

# black box insurance

Policy Booklet



**highway**  
PART OF LIFE

**m** marmalade

## **WELCOME!**

Thank you for choosing Marmalade Black Box insurance. This insurance is underwritten by Highway Insurance Company Limited, part of the Liverpool Victoria Group of Companies. We hope you'll be happy with the cover and service you get from us. This booklet tells you everything you need to know about your insurance, please keep it safe with your schedule and certificate of insurance.

### **A little bit more about Highway...**

Highway is part of LV=. Highway is a registered trademark and Highway and Highway Insurance are trading styles of the Liverpool Victoria Group of Companies. LV= is a registered trademark of Liverpool Victoria Friendly Society. You can find out more about us at [www.highway-insurance.co.uk](http://www.highway-insurance.co.uk)

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## IMPORTANT INFORMATION

Please read this **policy**, the **schedule** (including any **endorsements**) and the **certificate of motor insurance** very carefully. Together with the information **you** gave **us** in the **proposal form or statement of fact**, and the declarations that **you** have made, they form the **contract of motor insurance**. **You** should pay particular attention to the **general exclusions**, the **general conditions** and any **endorsements** which apply.

The words that appear in bold throughout this **policy** are defined on pages thirteen and fourteen and have the same meaning wherever they appear.

Please tell Marmalade immediately if **you** have any questions, the cover does not meet **your** needs, or any part of **your** insurance documentation is incorrect.

### How we use your personal information

This explains how **we** collect, use and store **your** personal information. This includes any personal information given to **us** about other people named on the policy, quote or claim.

**We** want **you** to be confident about how **we** use **your** personal information. As a regulated company and information controller **we** take **our** responsibilities for the security and management of **your** personal information seriously. That's why **we** invest in **our** systems and processes to ensure that the way **we** collect, use, share, and store **your** information meets both the regulatory and **our** own high standards.

### Who we are and how to contact us

**Highway Insurance Company Limited** is the controller of **your** personal information and is part of the LV= group of companies. For more information visit [LV.com/terms/lv-companies](https://www.lv.com/terms/lv-companies).

If **you** have any questions about how **we** process **your** personal information please get in touch with **us** at: GI Customer Support, LV=, County Gates, Bournemouth, BH1 2NF or email **us** at: [GICustomerSupport@LV.com](mailto:GICustomerSupport@LV.com).

**You** can also contact **our** Data Protection Officer: Data Protection Officer, LV= County Gates, Bournemouth, BH1 2NF or via email at [dpo@LV.com](mailto:dpo@LV.com).

### Information we collect

**We** only ask for information that **we** need, and have strict controls to keep it safe. **We** collect **your** personal information to provide **our** products and services (eg handling **your** claims) to **you**. Without the information **we** ask for, **we** can't give **you** a quote or insurance policy and it may affect the outcome of any claims **you** make. Personal information **we** collect will be held in digital and/or paper files. **We** collect personal information such as name, address, date of birth, criminal convictions, health, and claims history. **We**'ll also collect information which relates to the things **you** want to insure (for example **your** house or vehicles).

**We** collect personal information about everybody named on **your** policy, quote, incident or claim when **you**:

- ask for a quote or apply for a policy
- buy and/or use a product or service
- ask **us** a question
- make, or inform **us** of a claim or incident
- update **your** personal details
- change **your** cover
- register a complaint
- take part in market research (eg customer satisfaction surveys)

## IMPORTANT INFORMATION CONTINUED

### How we use and share your personal information

The personal information **we** ask for will be used by **us** and third parties who process information on **our** behalf. This includes organisations who administer **your** policy, service **your** claims and reinsurers.

### Legal grounds for processing personal information

**We** collect **your** personal information to provide **our** quotes, products and services to **you**.

As a regulated financial services organisation **we're** required to comply with legal and regulatory obligations such as the prevention, detection and reporting of fraud and other financial crime.

**We'll** process personal information for **our** legitimate interests, when **we** have a business reason to do so, to:

- develop, improve, and personalise **our** products, pricing and services
- enhance **our** customer service, experience, and relationship (eg customer and market research, business analysis, provide relevant product and service information)
- help detect and prevent fraud and financial crime
- develop and improve **our** administration, security systems and insurance applications
- share it with third parties in the event of organisational change (eg if **we** bought or merged with another organisation)
- share personal information with other LV= companies

If **we** need **your** consent to process personal information **we'll** ask for this first. **You** can withdraw **your** consent at any time.

**We'll** ask for **your** consent (or next of kin's), to obtain any medical / health information **we** need. In an emergency **we'll** manage claims until **you** or someone else is able to act on **your** behalf.

### Automated decision making and profiling

**We** use automated decision making to help determine the prices, policy terms, relevant products/services, when **you** research or ask for a quote, buy insurance, make any changes, renew or make a claim. **We** may also profile **you** based on **your** personal information and that provided by third parties. Profiling may be used to help determine the likelihood of a claim or policy transaction being fraudulent.

Profiling will also be used to enhance **our** understanding of **you** and to inform **our** business decisions (eg product design, pricing, customer journeys or marketing strategy).

Please see the personal information rights section below.

### Multiple policies at the same address

**We** may provide a discount if there is more than one policy at the same address. This could result in anyone at the address who has a policy or quote with **us** then being made aware that someone else living there also has insurance with **us**.

### International transfers

In the event that **we** process personal information outside the UK, the processing in those locations is protected by UK and European data standards.

Where **your** claim occurs abroad **we** will also send data to the necessary service providers and agencies as required to service **your** claim.

## IMPORTANT INFORMATION CONTINUED

### Financial crime & fraud prevention agencies

The personal information **we** have collected will be shared with crime prevention agencies who will use it to prevent financial crime and fraud and to verify **your** identity. If financial crime or fraud is detected, **you** could be refused certain services, finance or employment. Where **we** suspect financial crime or fraud, **we** may cancel any policies **you** have with **us**, not be able to pay any claim or offer **you** the requested product or service. **We** may share relevant information with crime and fraud prevention agencies, law enforcement agencies and other relevant organisations.

### Regulatory bodies

**Your** personal information will be used or disclosed as required to regulators to monitor and enforce **our** compliance with any regulation.

### Claims and Underwriting Exchange and other databases

**You** must tell **us** about any claim or accident, even if it wasn't **your** fault. **We**'ll share this information and **your** personal details with databases such as the Claims and Underwriting Exchange (CUE). **We** may search these databases when **you** apply for insurance, make a claim or renew **your** policy, to validate **your** claims history (or that of any other person or property likely to be involved in the insurance or claim).

### Credit search and identity check

In order to process **your** application **we**'ll supply **your** personal information to credit reference agencies (CRAs) and they'll give **us** information about **you**, such as about **your** financial history. **We** do this to assess creditworthiness, check **your** identity, manage **your** account, trace and recover debts and prevent fraud and other financial crime.

**We**'ll also continue to exchange information about **you** with CRAs on an ongoing basis, including about **your** settled accounts and any debts not fully repaid on time. CRAs will share **your** personal information with other organisations. **Your** data will also be linked to the data of any joint applicants or other financial associates **you** have.

The identities of the CRAs and the ways in which they use and share personal information are explained in more detail at [experian.co.uk/crain](http://experian.co.uk/crain), [callcredit.co.uk/crain](http://callcredit.co.uk/crain) and [equifax.co.uk/crain](http://equifax.co.uk/crain).

### Brokers

If **we** get **your** details from an insurance broker, **your** personal information (eg policy details, claims, payment, suspected fraud and other financial crime information) will be shared with them.

### Partner or affinity associations

If **you** get a quote or buy through one of **our** partner or affinity associations, **we** may pass some of **your** personal information back to them (eg policy details, claims, membership and suspected fraud and other financial crime information).

### Incidents or claims

When **you** tell **us** about an incident or claim **we**'ll share this with relevant agencies and appropriate service providers. **We**'ll also collect information from anyone else involved as necessary, eg claimant, witnesses or police.

### Public information

**We** may use public information (such as electoral roll, county court judgements, vehicle taxation status, MOT status, bankruptcy or repossessions).

## IMPORTANT INFORMATION CONTINUED

### Industry databases

**We**ll check and exchange information with industry databases, such as:

- credit reference company data (eg credit scores)
- geographical (eg flood scores, information about a location)
- demographics (eg modelled data on household incomes, credit reference agency scores)
- insurance and claims history (eg previous claims, No Claim Discount)
- motoring conviction history (eg DVLA MyLicence service)
- information about what **you** want to insure or make a claim for (eg vehicle repair history, vehicle finance data, property information, building council tax band)
- financial crime and fraud prevention databases (also refer to financial crime and fraud prevention agencies section)
- claims compensation and recovery databases (eg reimbursement of NHS costs resulting from an accident)

### Specialist services we use

**We** use other companies to provide some services, eg banks and building societies, breakdown and recovery agents, claims adjusters, claims suppliers, legal service providers, communication services, debt recovery agencies, marketing, fraud and other financial crime investigation services etc. They'll be given the personal information they (or their sub-contractors) need to manage their service.

### Market research agencies

**We** may share **your** personal information with market research agencies who will conduct market research and business analysis on **our** behalf.

### Reinsurers and reinsurance brokers

**We** may need to share any personal information, including policy, claims, medical, and suspected fraud and other financial crime information, with **our** reinsurers and reinsurance brokers. Reinsurers provide insurance policies to insurance companies. Insurance companies engage a reinsurance broker to advise and assist in arranging a re-insurance policy.

### Other insurers

When necessary **we** share **your** personal information with other insurers if **you** make a claim, to verify that the information **you**'ve provided is correct and prevent financial crime and fraud. If **you** move to a new insurer **we** may confirm certain details about **your** insurance to them. **We**'ll only do this if **we**'re sure it's a genuine request.

### DVLA

If **you** give **us** a driving licence number when getting a motor insurance quote, **we**'ll pass it to the DVLA MyLicence service to verify the status of the licence and entitlement. **We**'ll then get any relevant restriction information, endorsements and / or conviction data.

## IMPORTANT INFORMATION CONTINUED

### Motor Insurance Database

We'll add details about **your** insurance policy to the Motor Insurance Database (MID) which is managed by the Motor Insurers' Bureau (MIB). The MID and the data stored on it may be used by the Police, the DVLA, the DVANI, the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including:

- electronic licensing
- continuous insurance enforcement
- law enforcement (prevention, detection, apprehension and / or prosecution of offenders)
- the provisions of government services and / or other services aimed at reducing uninsured driving

If **you're** involved in a road traffic accident (either in the UK or abroad), insurers and / or the MIB may search the MID to obtain relevant information. Other persons (including their appointed representatives) pursuing a claim in respect of a road traffic accident (including foreign citizens) may also obtain relevant information held on the MID.

It's important that the MID holds **your** correct registration number. If not, **you** risk the Police seizing **your** vehicle. **You** can check that **your** registration number is shown on the MID at askmid.com

### Medical and other health services

If **you** make a claim and give **us your** consent, **we'll** get **your** medical information from the relevant health provider, eg doctor or hospital.

### Claimants

**We** may be given information by a claimant or their representative, a witness or family member, to support a claim or to pursue a claim against **your** policy.

### Other insured parties

An insured party on **your** policy (eg named driver) may notify **us** of an incident or claim against **your** policy.

### Law enforcement and government agencies

Information may be given to **us** by law enforcement agencies (eg the police) about an incident which may result in a claim or may affect a policy or ongoing claim.

### Giving someone permission to talk to us about your policy

**We** can only talk about **your** policy to **you** or someone **we're** satisfied that **you've** authorised to talk to **us**, on **your** behalf.

### Communications

When **you** contact **us**, personal information that **you** give **us** will be recorded. This helps **us** improve **our** customer service, train **our** staff, respond to complaints and prevent fraud and other financial crime.

All communications will be in English. **You** can get this document from **us** in Braille, large print or audiotape by contacting **us**.

### Cookies

**We** use cookies to enhance **your** online experience and help **us** understand how **our** website can be improved.

**We** don't store any contact details or banking information and **we'll** only remember **your** last visit. If **you** want to find out more or stop **us** from using cookies, please see **our** cookie policy on **our** website for more information.



## IMPORTANT INFORMATION CONTINUED

### How long we keep your personal information

If **you** buy a policy from **us** **we**'ll keep all personal information for 7 years after the policy ends to ensure **we** meet **our** statutory and regulatory obligations (eg as laid down by the HMRC, MIB), and to allow **us** to manage complaints or claims.

From 7 years and up to 40 years after the policy ended **we**'ll keep the personal information **we** need for analysis purposes (eg risk and business modelling such as for pricing) and so that **we** can identify who and what was covered by the policy. Beyond 40 years **we**'ll keep information **we** need for longer term analysis (eg weather event modelling).

In exceptional cases **we** may need to keep claim information for longer than 40 years (eg where serious injury has occurred and there is potential need to provide life-long care to an injured person).

**We**'ll keep **your** quote for up to 1 year.

### Your personal information rights

**You** have a right in certain circumstances to:

- *access* the personal information **we** hold about **you**
- *correct* personal information
- have **your** personal information *deleted*
- *restrict* **us** processing **your** personal information
- receive **your** personal information in a *portable* format, and
- *object* to **us** processing **your** personal information

**You** can also ask for a person to *review* an automated decision.

If **you** want to find out more or to exercise these rights please contact **us**: GI Customer Support, LV=, County Gates, Bournemouth, BH1 2NF or email **us** at [GICustomerSupport@LV.com](mailto:GICustomerSupport@LV.com).

### Your right to make a complaint

If **you** have a complaint about the way **we** process **your** personal data please contact **us**.

**You** can also raise **your** complaint with the Information Commissioner's Office on 0303 123 1113 or visit [ico.org.uk/concerns](http://ico.org.uk/concerns).

## IMPORTANT INFORMATION CONTINUED

### How To Make A Complaint

If **you** have a complaint about **your policy** or the service **you** have received, please contact Marmalade. If they are unable to resolve **your** complaint **you** may refer **your** complaint to the Financial Ombudsman Service within six months of receiving their final response letter.

Should **you** be unhappy with the service provided by Highway please contact **us** by phone on 0800 085 5605 (For Text Phone please dial 18001 first. Opening hours Mon-Fri 9am-5pm). If **you** prefer to write, please address **your** letter to The Customer Care Department, LV= Brentwood, PO Box 9104, Frizzell House, County Gates, Bournemouth, BH1 9DB Email: [customercare@highway-insurance.co.uk](mailto:customercare@highway-insurance.co.uk). When contacting **us** please ensure **you** quote **your** policy or claim number as appropriate. A copy of **our** internal complaints procedure is available on request.

If **we** cannot resolve **your** complaint, **you** may refer **your** complaint to the Financial Ombudsman Service within six months of receiving **our** final response letter. The address is:

Financial Ombudsman Service, Exchange Tower, London, E14 9SR.

Telephone 0800 023 4567 or 0300 123 9 123 (from mobile or non BT lines)

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

Website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Making a complaint will not affect **your** right to take legal action.

### Financial Services Compensation Scheme

What happens if **we** are unable to meet **our** liabilities?

If **we** are unable to meet **our** liabilities to **our** policyholders, **you** may be able to claim compensation from the Financial Services Compensation Scheme (FSCS). There are different levels of compensation, depending on what kind of insurance **you** have:

Compulsory insurance such as third party motor insurance, is covered for 100% of the claim.

Non compulsory insurance, such as home insurance, is covered for 90% of the claim.

**You** can get further information from the Financial Services Compensation Scheme PO Box 300, Mitcheldean, GL17 1DY. Telephone 0207 741 4100 or e-mail, [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk).

## YOUR TELEMATICS POLICY

This policy differs from a standard motor car policy and requires the fitting of a **telematics device** to **your car** and use of the **data** the **telematics device** collects.

The following section explains the differences.

### Installation

It is a requirement of this **policy** that **you** fit the **telematics device** to the battery of **your car**.

A **telematics device** will be posted to **you** after **you** have purchased this **policy**. The **telematics device** will come with easy to follow instructions on how **you** can fit it to the battery, which **we** require **you** to do within 14 days of the start date of **your policy**. In the event the **telematics device** is not installed within this time period and there is no valid reason why it should not have been installed, **we** may cancel **your policy** in line with **our** right to cancel under Cancelling Your Policy (Outside the Cooling-off Cancellation Right).

Whilst the **telematics device** is straightforward to install, **you** may prefer to have the device installed by a technician. The cost for this service is between £50 and £100. **You** can request this through the Marmalade customer services team on 01733 207960, who can take payment and make the necessary arrangements.

If **your car** is not suitable for the **telematics device** **you** are required to contact Marmalade and let them know.

Where the device has not been fitted within 28 days of the start of **your policy**, **we** may cancel **your policy** in line with **our** right to cancel under Cancelling Your Policy (Outside the Cooling-off Cancellation Right).

### The Telematics Device

It is a condition of this **policy** that **you** must not, nor permit any person or organisation to tamper, alter or dismantle the **telematics device** in any way or to interfere with the Global Positioning System (GPS) signal received or the Mobile Phone Network signal sent or received by the **telematics device**. In the event of this occurring **we** may cancel **your policy** in line with **our** right to cancel under Cancelling Your Policy (Outside the Cooling-off Cancellation Right).

The **telematics device** fitted to **your** battery may be removed as part of a service, health check or any other maintenance carried out by a qualified mechanic. It is **your** responsibility to ensure the **telematics device** is reinstalled before **your car** is driven again. Should Marmalade identify that **your telematics device** is not installed, Marmalade will contact **you** to request that it is reconnected. In the event that the **telematics device** is not reconnected and there is no valid reason why it should not be reconnected, **we** may cancel **your policy** in line with **our** right to cancel under Cancelling Your Policy (Outside the Cooling-off Cancellation Right).

In the event that, for any reason the **telematics device** requires replacing, Marmalade will send **you** a new **telematics device** for **you** to fit to the battery in replacement of the old device. **You** can dispose of the defective device by sending it to **Highway Insurance: LV= Brentwood, PO Box 9104, Frizzell House, County Gates, Bournemouth, BH1 9DB**.

If **you** remove **your car** from the **policy** or **your policy** is cancelled, the **telematics device** will not collect or transmit any further **data**, unless **you** have arranged for the **telematics device** to be fitted to **your** replacement car insured with **us**.

Unless the **telematics device** has been removed from **your car**, it is **your** responsibility to inform any person or organisation buying or taking ownership of **your car** that the **telematics device** is fitted to it.

Details of how driving behaviour is assessed and scored are set out in Section 10, and details of how the **caution and additional premium process** works are set out in Section 11 of this **policy**.

### Use of Data

In this section where the word 'we' 'us' or 'our' is used, it means **Highway Insurance**, Marmalade, appointed providers and / or service partners who will all keep and use the **data** securely.

It is important that **you** read this part of **your policy** so that **you** understand who can access and use the information **you** have provided, together with the **data** collected by the **telematics device** and the purposes for which we will use it. This should be read in conjunction with the How we use your personal information section.

## YOUR TELEMATICS POLICY CONTINUED

The **data** collected by the **telematics device** is transmitted via a Mobile Phone Network in a secure format.

By taking out the Marmalade Black Box **policy** you are consenting to **your data** being collected by the **telematics device** and to this **data** being used by us in the ways outlined below.

It is a condition of this **policy** that **you** inform anyone that is going to drive **your** car that it is fitted with a **telematics device** that will collect and transmit **data** about how **your** car is driven and used. **You** must advise every driver that each **journey** is monitored and will be visible to **you** via **your** app or **internet portal**, any named drivers with access to **your** app and **internet portal** and to us. See General Condition Telematic Devices and Data.

From the date the **telematics device** is installed it will collect information including (but not limited to):

- the time of day and date of travel,
- **your** car's location,
- the distance travelled,
- speed throughout **your** car's journey,
- braking frequency and force,
- how smoothly **your** car accelerates and
- time spent stationary.

This information will be used to build up a profile of how, where and when **your** car is driven.

The **data** collected by the **telematics device** may be used by us for the following purposes:

- to review the information disclosed by **you** in relation to **your policy** or any claim, and to identify inconsistencies. Please note that knowingly providing inaccurate information could result in **your** claim being rejected and / or **your policy** being cancelled;
- operational requirements, including the activation, disconnection, updating and testing of **your telematics device** and any associated software (e.g. during installation or to perform maintenance checks);
- to provide **data** to **your** app and **internet portal**;
- processing **your** personal **data** for the purpose of providing **you** with **your** insurance **policy** and associated services;
- to contribute towards the calculation and charging of insurance premiums based upon driving behaviours and **your** car usage by compiling and generating scores;
- to assess **your** driving behaviours and **your** car usage together with **your** previous scores to help determine **your** future insurance premiums;
- to enable us to contact **you** regarding the administration of **your** insurance **policy**, provide **you** with reminders, other score related feedback and / or hints and tips. To do this we may contact **you** via e-mail, telephone, SMS text message, or post, however these communications will not take the form of marketing or promotional material;
- to help us handle any claim, and reduce fraud, by assisting with the identification, assessment or investigation of claims made and to provide clarification as to the circumstances of the claim;
- to provide **you** with any additional optional Telematic services that are or may become available, where **you** agree to these at purchase or during the lifetime of **your policy**;
- to carry out research and analysis to help us to understand driving behaviours which we will use to develop the underwriting of this product and to inform the development of similar products; or
- general research and analysis including mapping and refining techniques for analysing the **data**. In such circumstances the **data** will be anonymised and will not identify **you** or any car.

## YOUR TELEMATICS POLICY CONTINUED

We will only disclose **data** collected by the **telematics device** to authorities such as the police or the courts where we have **your** permission to do so (or another driver's permission, where the **data** relates to them), except where we are required to do so by law, when subject to a court order or where we suspect fraud or attempted fraud.

**You** have the right to withdraw **your** consent to our use of the **data** collected by the **telematics device** at any time. Where **you** wish to do so, **you** are required to notify Marmalade at **your** earliest opportunity. In these circumstances however, we will have the right to cancel **your policy** from the date we receive notification of **your** withdrawal of consent, in accordance with our right to cancel under Cancelling Your Policy (Outside the Cooling-off Cancellation Right).

If a named driver withdraws his or her consent, as soon as **you** are made aware of this, **you** are required to notify Marmalade that this named driver must be removed from the **policy**. However the **policy** requires a parent / guardian to be a named driver and if this requirement can no longer be met we will cancel **your policy** in accordance with our right to cancel under Cancelling Your Policy (Outside the Cooling-off Cancellation Right).

Where **you** or a named driver has withdrawn consent to our collection and / or use of the **data**, this does not remove our right to use the **data** collected up to the point of **your** notification to Marmalade.

**You** have the right to request a copy of the **data** that is being held about **you**. If **you** wish to be provided with this **data**, please send **your** request by email to:

[newdriveradmin@wearemarmalade.co.uk](mailto:newdriveradmin@wearemarmalade.co.uk)

## DEFINITION OF TERMS AND WORDS

### Definitions

The following words or phrases have the same meaning wherever they appear and are shown in bold throughout this **policy**.

**Amber journey** – A **journey** classified as having a combination of both low and high risk factors, where a **driving behaviour score** of 55% to 75% has been achieved.

**Caution and additional premium process** – The process whereby **you** and **your** named drivers may be issued with a **caution notice** and through which **you** may be required to pay an additional premium or could have **your** policy cancelled in the event of a **red journey** during a **red zone**.

**Caution Notice** – A message sent to **you** and **your** named drivers following a **red journey** setting out the consequences of that **red journey** under the **caution and additional premium process**.

**Certificate of Motor Insurance** – Legal evidence of **your** insurance. It is one part of the **contract of motor insurance**. It shows the cars **we** are insuring, who may drive the **insured car** (where 'any authorised driver' is stated, refer to the **schedule** for restrictions), what it may be used for and the **period of insurance**.

**Contract of Motor Insurance** – The **policy**, the **schedule** (including **endorsements**), the **certificate of motor insurance**, the information **you** gave **us** in the **proposal form** or **statement of fact** and declarations that **you** have made, all form the **contract of motor insurance**.

**Data** – All records of how, where and when the **insured car** is driven as gathered by the **telematics device** during each **period of insurance**.

**Driving behaviour score** – A score assigned to each **journey**, representing the level of risk (categorised as **Red journey**, **Amber journey** or **Green journey**) in the way the **insured car** was driven.

**Endorsements** – Something which alters **your** insurance cover. **Your** cover will be affected by any **endorsement** that is shown on the **schedule**. (Such **endorsements** may add exclusions to the cover or require **you** to take action such as fitting approved security.) More than one **endorsement** may apply. If **you** do not comply with any **endorsements**, this **contract of motor insurance** may no longer be valid and **we** may refuse to deal with any claim.

**Excess** – The amount **you** have to pay towards each claim **you** make under this **contract of motor insurance**. There may be more than one **excess**, part of which may be voluntary (where **you** have chosen to take an **excess** to receive a discount on **your** premium). The amount of the **excess** is shown on the **schedule**.

**Family or Household** – Any member of the policyholder's family, or any other person, who is a permanent or temporary resident at the policyholder's address.

**General Conditions** – These describe **your** responsibilities, general information and the procedures that apply in certain situations, such as when there is a claim or the **contract of motor insurance** is cancelled.

**General Exclusions** – These describe the things that are not covered by the **contract of motor insurance**. They are in addition to the exclusions shown under the headings 'What is not covered' in each of the Sections detailing the cover provided.

**Geographical Limits** – Great Britain, Northern Ireland, the Isle of Man and the Channel Islands. It also includes travelling by sea, air or rail between these places. Section 6 explains the cover that applies when driving abroad.

**Green journey** – A **journey** classified as low risk, where a **driving behaviour score** of over 75% has been achieved.

**Highway Insurance** – The trading name of **Highway Insurance Company Limited**.

**Highway Insurance Company Limited** – An insurance company, part of the Liverpool Victoria group of companies, authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

**Insured Car** – The car(s) shown on the current **schedule** and **certificate of motor insurance**.

## DEFINITION OF TERMS AND WORDS CONTINUED

**Internet portal** – The secure website to which **you** have access and which provides detailed information relating to the **insured car's journeys**, including the **driving behaviour scores**.

**Journey** – A period of travel in the **insured car**, beginning the moment the ignition in the **insured car** is switched on, and ending the moment the ignition is switched off.

**Market Value** – The cost at the date of the accident or loss of replacing the **insured car**, if possible, with one of a similar make, model, age, condition and mileage. **We** will usually ask an engineer to give **us** advice about the **market value** of the **insured car**, refer to guides of vehicle values and any other relevant sources. In assessing the **market value**, **you** should consider the amount that could reasonably have been obtained for the **insured car** if **you** had sold it immediately before the accident, loss or theft.

**Period of Insurance** – The length of time covered by this **contract of motor insurance**, as shown on the current **schedule** and **certificate of motor insurance**.

**Personal Belongings** – Certain property in the **insured car**, which **you** wear or use in every day life which belongs to **you** or anyone travelling in the **insured car**. Section 5 of this **policy** sets out the cover and limits which apply, and the items of **personal belongings** which are not covered.

**Policy** – This booklet, which sets out the details of cover and all the terms and conditions which apply. It is one part of the **contract of motor insurance**.

**Proposal Form or Statement of Fact** – The documents filled in by **you**, or on **your** behalf by Marmalade, or someone else, and all other information **you** gave and declarations made at the time the insurance was arranged and on which **we** have relied when agreeing to offer this **contract of motor insurance**. If **you** do not give **us** the full information requested at the start, and tell **us** about changes, this **contract of motor insurance** may no longer be valid and **we** may refuse to deal with any claim.

**Red journey** – A **journey** classified as high risk where a **driving behaviour score** of less than 55% has been achieved.

**Red Zone** – A time period of 30, 60 or 90 days that begins 24 hours after **you** and **your** named drivers have been issued with a **caution notice**, during which **you** are at risk of incurring an additional premium of £125, £250 or cancellation of **your** policy, if another **red journey** occurs within this specified time period.

**Schedule** – Forms part of the **contract of motor insurance** and confirms details of **you**, the **insured car(s)** and the cover which applies. It is one part of the **contract of motor insurance**.

**Standard Accessories** – Accessories made available for the vehicle by the manufacturer as optional extras and for which a receipt must be provided. **Standard accessories** do not include modifications to the **insured car**, signwriting or any other accessory fitted to it not provided by the vehicle manufacturer.

**Telematics device** – The device (electronic equipment, including connections and related wiring) fitted to the **insured car** which monitors, records and transmits **data** about how, where and when the **insured car** is driven.

**We, our, us** – **Highway Insurance Company Limited** trading as **Highway Insurance**.

**You, Your** – The person, company or trading name (including subsidiary companies) shown as the insured on the **schedule** and **certificate of motor insurance**.

# CONTRACT OF MOTOR INSURANCE

## Marmalade Black Box

This **policy**, the **schedule**, the **certificate of motor insurance**, information **you** gave **us** in the **proposal form or statement of fact** and declarations that **you** have made, form a legally binding **contract of motor insurance** between **you** and **Highway Insurance Company Limited**, trading as **Highway Insurance**. This **contract of motor insurance** is a contract personal to **you** and **you** cannot transfer it to anyone else.

**We** agree to insure **you** under the terms of this **contract of motor insurance** against any liability, loss or damage that occurs within the **geographical limits** during the **period of insurance** for which **you** have paid, or agree to pay, the premium.

**You** must read this **policy**, the **schedule** and the **certificate of motor insurance** together. The **schedule** tells **you** which sections of the **policy** apply and identifies any **endorsements**. Please check all three documents carefully to make sure that they give **you** the cover **you** want and that **you** comply with all the relevant terms and conditions, including any **endorsements**.

It is not intended that the Contracts (Rights of Third Parties) Act 1999 should confer any additional rights under this **policy** in favour of any third party.

Unless **we** agree with **you** to apply the laws of another country, English Law will apply to this contract (unless **you** live in Guernsey or Jersey, where Guernsey or Jersey law will apply).

## Your Cover

The current **schedule** shows what **you** are covered for. The different kinds of cover are:

- Comprehensive – Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 & 11 apply.
- Third Party Fire and Theft – Sections 1, 2, 6, 7, 10 and 11 apply.

## Use

This **contract of motor insurance** only covers **you** if **you** use the **insured car** in the way described in **your certificate of motor insurance** (under 'Limitations as to Use') and any **endorsements**.

## Cooling-off Cancellation Right

**We** hope **you** are happy with the cover this **policy** provides. However, **you** have the right to cancel it within 14 days of receiving the **policy** or from the start date of **your policy**, whichever is latest, without giving any reason. **You** may cancel using this 'cooling-off' period by telling **us**, or Marmalade, in writing or by email or telephone and cancellation can take effect immediately or from a later date, although it cannot be backdated to any earlier date. If **you** do cancel in the first 14 days using the 'cooling-off' cancellation condition, **we** will charge **you** pro rata, subject to a minimum fee of £25 + Insurance Premium Tax, for the cover provided from the beginning of the contract until the **policy** is cancelled, unless **we** are required to make a total loss payment under the **policy**, under which circumstances a refund of the premium is not payable.

## Cancelling your Policy (Outside the Cooling-off Cancellation Right)

**You** may cancel this **contract of motor insurance** at any time by telling **us**, or Marmalade, in writing or by email or telephone and cancellation can take effect immediately or from a later date, although it cannot be backdated to any earlier date. If **you** or someone else has not made a claim in the current **period of insurance**, **we** will refund part of **your** premium. **We** will work out the refund on a pro-rata basis less a premium charge of £25 + Insurance Premium Tax to cover **our** administration costs.

**We** will not refund any of **your** premium if the **contract of motor insurance** is cancelled following a claim whether settled or not.



## CONTRACT OF MOTOR INSURANCE CONTINUED

**We**, or **our** authorised agent, may cancel this **contract of motor insurance** by giving **you** seven days' notice in writing to **your** last known address where there is a valid reason for doing so. Valid reasons may include, but are not limited to, if:

- **you** do not pay **your** premium, premium deposit or any instalment payment on or before the due date;
- **you** or anyone else covered by this insurance has not met all the terms and conditions of this **policy**;
- a change in **your** circumstances means **we** can no longer provide cover;
- **you** do not provide **us** or Marmalade with any requested documents.
- **we** identify misrepresentation or any attempt to gain an advantage under this insurance to which **you** are not entitled;
- **we** identify **your** involvement in or association with insurance fraud and/or financial crime.

The insurance will end immediately the seven days' notice runs out. If **you** have just taken out the **policy** or renewed it with **us** and the premium is unpaid, **we** will cancel **your** insurance from the start/renewal date.

**We** will refund the balance of **your** premium that applies to the remaining **period of insurance** unless fraud has been identified.

If a refund is paid, a premium charge of £25 + Insurance Premium Tax to cover **our** administration costs will be deducted from the refund.

If **you** or someone else has made a claim, **we** will cancel **your** cover but may not refund any premium. If **you** are paying by instalments, **you** must still pay the balance of the full annual premium.

If **you** produce a cancelled **certificate of motor insurance** to any person with the intention of deceiving that person into accepting it as genuine, **you** may be prosecuted.

### Changes to your details

**You** must tell Marmalade as soon as possible if any of the details on **your proposal form or statement of fact** change including:

- Changes made to **your** car which improve its value, appearance, performance or handling.
- Changing **your** car.
- Changes in the way **your** car is used.
- Change of address or where **your** car is kept.
- Change of occupation, including part time work.
- Change in the main user of the car.
- Details of any motoring convictions, fixed penalty offences or licence endorsements for any person who may drive the car.
- Details of any criminal convictions for any person who may drive the car.
- Details of any accidents, thefts, loss or damage, regardless of blame or whether a claim was made or not, for any person who may drive the car.

This is not a full list and **you** should **contact** Marmalade for advice if **you** are not sure whether a change will affect **your** cover.

When **you** advise **us** of any permanent or temporary changes to **your policy** during the **period of insurance** which **we** agree to, or if **you** request duplicate documents, a premium adjustment charge of £10 + Insurance Premium Tax will be made in addition to any other change in premium to cover **our** administration costs. This charge is in addition to any administration fees charged by Marmalade.

## CONTRACT OF MOTOR INSURANCE CONTINUED

If **you** change of circumstances means that **we** can no longer provide cover, **we** or **our** authorised agent will give **you** notice of cancellation, see Cancelling your Policy (Outside the Cooling-off Cancellation Right).

If **you** do not tell Marmalade of a change **we** will be entitled to do one or both of the following:

- reject or reduce payment of **your** claim.
- cancel the **policy** and/or treat it as though it never existed.

### Additional Information – The following does not form part of the Contract of Motor Insurance

#### Car Crime – Learn How to Beat the Criminals

Most crime prevention methods are common sense:

- Never leave valuables on show.
- Use good quality locks and security devices.\*
- Always ensure **your** steering lock is on when **you** leave **your** car and use a steering wheel lock.\*
- Fit locking wheel nuts to **your** wheels.
- Don't make life easier for thieves, always remove the keys from **your** vehicle and lock it when **you** leave it, even temporarily. Not to do so may invalidate **your** cover so lock it or lose it!
- Remove any entertainment equipment if **you** can.
- Always park **your** vehicle in a secure location, in **your** own garage or a secure public garage if possible.
- Always lock **your** vehicle and activate any alarm &/or immobiliser when **you** leave it.

**You** can obtain further information from **your** local Crime Prevention Officer at **your** local Police station, or visit: <http://www.secureyourmotor.gov.uk/>

\* We recommend **you** install security devices such as steering wheel locks, alarms and immobilisers that are accredited by Thatcham Motor Insurance Repair and Research Centre. For further information visit: <http://www.thatcham.org/>

## SECTION 1: LIABILITY TO OTHERS

### What is covered

**We** will insure **you** against everything **you** legally have to pay to people who claim for damages, costs and expenses if they arise from a claim caused by an accident while **you** are driving, or in charge of the **insured car**, if **you** kill or injure other people. **We** will also cover **you** for **your** legal liability for damage to their property (including any related indirect loss) up to £20,000,000 and for costs and expenses incurred up to £5,000,000. **We** will also insure **you** while the **insured car** is towing a caravan, trailer or broken-down car, so long as the towing is allowed by law and the caravan, trailer or broken-down car is attached properly to the **insured car** by towing equipment made for this purpose.

### What is not covered

- Loss or damage to the **insured car**, caravan, trailer or broken-down car.
- Any amount above £20,000,000 for damage to other people's property (including any related indirect loss) and any amount above £5,000,000 for costs and expenses incurred.
- Property belonging to (or in the care of) **you** or **your** passengers or in any caravan, trailer or broken-down car.
- Death or injury to the person driving or in charge of the **insured car** or to any person being carried in or on, or getting into or out of, a caravan or trailer.
- Legal liability when **you** are towing any caravan, trailer or broken-down vehicle for profit.
- If **your** current **certificate of motor insurance** states that business use is allowed, liability for death or injury to any employee of the person insured, arising during the course of their employment, except where needed by law.
- Any liability, injury, loss or damage resulting from anything sold, transported or supplied by **you** or on **your** behalf.

### Insuring others – What is covered

**We** will also insure the following people under this Section.

- Any person **you** allow to use the **insured car** as long as **your** current **certificate of motor insurance** says they can and they are not excluded from driving by an **endorsement** shown in the **schedule**.
- Any person (other than the person driving) being carried in, or getting in or out of the **insured car** or any person who causes an accident while they are travelling in, or getting in or out of, the **insured car**.
- **Your** employer or business partner (but only if **your** current **certificate of motor insurance** states that business use is allowed).
- If anyone covered by this **contract of motor insurance** dies, **we** will cover their legal representative to deal with any claims made against that person's estate.

### Insuring others – What is not covered

- Legal liability if **your** current **certificate of motor insurance** does not cover the person using the **insured car** or if the person using the **insured car** is excluded from driving or using the **insured car** as a result of the **general exclusions**, **general conditions** and **endorsements**.
- Legal liability if the **insured car** is being used for business and **your** current **certificate of motor insurance** does not state that business use is allowed.
- Any liability, injury, loss or damage resulting from anything sold, transported or supplied by **you** or on **your** behalf.

## SECTION 1: LIABILITY TO OTHERS CONTINUED

### Costs of Legal Representation – What is covered

Following a claim under this **contract of motor insurance**, **we** will pay the reasonable legal costs and expenses relating to.

- solicitors' fees for representing anyone **we** insure at a coroner's inquest, fatal accident inquiry or court summary of jurisdiction; and
- the defence of anyone **we** insure against any legal proceedings for manslaughter or causing death by dangerous or reckless driving.

In assessing whether legal costs and expenses are reasonable the following will be considered:

- the level of experience required of the legal representative taking into account the nature of the case.
- the level of costs charged by the legal representative.
- whether legal representation for a defence of prosecution is likely to affect the outcome.
- **We** may, at any time, stop paying the legal costs and expenses.

### Costs of Legal Representation – What is not covered

- Any costs which have not first been agreed in writing by **us** or arising from a claim caused by an accident which is not covered under this **contract of motor insurance**.
- Any costs where **we** have chosen to stop payments or arising from a claim which is not covered as a result of the **general exclusions, general conditions and endorsements**.

### Emergency Medical Treatment – What is covered

**We** will pay for the Emergency Treatment Fees, as required by the Road Traffic Acts, after an accident involving the **insured car**. **We** must, by law, provide this cover.

If this is the only payment **we** make, **your** No Claims Discount will not be affected.

### Emergency Medical Treatment – What is not covered

- Any amount that is more than the compulsory fee.

## SECTION 2: FIRE AND THEFT

### What is covered

**We** will cover **you** for loss or damage to the **insured car** that is caused by fire, lightning, explosion, theft or attempted theft. This includes **standard accessories** on it or kept in **your** private garage. **We** will also pay for loss or damage to the **insured car's** fitted entertainment equipment up to the limit stated on the **schedule**.

**We** will also insure the following people under this Section.

- Any person employed by a motor garage or similar business, which **you** do not own, which has the **insured car** for the purpose of maintenance, repair, testing or servicing.
- Any person employed by a hotel, restaurant or similar business, which **you** do not own, where the **insured car** is being parked for **you**.

### What is not covered

- Any car which is not the **insured car** and any loss or damage if **you** do not have cover under this section.
- Wear and tear, mechanical, electrical, electronic and computer failure, breakdowns or breakages.
- Compensation for **you** not being able to use the **insured car**, any delay where **we** have to get new parts or accessories or they are unavailable, or the value of the **insured car** reducing for any reason.
- Any other indirect loss, such as travel expenses or loss of earnings.
- Loss or damage caused by failure to protect the **insured car**, (see 'Care of the Car' under the **general conditions**), or if it has been left unlocked and/or with the keys, lock transmitter, entry card or other ignition control device left in, on or in the immediate proximity of the vehicle.
- Loss or damage from repossession of the **insured car** and returning it to its rightful owner.
- Loss or damage from any agreement or proposed transaction for selling or hiring the **insured car** or someone taking the **insured car** by fraud, trickery or deception or attempting to purchase the **insured car** by fraudulent means.
- Loss or damage arising from the **insured car** being taken or driven by a person who is not an insured driver but is a member of the policyholder's **family or household**, or being taken or driven by an employee or ex-employee, unless **you** report the person to the police for taking **your** vehicle without **your** consent.
- Loss or damage caused deliberately by **you** or any person driving the **insured car** with **your** permission.
- Any additional damage resulting from the **insured car** being moved by **you**, or any person driving the **insured car** with **your** permission, after an accident, fire or theft.
- Any amount above the limit stated on the schedule for fitted entertainment equipment.
- Any storage charges unless **you** tell **us** about them and **we** agree in writing to pay for them.
- **Personal belongings** unless **you** have cover under Section 5.
- Keys, remote control or security devices (whether lost or stolen) unless **you** have cover under Section 8.
- Tapes, cassettes, compact and minidisks, Citizens-Band radios, phones or phone equipment.
- Any loss or damage up to the amount of the **excess** that appears on **your schedule**.
- Any satellite navigation equipment or accessories, whether permanently fitted or not, that are not **standard accessories**.
- Any loss or damage caused by failure to maintain the **insured car** and safeguard it from such loss or damage.
- Any loss or damage from the **insured car** being confiscated, disposed of or destroyed by or under order of any government or public or local authority order.

## SECTION 3: ACCIDENTAL DAMAGE

### What is covered

**We** will cover **you** for loss or damage to the **insured car**. This includes **standard accessories** on it or kept in **your** private garage. **We** will also pay for loss or damage to the **insured car's** fitted entertainment equipment up to the limit stated on the **schedule**.

**We** will also insure the following people under this Section.

- Any person employed by a motor garage or similar business, which **you** do not own, which has the **insured car** for the purpose of maintenance, repair, testing or servicing.
- Any person employed by a hotel, restaurant or similar business, which **you** do not own, where the **insured car** is being parked for **you**.

### What is not covered

Any loss or damage described in 'what is not covered' under the Fire and Theft section of this **policy**. **We** also do not cover the following:

- Damage to tyres caused by wear and tear, braking, punctures, cuts or bursts.
- Damage caused by frost, unless **you** have taken care to stop the damage happening and have followed the manufacturer's instructions to avoid liquid freezing in **your** vehicle.
- Loss or damage arising from the **insured car** being filled with the wrong fuel.

### New car replacement

If, within one year of **you** buying the **insured car** from new and **you** were the first registered owner, it is:

- stolen and not recovered, or
- damaged so that repairs will cost more than 60% of the manufacturer's price list (including taxes and the cost of accessories) at the time of the loss or damage;

**We** will replace the **insured car** with a new one of the same make, model and specification.

If a replacement car of the same make, model and specification is not available **we** will, where possible, provide a similar car of identical list price.

### New car replacement does not apply if:

- **You**, or anyone **we** know who has an interest in the **insured car**, does not agree.
- The **insured car** is more than one year old at the time of the loss or damage.
- **You** were not the first registered owner of the **insured car**.
- **You** did not buy the vehicle from new.
- The repairs cost less than 60% of the manufacturer's price list (including taxes and the cost of accessories).
- **You** wish to have the claim settled on a cash basis when the most **we** will pay is the **market value** of the **insured car** and its **standard accessories** at the time of the loss or damage.

**We** are not liable for the consequences of any delay in getting the replacement car.

### Uninsured driver promise

If **you** are hit by an uninsured driver **we** will reinstate **your** no claim discount and reimburse any **excess** once **we** have established that the driver of the other vehicle was uninsured and the accident was not **your** fault. **We** will need **you** to provide the registration number, make, model and colour of the other car involved and also the driver's name and address if possible.

## SECTION 4: WINDSCREEN AND WINDOWS

### What is covered

**We** will pay for damage to the **insured car's** windscreen or windows. If this is the only damage **you** are claiming for, **your** No Claims Discount will not be affected.

The **schedule** shows the maximum amount **we** will pay:

- In any one **period of insurance** if the windscreen or window is replaced or repaired by Highway Glassline (Telephone 0800 678 1010) or
- In any one **period of insurance** if any other supplier carries out the repair or replacement.

### What is not covered

- Any loss or damage if **you** do not have cover under this Section.
- Damaged sunroofs, roof panels including damage to any part of a convertible hood, lights or reflectors, even if they are made of glass.
- Extra costs for the work to be undertaken outside normal hours, unless the windscreen is shattered, or the driver's vision or the security of the **insured car**, is affected.
- The **excess**, unless **you** have **your** windscreen or window repaired rather than replaced. (The **excess** must be paid direct to the repair or replacement company if **your** windscreen or other windows are replaced, rather than repaired.)

## SECTION 5: PERSONAL ACCIDENT, PERSONAL BELONGINGS AND MEDICAL EXPENSES

### Personal Accident – What is covered

If **you**, **your** husband, **your** wife or **your** civil partner (as defined in the Civil Partnership Act 2004) are involved in a car accident, **we** will pay the amounts shown below if, within three months of the accident, it directly causes one of the following:

- Death **£5,000**
- Total loss of one or more limbs **£5,000**
- Permanent blindness in one or both eyes **£5,000**

The most **we** will pay is the limit for any one cause of death or injury during any one **period of insurance**. **We** will only make a payment if the injury or death is directly connected with an accident involving the **insured car**, and not if it happens while **you**, **your** husband, **your** wife or **your** civil partner were travelling in or getting into or out of any other private motor car that **you** do not own and is not hired or leased to **you**.

### Personal Accident – What is not covered

- Any loss if **you** do not have cover under this Section.
- Anyone who is under 21 or 75 or older at the time of the accident.
- Death or bodily injury caused by suicide or attempted suicide, self-injury or by drugs, alcohol or anything taken  
Death or bodily injury caused by disease, physical sickness or disability.
- Anyone failing to keep to the law regarding the use of seat belts.

### Personal Belongings – What is covered

**We** will pay up to £250 for **personal belongings** in **your** car, if they are lost or damaged because of an accident, fire, theft or attempted theft. If someone else owns the property, **you** can ask **us** to settle the claim with the owner of the property. **We** may need proof of purchase.

### Child seat cover

If **you** have a child seat fitted in **your** car and **your** car is involved in an accident, provided **you** are making a claim under Section 3 of this **policy**, **we** will pay for the cost of a replacement of a similar model and standard even if there is no apparent damage, subject to the provision of the purchase receipt for the original item.



## SECTION 5: PERSONAL ACCIDENT, PERSONAL BELONGINGS AND MEDICAL EXPENSES CONTINUED

### Personal Belongings – What is not covered

- Any loss or damage if **you** do not have cover under this Section.
- **Personal belongings** covered by any other insurance.
- Money, stamps, tickets, documents, securities, jewellery or furs.
- Goods or samples connected with **your** work or any other trade, or any container for these things.
- Radios, cassette, compact or mini disc players, MP3 players, tapes or discs, televisions, phones or phone equipment, computers or computer equipment and accessories, computer game consoles or games and accessories, Citizen-Band radios and accessories.
- Keys, remote control or security devices.
- Property taken from an unlocked vehicle or which **you** have not taken care to protect from loss or damage.

### Medical Expenses – What is covered

If **you** or **your** passengers are injured because of an accident involving the **insured car**, **we** will pay up to £150, in addition to the compulsory Emergency Medical Treatment fee (see Section 1), for each person for any medical treatment they receive.

### Medical Expenses – What is not covered

Any medical expenses if **you** do not have cover under this Section.

## SECTION 6: DRIVING ABROAD

### Minimum Insurance – What is covered

We provide the minimum cover that applies to the country concerned to allow **you** to use the **insured car** covered by this insurance in:

- Any country which is a member of the European Union, Andorra, Iceland, Norway, Serbia and Switzerland.

The minimum cover automatically provided by this **contract of motor insurance** may vary from country to country.

### Minimum Insurance – What is not covered

- Damage to the **insured car**
- Customs and Excise duty

### Cover in addition to Minimum Insurance – What is covered

We will extend **your** cover to apply to:

- Any country which is a member of the European Union, Andorra, Iceland, Norway and Switzerland.
- the **insured car** whilst it is being transported by rail, sea or air between countries which **you** have cover for. If **you** are travelling by sea, it must be by a recognised sea route and the journey should not take longer than 65 hours.

For up to a quarter of the **period of insurance** as long as:

- The **insured car** is taxed and registered within the **geographical limits**, and
- **Your** main permanent home is within the **geographical limits** and **your** visit abroad is only temporary.

### Cover in addition to Minimum Insurance – What is not covered

- Customs and Excise duty.
- Use for more than a quarter of the **period of insurance**.
- Loss or damage in any country which is not a member of the European Union, Andorra, Iceland, Norway or Switzerland.
- Personal Accident, Belongings or Medical Expenses (see Section 5) unless shown on the **schedule** as applying when the **insured car** is being used within the **geographical limits**.
- The **insured car**, unless it is being used for purposes described in the **certificate of motor insurance**.
- Any additional accommodation or travel costs or expenses incurred.

### Additional information when travelling abroad

The following does not form part of **your contract of motor insurance**.

- Do take out adequate travel, breakdown and recovery insurance to cover all eventualities, even on a short trip.
- Do not sign an Agreed Statement of Facts form unless **you** fully understand and agree with its contents. In some countries they are binding agreements of the circumstances of an incident.

## SECTION 7: NO CLAIMS DISCOUNT

If this is a yearly contract, and **you** do not claim under this insurance and **you** have not been involved in an accident which has or may result in a claim against **you**, **we** will give a discount from **your** renewal premium.

If the insurance covers more than one car, the No Claims Discount will apply separately for each car.

**You** cannot transfer **your** No Claims Discount to anyone else.

**We** will reduce or remove **your** No Claims Discount, in accordance with the scale below, if **we** make any payment whatsoever, even if the accident is not **your** fault, unless **we** get the money back from someone else. **We** may withhold the No Claims Discount in full or part if there are any claims that have not been settled. If **we** recover all **our** money, or **we** have good reason to believe a third-party claim would be unsuccessful, the No Claims Discount would apply again.

Current NCD (Years)	After 1 Claim (Years)	After 2 Claims (Years)	After 3+ Claims (Years)
1	0	0	0
2	0	0	0
3	1	0	0
4	2	0	0
5+	3	1	0

If **you** have a protected No Claims Discount (shown on the **schedule**) **we** will not reduce the Discount if **you** do not claim more than twice during five continuous periods of insurance. The protected No Claims Discount only applies while **you** are insured by **us** and cannot be transferred to another insurer. Premiums in future years may still be increased according to the claims history.

## SECTION 8: LOCK REPLACEMENT

### What is covered

If the keys, lock transmitter or entry card for the keyless entry system of **your insured car** are lost or stolen, **we** will pay up to £1000 towards the cost of replacing:

- the door and boot locks
- the ignition and steering locks
- the lock transmitter; and
- the entry card

provided that **we** are satisfied that any person who may have the keys, transmitter or entry card knows the identity or location of **your insured car**, and care is taken to safeguard the keys, transmitter or entry card from loss.

### What is not covered

- The theft **excess** shown on **your schedule**.
- Any amount in excess of £1000.

## SECTION 9: OVERNIGHT ACCOMMODATION OR ONWARD TRANSPORT

### What is covered

If **you** are unable to continue **your** journey as a result of accidental loss or damage to the **insured car** occurring within the **geographical limits**, provided **you** are claiming under section 3 Accidental Damage of this **policy**, **we** will contribute up to £300 in respect of:

- 3 night's hotel accommodation for occupants of the **insured car** where loss of use necessitates an unplanned overnight stop; and/or
- travelling expenses for occupants of the **insured car** towards reaching **your** destination.

**You** must pay for the accommodation or travelling expenses yourself and submit receipts for **us** to reimburse **you**.

### What is not covered

- Newspapers, drinks, telephone calls and meals.
- Any amount in excess of £300 for any one incident.
- Any costs incurred outside the **geographical limits**.

## SECTION 10: DRIVING BEHAVIOUR

The **telematics device** will measure and transmit various aspects of how **your** car is driven throughout each **journey**. From the date the **telematics device** is installed it will collect information including (but not limited to), the time of day and date of travel, **your** car's location, distance travelled, speed throughout **your** car's **journey**, braking frequency and force, how smoothly **your** car accelerates and time spent stationary.

The **data** will be used to build up a profile of how, where and when **your** car is driven, and to determine the **driving behaviour scores**.

The **driving behaviour score** results for **journeys** will be available to view on the secure app and **internet portal**.

Full details of how **your data** will be used are contained in the Your Telematics Policy section.

### Your journeys

**Journeys** are categorised into three levels based on the **driving behaviour score**:

- **Green journeys** will result in no premium increase or cancellation.
- **Amber journeys** will result in no premium increase or cancellation but **you** and **your** named drivers can review these **journeys** on the secure **internet portal**.
- **Red journeys** may result in increased premiums or cancellation of **your policy**.

A **driving risk score** of 100% represents a perfect **journey**, and a score of over 75% is classified as a **green journey**. Achieving a **driving risk score** of 55% to 75% is classified as an **amber journey**, a score of less than 55% represents a **red journey**.

**You** will be sent notification of any **red journey** by e-mail and SMS text message and requested to review **journeys** on the app and **internet portal**. **You** will also be advised of the next steps, which in the event of multiple **red journeys** may include a requirement for **you** to pay an additional premium or notice that **we** will be cancelling **your policy**.

## SECTION 11: DRIVING CAUTION AND ADDITIONAL PREMIUM PROCESS

**You** and **your** named drivers are permitted a total of one **red journey** before entering the **caution and additional premium process**. After the first **red journey**, **you** and **your** named drivers will be sent an advisory **caution notice** by e-mail and SMS text message. This will inform **you** of the first **red journey**, the **caution and additional premium process** and will advise the consequences of any further **red journey** within the applicable time period, as shown in the table below.

### 24 hour review

After any **red journey** we will give **you** and **your** named drivers 24 hours to review the details on the app and **internet portal**, during which time, **we** will not take any action if **you** or **your** named drivers incur another **red journey**.

### Subsequent red journey

Once the 24 hour review period has ended, the next **red journey** will result in **you** entering the **caution and additional premium process** at **red zone** stage 1 and additional **red journeys** could lead to additional premiums being requested and ultimately policy cancellation as set out in the table below.

Red Zone	Time Period	Consequence of a Red Journey during this stage
Stage 1	30 days	Additional premium of £125 and move to stage 2
Stage 2	60 days	Additional premium of £250 and move to stage 3
Stage 3	90 days	Policy cancellation

### Stage 1

Having entered stage 1, if **you** do incur another **red journey** within the **red zone** of 30 days **you** will be required to pay the additional premium of £125 within 7 days and **you** will move to stage 2 and a **red zone** of 60 days will begin.

If **you** do not incur another **red journey** within the stage 1 **red zone** of 30 days **you** will not be required to pay any additional premium and will no longer be at immediate risk of having to pay this additional premium.

However, a subsequent **red journey** will result in a new **red zone** of 30 days (stage 1) beginning, and the process described above will apply.

### Stage 2

Having entered stage 2, if **you** do incur another **red journey** within the **red zone** of 60 days **you** will be required to pay the additional premium of £250 within 7 days and **you** will move to stage 3 and a **red zone** of 90 days will begin.

If **you** do not incur another **red journey** within the stage 2 **red zone** of 60 days **you** will not be required to pay any additional premium and will no longer be at immediate risk of having to pay this additional premium.

However, a subsequent **red journey** will result in a new **red zone** of 60 days (stage 2) beginning, and the process described above will apply.

### Stage 3

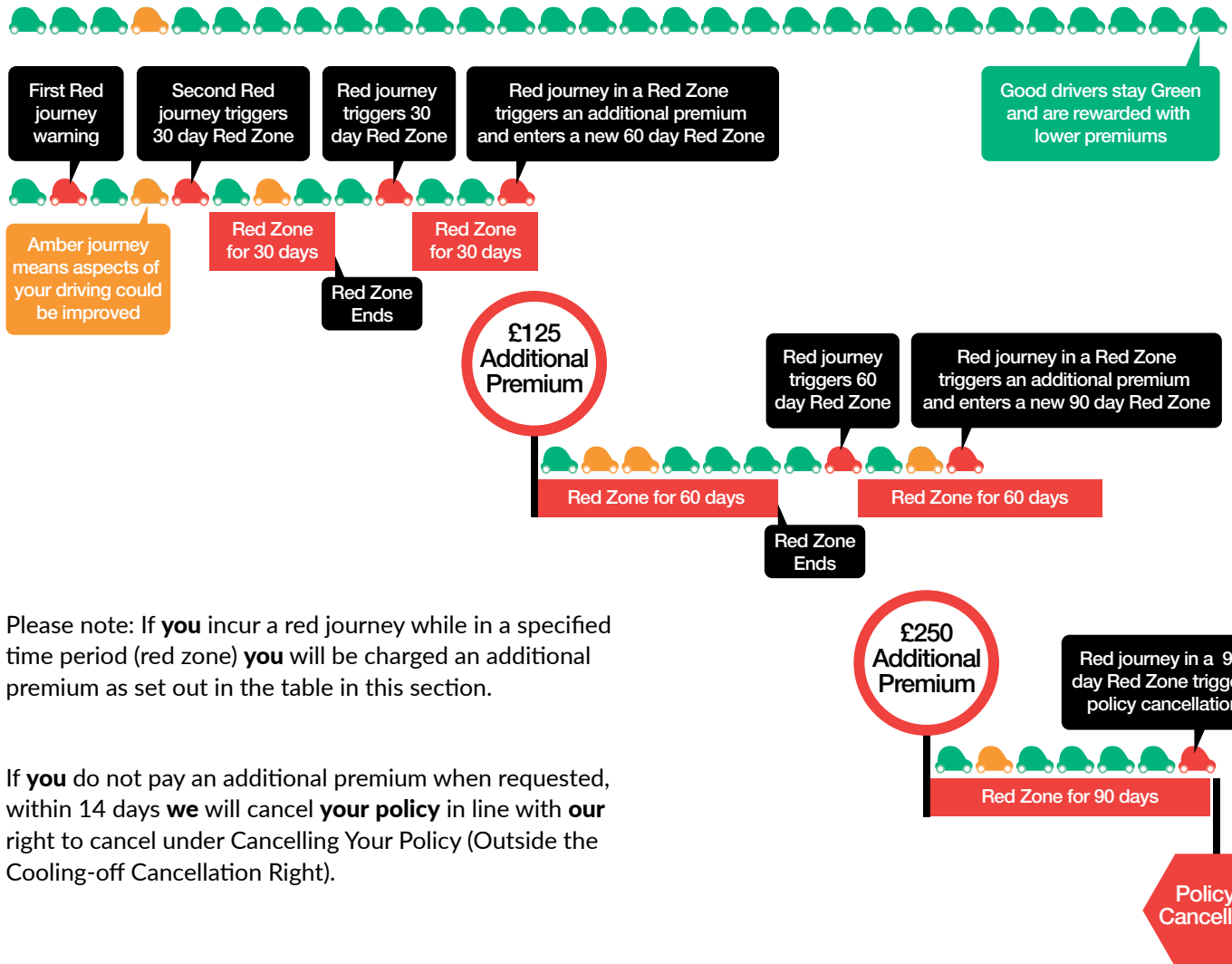
Having entered stage 3, if **you** do incur another **red journey** within the **red zone** of 90 days **your policy** will be cancelled.

If **you** do not incur another **red journey** within the stage 3 **red zone** of 90 days **your policy** will continue without any additional premium and **you** will no longer be at immediate risk of cancellation.

However, a subsequent **red journey** will result in a new **red zone** of 90 days (stage 3) beginning, and the process described above will apply.

## SECTION 11: DRIVING CAUTION AND ADDITIONAL PREMIUM PROCESS CONTINUED

Examples of the **caution and additional premium process** are illustrated below:



Please note: If **you** incur a red journey while in a specified time period (red zone) **you** will be charged an additional premium as set out in the table in this section.

If **you** do not pay an additional premium when requested, within 14 days **we** will cancel **your policy** in line with **our** right to cancel under Cancelling Your Policy (Outside the Cooling-off Cancellation Right).

## CLAIMS HANDLING

**We** aim to provide **you** with the best claims service that **we** can. If **you** use the services **we** have put in place to achieve this, **we** can provide a better service than when the claim is outside **our** control.

There are some important points that **you** should be aware of if **you** are involved in an accident or **your** car is stolen.

### Accident

- **You** must STOP at the scene of the accident, do not drive away until **you** have exchanged details with the other party involved.
- Give **your** name, address and insurance details.
- Get the name, address, phone number, vehicle registration and any other information **you** can from the other driver or drivers, passengers, witnesses and any attending police officer.
- Note the exact location and any relevant road signs or markings.
- If there is an injury and **you** did not give **your** details at the scene, report the incident to the police within 24 hours.

### Theft

- Report the theft to the police immediately and take a note of the officer's name, number constabulary and crime reference number.
- If **you** know where the vehicle is after its theft, make sure that it is safe and secure.

### Claims Procedure

If any accident, injury, loss or damage occurs **you**, or **your** legal representative, must do the following:

Inform **us** by calling **our** Contact Centre (UK) on 0800 681 6372 as soon as is reasonably possible. If **your** claim is for glass only call **our** glassline on 0800 678 1010.

- Send **us**, unanswered, every letter **you** receive about a claim as soon as possible.
- Tell **us**, as soon as **you** know, about any prosecution, coroner's inquest or fatal accident inquiry.
- Not admit liability or negotiate a settlement without **our** written permission.
- Give any information, help and co-operation **we** need, including going to court if necessary.

### We may do the following

- Take over, defend or settle any claims in **your** name, or that of any other person insured.
- Take action (which **we** will pay for) in **your** name, or that of any other person insured, to get back any money **we** have paid.

### Windscreen Damage – Ring 0800 678 1010

(See Section 4)

If **you** use Highway Glassline the **policy** limit may not apply. If **you** use another supplier, **we** will only pay up to the limit shown on the **schedule**.

Some windscreen damage can be repaired. If so, no windscreen **excess** will apply.

## CLAIMS HANDLING CONTINUED

### Handling Your Claim

(See Sections 2, 3 and 8)

#### We will do the following:

- Get an agent to take the **insured car** to the nearest Approved Repairer or another safe place if **you** cannot drive it.
- Refer **you** to an Approved Repairer. **You** can take the car to them or they will collect it and return it to **you** after an estimate has been prepared.
- Send the car to an Approved Repairer, or another repairer of **your** choice, if **we** disagree with the estimate for repairing it provided by a non-approved repairer.
- If the **insured car** is being repaired by an Approved Repairer from **our** network, they will provide **you** with a class A courtesy car for the duration of the repair to the **insured car**. **We** will insure the courtesy car under this insurance in exactly the same way as **we** insure the **insured car**. **You** must return the courtesy car when the owner or **we** ask **you** to or if this insurance expires and **you** do not renew it.
- Treat the **insured car** as stolen if it has not been recovered within 30 working days after **you** reported the theft to **our** Contact Centre. It must still be missing when **we** pay **your** claim.
- Have **your** vehicle examined by **our** own or **our** appointed engineer.

#### You must do the following:

- Get **our** permission before ordering any new part or accessory, and before paying for any transport outside the **geographical limits**.
- Tell **us** straightaway if the **insured car** is stolen and **you** later get it back, or discover where it is.
- Send **us** the vehicle keys and any documents **we** ask for before **we** pay **your** claim.

### Paying Your Claim

(See Sections 2, 3, 4 and 8)

#### We will do the following:

- Pay the reasonable cost of protecting the **insured car**.
- Pay the reasonable cost for the **insured car** to be brought back to the address shown on the **schedule**. (**We** will not pay the cost of any transport outside the **geographical limits** unless **we** agree to do so first.)
- Entirely at **our** discretion and subject to payment of the **policy excess**, arrange to:
  - a) repair the damage at **our** Approved Repairer, **we** may decide to use suitable parts or accessories which are not supplied by the original manufacturer, or alternatively authorise repairs at a repairer of **your** choice subject to the provision of satisfactory estimates,
  - b) pay **you** the cost of replacing or repairing the damaged parts, including their fitting, or
  - c) treat the **insured car** as a total loss and pay **you** the **market value** of the vehicle less the **excess** just before the loss or damage happened. Once **you** accept **our** offer or **we** have paid the claim (or both), the **insured car** becomes **our** property, unless **we** agree otherwise.
- Pay the last known cost shown in the manufacturer's price list and the reasonable cost of fitting if any lost or damaged part or accessory is no longer available.
- Not pay the whole cost of any repair or replacement that leaves the vehicle in a better condition than before the loss or damage (**you** will pay part of the cost of the repair or replacement).



## CLAIMS HANDLING CONTINUED

- Not refund any premium if the **insured car** is written off or there is any claim.
- Settle the claim to the legal owner, up to the **market value**, if the **insured car** is part of a hire-purchase or leasing agreement, or belongs to someone else.
- **We** will not pay the VAT element of any claim if **you** are registered for VAT.
- If **we** declare the **insured car** a total loss (write off), **you** must pay whatever **you** owe **us** before **we** will pay **your** claim, or **we** may take what **you** owe **us** from anything **we** pay **you**.

### You must do the following:

- Pay any **excess** direct to the repairer when **you** collect **your** vehicle.
- Pay the VAT direct to the repairer when **you** collect **your** vehicle if **you** are registered for VAT.
- Reimburse **us** any amount paid to any repairer in respect of a claim under the **contract of motor insurance** in relation to the VAT element of the total cost, if **you** are registered for VAT.

## GENERAL EXCLUSIONS

These **general exclusions** apply to the whole of this **contract of motor insurance** and describe the things which are not covered. These apply as well as the exclusions shown under 'What is not covered' in each of the Sections detailing the cover provided.

This **contract of motor insurance** does not cover claims arising from any of the following.

- 1 Any accident, injury, loss or damage that happens while the **insured car** is being:
  - Used for a purpose which it is not insured for.
  - Driven or in the charge of anyone who is not described in the **certificate of motor insurance** as a person entitled to drive or who is excluded from driving by any **endorsements** or covered by another insurance.
  - Driven or in the charge of anyone who does not have a valid driving licence, has not held a driving licence, is disqualified from driving or is prevented by law from holding a licence.
  - Driven or in the charge of anyone who does not meet the terms and conditions of their driving licence as required by DVLA /DVLNI rules and regulations and any relevant law.
  - Driven or in the charge of anyone who does not meet all the conditions described in the **endorsements on your schedule** and all the **general conditions** in this **policy**.
  - Kept or used in an unsafe or unroadworthy condition. (**You** may be asked to provide details to show the **insured car** was regularly maintained and kept in good condition.)
  - Kept or used without a current Department of Transport Test (MoT) certificate if one is needed.
  - Kept or used in any way that breaks any security requirements imposed by an **endorsement**.
  - Used to carry passengers or goods in a way likely to affect the safe driving and control of the vehicle, or
  - Used in or on restricted areas of airports, airfields or military bases.
- 2 Any liability that **you** have agreed to accept unless **you** would have had that liability anyway.
- 3 Anyone who does not meet all the conditions described in the **endorsements on your schedule** and all the **general conditions** in this **policy** and any other condition of this **policy**.
- 4 Any use connected with the motor trade, unless this use is described in the **certificate of motor insurance** (under Limitations as to Use).
- 5 Hiring out the **insured car** for money. (**You** can accept money from passengers if **you** give them a lift so long as **you** do not make a profit, **you** are not carrying them as part of a business or in the course of **your** employment, and the **insured car** has no more than eight seats, not including the driver.)
- 6 Racing of any description or being used in any contest, competition, rally or speed trial (apart from treasure hunts).
- 7 The **insured car** being used on any form of race track, de-restricted toll road (including the Nurburgring) or off-road activity.
- 8 Any accident, injury, loss or damage caused directly or indirectly by:
  - War, invasion, act of foreign enemy, hostilities (whether war is declared or not), revolution, act of terrorism or similar event.
  - Riot or civil unrest that happens outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.
  - Earthquake.
  - Ionising radiations or contamination from nuclear fuel or nuclear waste or from the burning or explosion of nuclear fuel.

## GENERAL EXCLUSIONS CONTINUED

- The radiation, toxic, explosive or other dangerous properties of any nuclear installation, reactor, or other nuclear assembly or its component part.
  - Any weapon or device using atomic or nuclear fission or fusion or radioactive force or matter.
  - Pressure waves caused by aircraft and other flying objects, or
  - Carrying any dangerous substances or goods.
- 9 Any liability, loss or damage that happens outside the **geographical limits** (apart from the cover detailed in Section 6 – Driving Abroad).
- 10 Any proceedings brought against **you** outside the **geographical limits**, unless they result from using the **insured car** in a country which **we** have agreed to extend this insurance to cover (see Section 6 – Driving Abroad).
- 11 Any liability, injury, loss or damage caused directly or indirectly by:

- pollution, or
- contamination

Unless the pollution or contamination is directly caused by one incident at a specific time and place during the **period of insurance** and is:

- sudden.
- identifiable.
- not deliberate.
- unexpected.

**We** will consider the pollution to have happened at the time the incident took place.

- 12 Any death, injury, loss or damage caused directly or indirectly as a result of any deliberate act by **you** or any person driving the **insured car**.

## GENERAL CONDITIONS

The following **general conditions** apply to the whole of this **contract of motor insurance**. These describe **your** responsibilities, general information and the procedures that apply in certain situations, such as when there is a claim or the **contract of motor insurance** is cancelled. If **you** do not meet the terms and conditions of this **contract of motor insurance**, it could make the cover invalid or mean **we** will refuse to pay **your** claim.

### Keeping to the Policy Terms

**Your** premium is based on the information **you** gave **us** when **your** cover started and when **you** renew it. If any of the details on **your proposal form or statement of fact** change, **you** must tell **us** as soon as possible. If **you** are not sure whether **you** need to tell **us** about certain facts, **you** should give **us** the information anyway, or contact Marmalade for advice. **You** should keep a record of the information **you** give in relation to this **contract of motor insurance**. If **you** did not or do not give full and accurate information, this **contract of motor insurance** may be invalid and **we** may refuse to deal with any claim **you** might make.

This insurance will only apply if:

- the person claiming has kept to all the terms and conditions of this **contract of motor insurance**; and
- all the information **you** have supplied is correct and complete to the best of **your** knowledge and belief.

### Telematic Devices and Data

**You** must not, nor permit any person or organisation to tamper, alter or dismantle the **telematics device** in any way or to interfere with the Global Positioning System (GPS) signal received or the Mobile Phone Network signal sent or received by the **telematics device**. In the event of this occurring **we** will cancel **your policy** in line with **our** right to cancel under Cancelling Your Policy (Outside the Cooling-off Cancellation Right).

The **telematics device** fitted to **your** battery may be removed as part of a service, health check or any other maintenance carried out by a qualified mechanic. It is **your** responsibility to ensure the **telematics device** is reinstalled before the **insured car** is driven again. Should Marmalade identify that **your telematics device** is not installed Marmalade will contact **you** to request that it is reconnected.

In the event that the **telematics device** is not reconnected and there is no valid reason why it should not be reconnected, **we** may cancel **your policy** in line with **our** right to cancel under Cancelling Your Policy (Outside the Cooling-off Cancellation Right).

It is **your** responsibility to inform anyone that is going to drive the **insured car** that it is fitted with a **telematics device** and as such, their **data** will be included in the information collected and used and will be visible to **you**, via **your internet portal**, as well as **Highway Insurance**, Marmalade, appointed providers and / or service partners.

### Misrepresentation, Fraud and Financial Crime

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

- Provides **us** with misleading or incorrect information to any of the questions asked when applying for, amending or renewing this insurance;
- Deliberately misleads **us** to obtain cover, gain a cheaper premium or more favourable terms;
- Provides **us** with false documents;
- Makes a fraudulent payment by bank account and/or card;

We may:

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

## GENERAL CONDITIONS CONTINUED

Where fraud is identified **we** will:

- Not return any premium paid by **you**.
- Recover from **you** any costs **we** have incurred.
- Pass details to fraud prevention and law enforcement agencies who may access and use this information. Other insurers may also access this information.

### Claims Fraud

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

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

**We** may:

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

### Right of recovery

If the law of any country which this **contract of motor insurance** covers requires **us** to make payments which, but for that law, **we** would not otherwise have paid, **you** must repay the amount to **us**.

If any claims or other monies are paid to **you** by mistake for any reason, or a claim has been paid which **we** later find to be fraudulent, false or exaggerated, **you** must repay the amount paid to **us**.

If **we** have refunded any premium following cancellation, **we** can take any money **you** owe **us** from any payment **we** make.

### Care of the Car

The **insured car** must be covered by a valid Department of Transport Test (MoT) Certificate if **you** need one by law.

**You**, or any person driving the **insured car** with **your** permission, must take care to avoid loss of or damage to the **insured car**. For example, removing it to a safe place as soon as possible if it breaks down. **You**, or any person driving the **insured car** with **your** permission, should also take care of the keys to the **insured car** to prevent them being lost or stolen.

## GENERAL CONDITIONS CONTINUED

**You** must always take the keys out of the ignition and remove them completely when the **insured car** is left at any time whatsoever (regardless of whether the vehicle is still within **your** sight) and make sure that **you** do not leave belongings on display. **You** should close all the windows and sun-roofs and lock all the doors. Alarms, immobilisers and tracking devices should be turned on when fitted. **Endorsements** may apply to **your** cover, setting out other requirements relating to immobilisers, alarms and tracking devices. In these cases, **we** will need to see evidence that an approved alarm, immobiliser or tracking device has been fitted. These devices must always be on and working whenever the **insured car** is left.

If **you**, or any person driving the **insured car** with **your** permission, do not take care of the **insured car** and meet any security requirements, this **contract of motor insurance** may no longer be valid and **we** may not pay any claim.

**You** or any other person covered by this insurance must do the following:

- Protect the **insured car** from loss or damage.
- Keep the **insured car** in a roadworthy condition. (**You** may be asked to provide details to show the **insured car** was regularly maintained and kept in good condition.)
- Not move or drive the **insured car** in a way likely to affect safe driving or control or in a way which could cause loss or damage to it.
- Not move or drive the **insured car** after an accident, fire or theft if to do so may cause additional damage.
- Allow **us** access to examine the **insured car**.

### Other Insurance

If there is any other insurance covering the same claim, **we** will only pay **our** share of the claim, even if the other insurer refuses the claim.

If there is an accident or theft, call Highway on:

**0800 681 6372**

If you suffer windscreen or glass damage, call:

**0800 678 1010**

