higher limit provided for by local legislation in territories outside the United Kingdom but within the territorial limits) for any one occurrence or series of occurrences arising from one cause.

### 1b Driving other cars

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

This cover only applies if:

- you do not own or have not hired the car under a lease hire or hire-purchase agreement;
- you are not entitled to make a claim for damage under any other insurance policy;
- you have the owner's permission to drive the car;
- the car is being driven in Great Britain, Northern Ireland, Isle of Man or the Channel Islands;
- you are 25 years of age or over;
- you are not a firm, company or more than one person;
- the car is being used within the 'limitations of use' shown in your current Certificate of Motor Insurance.

### 2 Cover we provide for other people

We will provide the same insurance as we provide in section 1a above to the following people:

- Anyone you allow to drive your car as long as they are entitled to drive by your current Certificate of Motor Insurance.
- Anyone travelling in, getting into or out of your car.
- The employer of anyone you allow to drive your car as long as they are entitled to drive by your current Certificate of Motor Insurance.

### 3 Your legally-appointed representatives

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

### 4 Legal fees and expenses

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

- a solicitor or barrister to represent anyone insured under this policy at a coroner's inquest or court of summary jurisdiction;
- defending anyone insured under this policy if they are charged with manslaughter or causing death by reckless or dangerous driving.

### 5 Emergency medical treatment

If there is an accident insured by this policy, we will pay for emergency medical treatment which must be provided under compulsory motor insurance legislation in force within the territorial limits of this policy.

## What is not covered

### We will not cover:

- Liability for causing the death of or injury to any employee in the course of their employment by anyone insured by this policy unless this is necessary under compulsory motor insurance legislation in force within the territorial limits of this policy.
- Liability for loss of or damage to property which belongs to or is held in trust by you or is in your care, custody or control under this section of the policy.
- Liability for loss of or damage to property which belongs to, is held in trust by or is in the care, custody or control of anyone you allow to drive your car and who is entitled to drive by your current Certificate of Motor Insurance.
- Liability for loss of or damage to a car driven by you under clause 1b of this section, Driving other cars.
- Liability incurred by anyone who is covered under any other policy.
- Liability caused by using a car on any part of an aerodrome, airport, airfield, or military base where aircraft can go.
- Liability for loss, damage, injury, death or any other cost directly or indirectly caused by, resulting from or in connection with any act of terrorism or any action taken to control or prevent any act of terrorism, except as is necessary to meet the requirements of any compulsory motor insurance legislation in force within the territorial limits of this policy.
- Loss, damage or legal liability shown in the general exclusions.

## Section 2 - Loss of or damage to your car

### What is covered

We will pay for:

- loss of or damage to **your car** up to the **market value** of **your car**;
- the cost of protecting and removing **your car** to the nearest repairer; and
- if it is repaired the reasonable cost of delivering **your car** back to **you** at **your home** as long as it is in Great Britain.

This will involve the following options:

- repairing **your car** using **non-original parts** or original parts if **your car** is under the manufacturer's warranty;
- replacing what is lost or damaged if this is more cost - effective than repairing it; or
- settling **your** claim in cash.

If **your car** is on lease hire or hire purchase **we** may be required to make **our** payment to the owners. In that event **our** payment will be in full and final settlement of **our** liability under this section of **your** policy.

We will decide which option is appropriate.

### New car cover

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

- stolen and not recovered within 28 days of **you** reporting the theft to **us**; or
- damaged to the extent that the cost of repair is more than 50% of the United Kingdom list price (including tax) of an identical new car at the time of loss or damage.

We will only do this if:

- **you** have owned **your car** (or **you** have hired it under a lease hire or hire-purchase agreement) since it was first registered as new;
- **your car** is a UK specification model bought from one of the manufacturer's authorised UK dealers;
- the loss or damage happens before **your car** is one year old and the model is still available from the manufacturer's authorised UK dealers; and
- **we** have **your** permission (or the hire-purchase company's permission) to replace **your car**.

### Unavailable Parts

If any original or **non-original part** or accessory is not available, the most **we** will pay is the cost shown in the manufacturer's last UK price list, plus the reasonable fitting costs.

If any original or **non-original part** or accessory is not available and is not listed in the manufacturer's last UK price list, the most **we** will pay is the cost of an equivalent part listed, plus the reasonable fitting cost. If no equivalent part is listed, the most **we** will pay for the item is £250.

### Salvage

If **we** are going to settle **your** claim by replacing **your car** or by paying **you** the **market value**, **your car** will become **our** property.

If **your car** has a personalised registration **you** may retain this subject to DVLA rules and regulations.

### What is not covered

We will not cover:

- Loss or damage to **your car**, following theft or attempted theft, if at the time of the loss or damage **your car** was unoccupied with the ignition key or other removable ignition device in or on **your car**.
- Loss or damage to **your car** resulting from fraud or deception or by using a counterfeit or other form of payment which a bank or building society will not authorise.
- Loss or damage to **your car**, if at the time of the damage **your car** was being driven by a person aged 17 – 24 and that person is not named in Section 5 of your current **Certificate of Motor Insurance**.

- **Accidental damage excess**

If **your** claim is not for fire, theft, malicious damage or windscreen **you** will have to pay the **excess** shown in the category of driver table shown below.

The **excesses** are additional to any other **excess** which may apply. Please refer to **your schedule**.

Category of driver	Accidental damage excess
<b>Inexperienced drivers</b>	£250
<b>Experienced drivers aged</b>	
17 to 20	£250
21 to 24	£150

An inexperienced driver is someone who has not held a full licence issued in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands for at least one year.

- More than £750 for loss of or damage to permanently fitted audio, communication, navigational, or in-car entertainment equipment unless it is standard equipment for **your car** when built and **you** have comprehensive cover. Such equipment must be permanently and securely fitted to **your car** and operated exclusively by **your car's** electrics.
- Wear and tear, mechanical, electrical, electronic or computer failures, breakdowns or breakages.
- Damage to tyres caused by braking, punctures, cuts or bursts.
- Damage or destruction due to pressure waves caused by aircraft or other flying objects.
- Loss of value following repairs to **your car**.
- Loss of use of **your car** or other indirect loss.
- Loss or damage or legal liability shown in the general exclusions.
- Loss or damage arising from confiscation, requisition or destruction of **your car** by or under order of any Government, Public or Local Authority.

## Section 3 - Windscreen damage

### What is covered

If the glass in the windscreen, windows or sunroof of **your car** is damaged **we** will pay for its replacement or repair. **We** will also pay for repairs to **your car's** bodywork scratched by broken glass.

Provided there is no other loss or damage and no claim is made under Section 2, any claim for payment made for glass replacement or repair will not affect **your** no claim discount.

### What is not covered

- **Windscreen replacement excess**  
**You** will have to pay the first £75 of any claim made, unless the glass is repaired and not replaced.
- Damage to lights or reflectors and damage caused by their breakage.  
**We** will not pay any more than £250 if **you** do not use **our** approved supplier.  
See **our** claims guide for approved supplier details.
- **We** will not cover loss, damage or legal liability shown in the general exclusions.

## Section 4 - Medical expenses

**We** will pay for:

- medical, surgical and dental fees up to £200 for each person being carried in **your car** if they are injured in an accident involving **your car**.
- veterinary fees up to £200 for **your** domestic dogs and cats being carried in **your car** if they are injured in an accident involving **your car**.

## Section 5 - Personal belongings

### What is covered

**We** will pay for:

- up to £200 for personal belongings while in **your car** if they are lost or damaged by an accident, fire, theft or attempted theft;
- up to £400 for wheelchairs, prams, child's push chairs and carrycots while in **your car** if they are lost or damaged by an accident, fire, theft or attempted theft; and
- children's car seats and booster seats while in **your car** if they are lost or damaged by an accident, fire, theft or attempted theft.

### What is not covered

**We** will not cover:

- money including credit, cash, debit and cheque cards;
- securities (financial certificates such as shares and bonds);
- jewellery;
- mobile phones; or
- goods, samples or equipment which **you**, or any person insured by this **policy**, carry in connection with any trade or business.
- loss, damage or legal liability shown in the general exclusions.

## Section 6 - Cars laid up

If **you** ask and **we** agree to **your** request **we** will provide laid up fire, theft and accidental damage cover provided:

- **your car** is kept in a locked garage and not used for at least 28 days in a row;
- **you** give **us** notice before **you** stop using **your car** and return the current **Certificate of Motor Insurance** to **us** at that time; and
- **you** have not made a claim during the **period of insurance**.

During the period **your car** is laid up **we** will only provide cover under Section 1 Liability to others and Section 2 Loss of or damage to **your car**.

## Section 7 - Car hire

**Your schedule will show if you have this cover.**

If **your car** is going to be out of use for at least 2 days in a row as a result of a loss or damage covered by Section 2 (other than for broken glass), **we** will provide the following cover.

### a Car hire cover

**We** will:

- arrange and pay for hiring another vehicle for up to 14 days;
- pay for delivering the hire car (up to 10 miles from the nearest hire-car office); and
- insure the hire car for the period of hire (up to 14 days) to the same extent as **your car**.

### b Travel reimbursement

If **your car** has been professionally adapted or converted so that it can carry a driver or passenger with a disability and another suitable car is not available from **our** supplier, **we** will refund **your** transportation costs (up to £25 a day for up to 14 days).

### Conditions which apply to section 7

- 1 If **you** can drive **your car** safely the hire will begin on the date on which **your car** is accepted by the repairer.
- 2 If **you** cannot drive **your car** safely, the hire will begin on the date of the accident or theft giving rise to the claim for loss or damage.
- 3 The car hire or travel reimbursement will end on either:
  - the date **you** get **your car** back from the repairers;
  - two days after **you** receive payment for a total loss or theft claim; or
  - after 14 days;whichever comes first.
- 4 If **you** extend the hire period, **you** must get **our** agreement first. **You** must pay for the extended period.
- 5 **Our** supplier will provide a car listed in their vehicle categories A, B, or C (**you** can get details if **you** ask). The extra cost of hiring a car from any other vehicle category will be **your** responsibility.
- 6 For the purposes of this section the contract for hire will be between **you** and **our** supplier, and **we** will not be involved in any way (except under condition 8 of this section).
- 7 **We** will not be responsible for the costs of fuel, oil and other items **you** use during the hire period.
- 8 Paying **our** supplier for car hire within the terms of this section will be **our** responsibility.
- 9 This section only applies to vehicles hired in the United Kingdom.

## Section 8 - If you or your husband or wife or civil partner are involved in an accident

### What is covered

If **you** or **your husband** or **wife** or **civil partner** are accidentally injured while travelling in **your car** or getting into or out of any motor car and this injury alone results (within three calendar months) in:

- death;
- total and permanent loss of sight in one or both eyes; or
- loss of one or more limbs;

**we** will pay the injured person or their legal representatives £5000.

**We** will only pay for one benefit for death or injury to any person for any one injury in any one **period of insurance**.

### What is not covered

#### We will not cover:

- Loss under this section if **you** are a firm, company or more than one person.
- Any person over 75 years at the time of their injury.
- Any injury or death resulting from suicide, attempted suicide, deliberate injury or self-injury.
- Any injury or death caused by a natural disease or weakness.
- Any person under the influence of drugs or alcohol to a level which would be a driving offence in the country where the accident happens.
- Any injury or death caused by or during racing, rallying, speed-testing or on track days.
- Loss or damage or legal liability shown in the general exclusions.

## Section 9 – Foreign travel

This **policy** gives **you** and anyone entitled to drive **your car** under **your** current **Certificate of Motor Insurance** the full cover shown in the **schedule** in any country in the **territorial limits**.

**Your** current **Certificate of Motor Insurance** is evidence that **you** have the cover needed by law in the **territorial limits**. **You** do not need a green card or a bail bond if **you** want to travel within the **territorial limits**.

If **you** want cover outside the **territorial limits**, **you** must tell **us**.

**We** may provide cover and **you** may need to pay an extra premium.

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

### What is not covered

- Loss or damage or legal liability shown in the general exclusions.

## Section 10 – No claim discount

If **you** do not claim under this **policy** during the period of cover, **we** will give **you** a no claim discount on **your** premium when **you** renew **your policy**. See the table below.

Number of no claim years	Discount
0	0%
1	30%
2	40%
3	50%
4	60%
5 or more	65%

If **you** make a claim under this **policy**, **your** no claim discount may be affected as shown in the tables below.

No claim discount when <b>you</b> renew <b>your policy</b> if <b>your schedule</b> shows that no claim discount protection does not apply				
No claim discount at the start of the <b>Period of Insurance</b>	No claim discount when <b>you</b> renew the <b>policy</b> following: <b>Number of claims</b>			
	0	1	2	3
0%	30%	Nil	Nil	Nil
30%	40%	Nil	Nil	Nil
40%	50%	Nil	Nil	Nil
50%	60%	30%	Nil	Nil
60%	65%	40%	Nil	Nil
65%	65%	50%	30%	Nil

No claim discount when <b>you</b> renew <b>your policy</b> if <b>your schedule</b> shows that no claim discount protection applies				
No claim discount at the start of the <b>Period of Insurance</b>	No claim discount when <b>you</b> renew the <b>policy</b> following: <b>Number of claims</b>			
	0	1	2	3
0%	30%	Nil	Nil	Nil
30%	40%	30%	Nil	Nil
40%	50%	40%	Nil	Nil
50%	60%	50%	30%	Nil
60%	65%	60%	40%	Nil
65%	65%	65%	50%	30%

The following will not affect **your** no claim discount.

- Payments made only for broken windscreens, windows or glass sunroofs or for bodywork scratched as a direct result of a damaged window or windscreen.
- Claims where **you** or a driver entitled to drive by **your** current **Certificate of Motor Insurance** are not at fault, as long as **we** have recovered all that **we** have paid from those who are responsible.

## Section 11 – Counselling victims

### What is covered

If any person being carried in **your car** suffers emotional stress as a result of:

- being a victim of road rage, which caused the persons being carried to be injured or believe that they were in danger of injury; or
- the death of any person being carried in **your car** following an incident covered by this **policy**.

**We** will pay the cost of any professional counselling which is recommended by a qualified medical practitioner and which **we** have approved before **you** receive counselling.

The maximum amount **we** will pay is £1500.

### What is not covered

- Any incident of road rage not reported to the police within 24 hours of the event.
- Loss, damage or legal liability shown in the general exclusions.

## Section 12 – Replacement locks

### What is covered

The cost of changing the locks on **your car** if the keys, transmitter or immobiliser key have been lost or stolen, as long as **you** report the loss to the police within 24 hours of discovering it.

The maximum amount **we** will pay is £500.

### What is not covered

- Loss, damage or legal liability shown in the general exclusions.

## Section 13 - Loss of road tax licence

### What is covered

Following the total loss of **your car** due to an event covered by this **policy** we will pay **you** the unused portion of the road fund licence if **you** are unable to make a recovery from the Licensing Authorities.

#### What is not covered

- Loss, damage or legal liability shown in the general exclusions.

## Section 14 - Emergency overnight accommodation and transportation

### What is covered

Following an insured incident should **you** be unable to use **our** Accident Recovery Service to transport the persons or pets being carried to the intended destination due to:

- hospitalisation of any persons in **your car**;
- **your** domestic dogs and cats needing veterinary care; or
- any person in **your car** being required to help the police with their enquiries

**we** will pay for:

- emergency overnight accommodation; or
- transportation for any person or pet being carried in **your car**.

The maximum amount **we** will pay is £250.

#### What is not covered

- An incident that occurs within 50 miles of **your** home or the final destination.
- Accommodation in a hospital or veterinary hospital or similar establishment.
- Loss or damage or legal liability shown in the general exclusions.

## Section 15 - Loss of driving licence

### What is covered

If the DVLA say that **you** are unable to drive for medical reasons **we** will pay **you** £250 if:

- **you** are under 85 years; and
- after three months it is unlikely that **you** will ever be issued with a new driving licence.

#### What is not covered

- **You** being over 85 years.
- Any pre-existing medical conditions.
- Temporary loss of **your** driving licence.
- Loss or damage or legal liability shown in the general exclusions.

## Section 16 - Accident Recovery

Cover applies.

**You** will have been provided with a separate Accident Recovery booklet unless **you** have purchased Cornhill Direct Breakdown Rescue in which case **you** will have been provided with a Cornhill Direct Breakdown Rescue wording. Please read **your** wording carefully.

## Section 17 - Cornhill Direct Breakdown Rescue

This section only applies when shown in **your schedule**. If **you** are covered by this section **you** will have been provided with a separate booklet, please read it carefully.

## Section 18 - Motor Legal Protection

This section only applies when shown in **your schedule**. If **you** are covered by this section **you** will have been provided with a separate booklet, please read it carefully.

# General exclusions

## applying to all sections of this policy (other than to sections 16, 17 and 18)

This **policy** does not cover the following unless **we** have to provide cover to meet the requirements of any compulsory motor insurance legislation in force within the **territorial limits** of this **policy**.

### 1 Radioactivity

**We** will not cover loss or damage or legal liability directly or indirectly caused by:

- ionising radiation or radioactive contamination from any nuclear fuel or waste; or
- the radioactive, toxic, explosive or other dangerous properties of nuclear equipment or its nuclear parts.

### 2 Earthquake and underground fire

**We** will not cover loss, damage, injury or liability as a result of earthquake or underground fire.

### 3 War and other hostilities

**We** will not cover loss, damage, injury or liability as a result of:

- war, invasion, act of foreign enemy, hostilities (whether war be declared or not);
- military force or coup, civil war, rebellion, revolution; or
- use of **your car** in a country where the Foreign and Commonwealth Office or its successor has advised against 'all travel'.

### 4 Who uses the car

**We** will not cover any claim or damage arising while **your car** is being:

- driven by anyone who is not mentioned in the 'Persons or classes of persons entitled to drive' section noted in the current **Certificate of Motor Insurance**;
- used for a purpose which is not shown or is excluded on the current **Certificate of Motor Insurance**; or
- driven by someone who does not have a valid driving licence or is breaking the conditions of their driving licence.

However, this exception does not apply to:

- claims under Section 2 (Loss of or damage to **your car**) arising through theft or attempted theft as long as **you** are prepared to help the police with any prosecution; and

- the cover given to **you** (and to no other person) under Section 1 (Liability to others) while **your car** is being used without **your** authority or by a motor trader for servicing or repair.

### 5 Riot

**We** will not cover any loss, damage or liability other than cover for **your** liability to others caused by riot or civil commotion outside Great Britain, the Isle of Man or the Channel Islands.

### 6 Pollution

**We** will not cover any loss, damage, or liability caused by pollution or contamination, unless the pollution or contamination is caused by a sudden, identifiable, unexpected and accidental incident which happens during the **period of insurance**.

### 7 Contracts

**We** will not cover any loss, damage or liability as a result of an agreement or contract unless **we** would have been responsible anyway.

### 8 UK residence and visits abroad

**We** will not cover any loss, damage or liability if:

- **you** do not live permanently in Great Britain, Northern Ireland, Isle of Man, or the Channel Islands; or
- **your car** is taken outside Great Britain, Northern Ireland, Isle of Man, or the Channel Islands for any reason other than a temporary visit.

### 9 Car tax and registration

**We** will not cover any loss, damage or liability if **your car** is taxed or registered outside Great Britain, Northern Ireland, Isle of Man, or the Channel Islands.

### 10 Competition and performance driving

**We** will not cover loss, damage, injury or liability arising while **your car** is being used for racing, rallying, speed-testing, speed-trials or whilst driven on a motor sport circuit.

## General conditions

applying to all sections of this policy (other than to sections 16, 17 and 18)

### 1 Claims

**You** must tell **us** as soon as reasonably possible about any accident or claim and give **us** any information **we** may need without delay.

**You** may phone **our** accident helpline. See **our** 'Car Insurance Claims Guide' leaflet for details.

If **you** have hired **your car** under a lease hire or hire purchase agreement **we** may be required to pay the owners for loss or damage to **your car**. In that event **our** payment will be in full and final settlement of **our** liability under Section 2 (Loss or damage to **your car**).

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

**We** can, in **your** name:

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

**You** must co-operate with **us** at all times.

### 2 Keeping to the terms of the policy

**We** will only give **you** the cover described in the **policy** if:

- any person claiming has met all the conditions as far as they apply;
- declarations made and information given to **us** orally, electronically or in writing and in the personal details document, forming the basis of this **policy** are complete and correct as far as **you** know; and
- **you** pay the premium or any agreed premium instalment when **we** ask.

### 3 Compulsory insurance

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

### 4 Reflection Period

**You** may cancel this policy within 14 days of the date **you** receive it. **You** can do this by returning the **Certificate of Motor Insurance** to **us**. If **you** choose to do this **you** are entitled to a refund of the premium **you** have paid for this insurance. **We** will charge a pro rata premium plus £15 to cover **our** operational costs which is subject to a minimum amount payable of £25 except where an incident has occurred which may give rise to a total loss claim, in which case the full annual premium may be payable to **us**.

### 5 Cancelling your policy (outside the Reflection Period)

**We** may cancel this **policy** by giving **you** seven days notice in writing to **your** last known address. If this happens any premium to be returned to **you** will be released on return of **your** current **Certificate of Motor Insurance**.

**You** may cancel this **policy** by returning the current **Certificate of Motor Insurance** to **us**.

#### Return Premium

**We** will not refund **your** premium if **you** have made a claim during the **period of insurance** or **you** have taken out a **policy** to provide less than a year's cover.

Any refund will be based on the date **you** return the current **Certificate of Motor Insurance** to **us**.

If **you** cancel the **policy** before the first renewal date, **we** will refund the part of the premium **you** have not yet used less a charge of £50.

If **you** cancel the **policy** after the first renewal date, **we** will refund the part of the premium **you** have not yet used less a charge of £25.

If **we** cancel the **policy** in the first year because **you** owe premium or due to **your** failure to provide satisfactory no claims bonus proof **we** will refund part of the premium **you** have not yet used less a charge of £50.

If **we** cancel the **policy** for any other reason than listed above **we** will refund the part of the premium **you** have not yet used.

### 6 Arbitration

If **we** accept **your** claim but **you** do not agree with the amount **we** will pay **you**, **we** may refer the matter to an arbitrator chosen by **you** and **us**.

### 7 Reasonable precautions

**You** must take all reasonable precautions to protect **your car** from loss and damage and to keep it in a good roadworthy condition. **You** must let one of **our** authorised representatives inspect **your car** at any reasonable time.

## 8 Fraud

If **you** make a claim which is at all false or fraudulent, or support a claim with any false or fraudulent statement or documents, **you** will lose all benefit and premiums **you** have paid for this **policy**. In addition **we** may recover any sums paid by way of benefit under the **policy**.

If **you** fraudulently provided **us** with false information, statements or documents **we** may record this on anti-fraud databases, **we** may also notify other organisations. The Data Protection Notice issued with **your schedule** provides additional information.

## 9 Choice of law

Unless **we** agree otherwise

- a) the language of the **policy** and all communications relating to it will be in English
- b) English law will apply to the contract of insurance

## 10 Paying premiums by instalment

If **you** pay **your** premium by direct debit or by any other instalment method:

- should **you** cancel the **policy** **you** will be required to pay all future premium instalments up to what would have been the renewal date. **You** will also be required to pay all other premiums **you** may owe. If **you** are due a return premium under condition 5 of this **policy** **your** instalments will be adjusted; and
- **we** have the right to take any premiums **you** have not yet paid from any claims payment.

## 11 Rights of Parties

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

## 12 Proof of your No claims bonus

If **we** need evidence of your entitlement to no claims discount **we** must receive it within 21 days of the start date of **your policy**. If **we** do not receive satisfactory proof within 21 days, **we** have the right to:

- amend the **policy** so that the annual premium is based upon a nil no claims discount and charge you the extra premium; or
- cancel the **policy** (see General Condition 5).

**We** will not return documentation proving **your** entitlement to no claims discount once **we** have received it.

When **you** or **we** cancel the **policy**, **we** will issue **you** with proof of **your** current no claims discount provided **you**:

- have returned **your** current **Certificate of Motor Insurance**; and
- do not owe **us** any premium.

## 13 Changing your details

**You** must tell **us** immediately about any changes that may affect **your policy** cover. Here are some of the changes **you** must tell **us** about:

- **you** changing **your car**;
- changes **you** make to **your car** that make it different from the manufacturer's standard UK specification;
- **you** want to use **your car** for a purpose not permitted in **your Certificate of Motor Insurance**;
- **you** become aware of a medical or physical condition of any driver which may affect their ability to drive;
- **you** or any other driver covered by **your policy**, are convicted of a criminal or motoring offence including fixed penalty offences;
- **you** change **your** address or where **you** normally keep **your car**;
- **you** or any driver covered under this **policy** change occupation including any part-time work.
- **you** want someone to drive **your car** who is not insured under this **policy**; or
- **you** purchase or sell an additional vehicle.

This is not a complete list and **you** should contact **us** if **you** are unsure whether a change of circumstances may affect **your policy**.

When **you** tell **us** of a change of details **we** will reassess the premium and terms of **your policy**. **You** will be informed of any revised premium or terms and asked to agree before any change is made.

To reduce costs **we** will not make small refunds or charge small additional premiums for the period from the date of the change to the renewal date of **your policy**.

In some circumstances **we** may not be able to continue **your policy** following the changes. Where this happens **you** will be advised and the **policy** will be cancelled in line with the provisions of General Condition 5.

## 14 Information and declarations

We will only give you the cover described in the policy if the information and declarations you have supplied us:

- orally;
- electronically; or
- in writing

at our request are complete and correct as far as you know.

## 15 Automatic Renewal

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

If you do not want to renew this policy, all you need to do is return the Certificate of Motor Insurance issued with your renewal documents to us marked lapsed. If the Certificate of Motor Insurance is received after the renewal date we will follow the procedures laid out in General Condition 5, cancelling your policy.

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

The automatic renewal process only applies if the premium is paid by instalments.

## 16 Renewal

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

This includes:

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

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





Peel off and keep your handy Cornhill Direct Helpline card somewhere safe. Then you always know how to contact us.

You may also wish to save these numbers onto your mobile phone.

PLEASE STICK CARD  
HERE

## How to contact us

### 0844 391 4108

Car Insurance Customer Helpline

Open 8am – 8pm Monday – Friday  
9am – 3pm Saturday

### 0844 391 4111

Claims Helpline

Open 8am – 6pm Monday – Friday  
9am – 1pm Saturday

To improve our customer service, calls may be recorded or monitored

[www.cornhilldirect.co.uk](http://www.cornhilldirect.co.uk)

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