

# 7 DAY COMPLIMENTARY MOTOR INSURANCE POLICY DOCUMENT



**ABOVE & BEYOND**

## **Important numbers**

- Claims and Accident Helpline: 0330 100 0469 (24 hours)
- Glass Helpline: 0330 100 3128 (24 hours)
- Policy Changes: 0330 100 0470 (Mon to Thu 0830-1930; Fri 0900-1800; Sat 0900-1700)
- Annual Insurance Quotes: 0800 197 8966 (Mon to Thu 0830-1930; Fri 0900-1800; Sat 0900-1700)
- Complaints: 0330 100 0470 (Mon to Fri 0900-1730)

**[landroverinsurance.com](http://landroverinsurance.com)**

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# Introduction

This is **your** Land Rover Insurance 7 day policy. It is made up of several parts which must be read together as they form **your** contract. The policy documentation is evidence of a legally binding contract of insurance between **you** and **your** insurer Allianz Insurance plc.

Please take time to read all parts of this policy to make sure they meet **your** needs, and that **you** understand the cover provided, and the General exclusions and General conditions that apply. If **you** wish to change anything or if there is anything **you** do not understand, or any statement is incorrect, please let Land Rover Insurance know immediately.

The parts of this policy are:

- this introduction; the Definitions; the cover provided; the General exclusions and General conditions, all of which apply to all sections of this policy;
- the **Cover Note**; and
- the **Statement of Facts**.

Any word or expression in this policy which has a specific meaning has the same meaning wherever it appears in this policy. These words are highlighted throughout the policy in **bold**.

**We** will insure **you** in accordance with and subject to the terms of this policy, in consideration of the payment to **us** of the premium for the **Period of Insurance**.

Signed on behalf of **Allianz**



**Andrew Long**  
Managing Director - Land Rover Insurance

Land Rover Insurance is provided by Original Insurance Services Ltd and is underwritten by **Allianz** Insurance plc.

## **Original Insurance Services Ltd**

Registered in England and Wales, Company Number 05686831.

Registered Office: Batchworth House, Church Street, Rickmansworth, Hertfordshire, WD3 1JE Tel: 0330 100 0470.

Authorised and regulated by the Financial Conduct Authority (FCA Register Number 487185).

## **Allianz Insurance plc.**

Registered in England, Company Number 84638.

Registered Office: 57 Ladymead, Guildford, Surrey GU1 1DB, United Kingdom. **Allianz** Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. **Allianz** Insurance plc is on the Financial Services Register, registration number 121849.

Calls to 080 numbers are free from a UK landline or mobile. Calls to 03 numbers are included as part of inclusive call minutes and discount schemes from all major mobile phone and landline operators or, where this has been exceeded, charged at the standard geographic rate (the same as UK landline numbers starting 01 or 02). Calls may be monitored or recorded for security and training purposes.

## **Financial Services Compensation Scheme:**

If **Allianz** is unable to meet its liabilities **you** may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). Further information about compensation scheme arrangements is available at [www.fscs.org.uk](http://www.fscs.org.uk), by emailing [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk) or by phoning the FSCS on 0800 678 1100.

# Definitions

The terms below have their meaning shown next to them and appear in bold throughout your policy.

## Approved repairer

A Land Rover approved motor vehicle repairer authorised by **us** or **our** representative to repair **your vehicle** following a valid claim under Section 1 or Section 2 of this policy.

## Cover Note

The document issued by **us** showing that this policy provides the cover **you** need by law to comply with the relevant United Kingdom and European Traffic laws. It shows who is entitled to drive **your vehicle** and the purposes for which **your vehicle** can be used.

## Excess/Excesses

The amount **you** will have to pay if **you** make a claim regardless of who was to blame. The **excess** amounts are shown in this policy.

## Franchise dealer

A motor vehicle dealership, which is authorised by a vehicle manufacturer to sell its new vehicles, genuine parts and undertake vehicle servicing and warranty repairs.

## Hazardous goods

Any goods requiring the display of hazard warning (Hazchem or ADR) panels and/or Trem cards whilst the goods are being carried.

## Market value

The cost of replacing **your vehicle** at the time of the loss or damage, taking into account its make, model, specification, age, mileage and condition.

## Period of insurance

The period **you** are covered for as shown on **your Cover Note**.

## Spouse/civil partner

The person **you** are legally married to or have entered a legal Civil Partnership with.

## Statement of Facts

A record of the information **you** have provided **us** with.

## Territorial limits

The United Kingdom, the Channel Islands and the Isle of Man. It also includes travel by air, rail or sea, including loading and unloading.

## Terrorism

**Terrorism** as defined in the **Terrorism Act 2000**.

## We, us, our, Allianz

**Allianz Insurance plc**.

## You, your, yourself

The policyholder named on the **Cover Note**.

## Your vehicle

Any car and accessories in, on or attached to it, as described in **your current Cover Note**.

## Prejudicial Claim

Any claim made against **your** policy that has either resulted in **us** making a payment and **we** are not able to recover the full amount of this payment, or a claim that is outstanding and responsibility for the claim has not been decided.

# How to make a claim

**Call our Claims and Accident Helpline (24 hours)**

**0330 100 0469**

**Save this number in your mobile phone for your peace of mind**

## **If you have an accident**

**Regardless of blame these measures will help protect you and keep the process uncomplicated for you and us:**

- 1) Don't drive away. **You** must stop if any other person or animal has been hurt, or if any vehicle or property has been damaged. If **you** have a warning triangle, place it well before the obstruction.
- 2) Get the names, addresses and phone numbers of any drivers or pedestrians involved. It is most important to obtain details of all witnesses; if **you** are not to blame this will help protect **your** no claim discount. Ask drivers for the names of their insurers and their policy or certificate numbers.
- 3) If **you** have a mobile phone with **you** and it is fitted with a camera, try and take photographs to support the positions of the vehicles and the extent of damage.
- 4) Don't admit blame or liability or make an offer of payment. If any of the other people involved do this, please tell **us**.

**Make sure you call 0330 100 0469 straight away, either from the scene of the incident or as soon as practically possible.**

**We** ask that **you** call **us** within 2 hours of the incident even if **you** do not plan to make a claim. Delay in notification of an incident invariably increases claims costs and ultimately **your** next premium and may invalidate **your** right to claim. Quote **your** policy number and give all relevant information about the incident.

**If your claim is due to theft, attempted theft, malicious damage or vandalism you must also inform the Police and obtain a crime reference number.**

**We** will deal with **your** claim and claims made against **you**, as quickly and fairly as possible. Please read the General conditions and General exclusions in this policy.

Before **we** settle **your** claim **we** will need to validate **your** driving licence and that of any driver involved in the incident giving rise to the claim. **You** will need to provide **us** with DVLA access.

## **Windscreen and glass claims**

If **you** have a claim for damage to **your** windscreen/window:

**Call our Glass Helpline (24 hours)**

**0330 100 3128**

For details on cover and **excesses** applicable please refer to Section 2 of the policy.

# How to make a complaint

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

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

If **we** have not resolved the situation within eight weeks **we** will issue **you** with information about the Financial Ombudsman Service (FOS) which offers a free, independent complaint resolution service.

If **you** have a complaint please contact **our** Customer Satisfaction Manager at:

Land Rover Insurance  
Batchworth House,  
Church Street,  
Rickmansworth,  
Hertfordshire,  
WD3 1JE

Telephone 0330 100 0470.

Email: [complaints@originalinsurance.co.uk](mailto:complaints@originalinsurance.co.uk)

**You have the right to refer your complaint to the Financial Ombudsman, free of charge – but you must do so within six months of the date of the final response letter.**

If **you** do not refer **your** complaint in time, the Ombudsman will not have **our** permission to consider **your** complaint and so will only be able to do so in very limited circumstances. For example, if the Ombudsman believes that the delay was as a result of exceptional circumstances.

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

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

Telephone: 0800 0234567 or 0300 1239123

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

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

The European Commission has an online dispute resolution service for consumers who have a complaint about a product or service bought online. If **you** choose to submit **your** complaint this way it will be forwarded to the Financial Ombudsman Service.

Visit [ec.europa.eu/odr](http://ec.europa.eu/odr) to access the Online Dispute Resolution Service. Please quote **our** e-mail address: [complaints@originalinsurance.co.uk](mailto:complaints@originalinsurance.co.uk)

Alternatively, **you** can contact the Financial Ombudsman Service directly.

## Changes to your circumstances

Please call Land Rover Insurance if there are any changes to **your** circumstances which could affect **your** insurance. There are some changes that **you** should tell **us** about before they happen, for example, if **you** intend to change **your vehicle** or if **you** wish to include other drivers.

Please refer to General Condition 9 of this policy.

If **your** circumstances change and **you** do not tell **us**, **you** may find that **you** are not covered if **you** need to make a claim.

## Protection and recovery

If **your vehicle** cannot be driven following an incident leading to a valid claim under this policy, **we** will arrange for its protection and transportation to one of the following destinations dependant on which is most convenient for **you** and/or the driver of **your vehicle** at the time of the incident leading to the claim:

- the nearest **approved repairer**, or nearest place of safety,
- **your** home address or the address at which **your vehicle** is normally kept, or
- the intended immediate destination of **your vehicle** within the **territorial limits** of this policy.

**We** will also pay the cost of storage of **your vehicle** incurred with **our** written consent.

The breakdown cover supplied by the manufacturer of **your vehicle** will normally include recovery following an accident. However, if there is no breakdown cover in force with the manufacturer of **your vehicle** this policy will pay any recovery costs incurred following an incident leading to a valid claim under this policy.

If **your vehicle** is damaged beyond economical repair **we** will arrange for it to be stored safely at premises of **our** choosing. **You** should remove **your** personal belongings from **your vehicle** before it is collected from **you**.

In the event of a claim being made under the policy **we** have the right to remove **your vehicle** to an alternative repairer or place of safety at any time in order to keep the cost of the claim to a minimum. **We** will also pay the reasonable cost of re-delivery of **your vehicle** to **your** home address after repairs have been completed following a valid claim under this policy.

## The cover provided

Cover under **your** policy is comprehensive and all sections apply.

The General exclusions and General conditions at the back of this policy apply to all sections.

# Section 1 – Your liability to others

What is covered	What is not covered
<p><b>1 Cover we provide for you</b></p> <p><b>We</b> will pay all the amounts <b>you</b> legally have to pay as a result of using <b>your vehicle</b> and any trailer, caravan or vehicle being towed by it if <b>you</b>:</p> <ul style="list-style-type: none"> <li>- cause the accidental death of or bodily injury to any person; or</li> <li>- cause accidental damage to anyone's property.</li> </ul> <p>In respect of accidental damage to property <b>we</b> will not pay any more than £20,000,000. The most <b>we</b> will pay in legal costs for any one property damage claim or series of property damage claims arising out of any one event is £5,000,000. Whilst <b>your vehicle</b> is carrying any <b>hazardous goods</b> the indemnity is limited to £1,000,000 for any one occurrence or series of occurrences.</p> <p><b>2 Cover we provide for other people</b></p> <p><b>We</b> will cover the following people for legal liabilities to others:</p> <ul style="list-style-type: none"> <li>- Anyone <b>you</b> allow to drive or use <b>your vehicle</b> as long as they are entitled to drive by <b>your</b> current <b>Cover Note</b> and are using <b>your vehicle</b> within the limitations of use specified in <b>your Cover Note</b>;</li> <li>- Anyone travelling in, getting into or out of <b>your vehicle</b>; and</li> <li>- The employer of anyone <b>you</b> allow to drive or use <b>your vehicle</b> as long as they are entitled to drive and this use is covered by <b>your</b> current <b>Cover Note</b>.</li> </ul> <p><b>3 Your legally appointed representatives</b></p> <p>After the death of anyone who is insured under this policy, <b>we</b> will protect that person's estate against any liability they had if that liability is insured under this policy.</p> <p><b>4 Legal fees and expenses</b></p> <p>If there is an accident insured under this policy <b>we</b> will, subject to <b>our</b> written agreement, arrange and pay for:</p> <ul style="list-style-type: none"> <li>- A solicitor or barrister to represent anyone insured under this policy at a coroner's inquest or criminal court; and</li> <li>- Defending anyone insured under this policy if they are charged with manslaughter or causing death by careless, reckless or dangerous driving.</li> </ul> <p><b>5 Emergency medical treatment</b></p> <p>If there is an accident insured by this policy, <b>we</b> will pay for emergency medical treatment which is required under any compulsory motor insurance legislation.</p> <p><b>6 Foreign travel</b></p> <p>This section provides <b>you</b> with the minimum cover <b>you</b> need by law to use <b>your vehicle</b> in the following countries:</p> <p>Andorra, Austria, Belgium, Bulgaria, Croatia, Cyprus, the Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Netherlands, Norway, Poland, Portugal, the Republic of Ireland, Romania, San Marino, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland and the Vatican City.</p>	<p>Liability for causing the death of or bodily injury to any employee in the course of their employment by anyone insured by this policy unless cover is compulsory under motor insurance legislation within the <b>territorial limits</b> of this policy.</p> <p>Liability for loss of, or damage to, property which belongs to or is held in trust by <b>you</b>, or is in <b>your</b> care, custody or control.</p> <p>Liability for loss of, or damage to, property which belongs to, is held in trust by or is in the care custody or control of anyone <b>you</b> allow to drive <b>your vehicle</b> and who is entitled to drive by <b>your</b> current <b>Cover Note</b>.</p> <p>Liability incurred by anyone covered under any other insurance.</p> <p>Any loss or damage caused while <b>your vehicle</b> and/or trailer is on those parts of an airfield, aerodrome, airport or a military base used for aircraft taking off, landing, parking or moving, including the associated service roads, refuelling areas and ground equipment parking areas.</p> <p>Loss of, or damage to, any trailer, caravan or vehicle being towed by <b>your vehicle</b>.</p> <p>Damage to any bridge, viaduct, weigh-bridge, road or surface which <b>your vehicle</b> is being driven on, or anything under the road surface, caused by vibration or by the weight of <b>your vehicle</b> and its load if <b>your vehicle</b> and/or trailer exceeds the maximum gross vehicle, plated or train weighted permitted by the relevant law.</p> <p>Liability arising out of the operation as a tool, of any plant forming part of <b>your vehicle</b> or any trailer (other than a lifting device for self loading) except so far as is necessary to meet the requirements of any compulsory motor insurance legislation.</p> <p>Loss or damage to any vehicle or trailer being towed or any property being carried in or on it.</p> <p>Liability caused by food poisoning, or anything harmful contained in goods supplied, or any harmful or incorrect treatment given at or from <b>your vehicle</b> or trailer.</p>



## Section 2 – Loss of, or damage to, your vehicle

What is covered	What is not covered								
<p><b>Damage to your vehicle</b></p> <p>We will, at <b>your</b> request, pay for:</p> <ul style="list-style-type: none"> <li>- loss of or damage to <b>your vehicle</b> up to the <b>market value</b> of <b>your vehicle</b>;</li> <li>- the cost of replacing a child's car seat fitted in <b>your vehicle</b> with a new one of the same or similar model;</li> <li>- the cost of draining <b>your vehicle's</b> fuel tank due to accidental misfuelling and of repairing any damage caused to <b>your vehicle's</b> engine as a consequence of it;</li> <li>- the cost of protecting and removing <b>your vehicle</b> to the nearest <b>approved repairer</b> and the cost of delivering <b>your vehicle</b> back to <b>you</b> after it has been repaired as long as <b>your</b> home is in the United Kingdom, Channel Islands or the Isle of Man; and</li> <li>- the replacement or repair of <b>your vehicle's</b> windscreen, and windows.</li> </ul> <p><b>Replacing your vehicle</b></p> <p>We will, at <b>your</b> request, replace <b>your vehicle</b> with a new one of the same make, model and specification if <b>your vehicle</b> is:</p> <ul style="list-style-type: none"> <li>- stolen and not recovered within 28 days of <b>you</b> reporting the theft to <b>us</b>; or</li> <li>- damaged to the extent that the cost of repair is more than 60% of the price of an identical new car at the time of loss or damage (based on the manufacturer's last United Kingdom list price).</li> </ul> <p>We will only do this if:</p> <ul style="list-style-type: none"> <li>- <b>you</b> have owned <b>your vehicle</b> (or it has been hired to <b>you</b> under a hire-purchase agreement or personal contract hire agreement) since it was first registered as new (or if it was pre-registered in the name of the supplying dealer or vehicle manufacturer and at the time of sale to <b>you</b> it had covered less than 100 miles);</li> <li>- the loss or damage happens before <b>your vehicle</b> is one year old;</li> <li>- <b>we</b> have <b>your</b> permission or the hire-purchase company's permission to replace <b>your vehicle</b>;</li> <li>- <b>your vehicle</b> is in current production and available in the United Kingdom, and</li> <li>- <b>your vehicle</b> has covered less than 10,000 miles.</li> </ul> <p>If <b>your vehicle</b> is on lease hire, hire purchase or personal contract hire, <b>we</b> may be required to pay the owner for damage to <b>your vehicle</b>.</p> <p>In that event <b>our</b> payment will be in full and final settlement of <b>our</b> liability under this section</p> <p><b>Electric vehicles - Leased batteries</b></p> <p>In the event of loss or damage insured under this section, <b>we</b> may be required to make <b>our</b> payment to the owner of <b>your vehicle's</b> battery, or batteries, if the battery is leased or hired.</p> <p><b>Salvage</b></p> <p>If <b>we</b> are going to settle <b>your</b> claim by replacing <b>your vehicle</b> or by paying <b>you</b> the <b>market value</b>, <b>your vehicle</b> will become <b>our</b> property. If <b>your vehicle</b> has a personalised registration <b>you</b> may retain this subject to DVLA (Driver and Vehicle Licensing Agency) rules and regulations.</p>	<p>Loss of, or damage to, <b>your vehicle</b> following theft or attempted theft if it was unoccupied at the time of the loss or damage, unless <b>your vehicle</b> was locked and the ignition key or other removable ignition device was not in or on <b>your vehicle</b>.</p> <p>Loss of, or damage to, <b>your vehicle</b> resulting from fraud or deception or by using any counterfeit form of payment which a bank or building society will not authorise.</p> <p>Any amount over £750 for loss of or damage to audio, communication, navigational or in-car entertainment equipment unless it is standard equipment, or a manufacturer fitted optional extra for <b>your vehicle</b> when built. Such equipment must be permanently fitted to <b>your vehicle</b> and operated exclusively by <b>your vehicle's</b> electrical system.</p> <p><b>Compulsory policy excess</b></p> <p><b>You</b> will have to pay the first £500 for any claim including windscreen claims. If the value of <b>your vehicle</b> is greater than £50,000 this <b>excess</b> is increased to £1,000.</p> <p><b>Young and inexperienced driver excess</b></p> <p><b>You</b> will be responsible for paying the following <b>excess</b> amounts in respect of any claim relating to accidental damage, fire, theft, attempted theft or malicious damage shown in the category of driver table below. These <b>excesses</b> are additional to the compulsory policy <b>excess</b> (set out above).</p> <p>Category of driver</p> <table border="1"> <thead> <tr> <th>Driver's Age</th> <th>Additional</th> </tr> </thead> <tbody> <tr> <td>17 to 20</td> <td>£300</td> </tr> <tr> <td>21 to 24</td> <td>£200</td> </tr> <tr> <td>25 and over but</td> <td>£150</td> </tr> </tbody> </table> <p>In respect of drivers aged 25 and over the additional <b>excess</b> only applies to those who hold:</p> <ul style="list-style-type: none"> <li>- a provisional UK licence, or</li> <li>- a full driving licence to drive a private motor car issued in a member country of the European Union but for less than one year.</li> </ul> <p>Wear and tear, depreciation, mechanical, electrical, electronic or computer failures, breakdowns or breakages.</p> <p>Damage to tyres caused by braking, punctures, cuts or bursts. Damage or destruction due to pressure waves caused by aircraft or other flying objects.</p> <p>Loss of value following repairs to <b>your vehicle</b>.</p> <p>Loss of use of <b>your vehicle</b> or other indirect loss.</p> <p>Loss or damage arising from confiscation, requisition or destruction of <b>your vehicle</b> by or under order of any government, Public or Local Authority.</p> <p>Any damage caused deliberately by <b>you</b> or anyone else insured under this policy.</p> <p>Loss or damage arising while <b>your vehicle</b> is being used on the Nurburgring Nordschleife or any race track, racing circuit or prepared course.</p> <p>Loss of or damage caused directly or indirectly by fire if <b>your vehicle</b> or any trailer is equipped for the cooking and/or heating of food and/or drink.</p> <p>Any loss or damage as a result of theft of or the unauthorised taking of <b>your vehicle</b> by a family member or anyone who lives with <b>you</b>, unless <b>you</b> report them to the police for taking <b>your vehicle</b> without <b>your</b> consent.</p>	Driver's Age	Additional	17 to 20	£300	21 to 24	£200	25 and over but	£150
Driver's Age	Additional								
17 to 20	£300								
21 to 24	£200								
25 and over but	£150								

What is covered	What is not covered
	<p><b>Provision of a courtesy car following a claim</b> No courtesy car is provided under this policy.</p> <p><b>Data retrieval</b> The cost of reinstating or replacing data of any type that was held in or stored on any equipment in <b>your vehicle</b>.</p>

### Our repair promise

If **we** carry out the repair, **we** guarantee to use genuine Land Rover parts. The quality of all repairs carried out by the **approved repairer** is guaranteed for 5 years.

If **you** choose to use an alternative repairer **we** will not pay more than the cost of repairs had the work been undertaken by the **approved repairer**. In these circumstances **we** may at **our** option settle the claim for repairs to **your vehicle** by making a cash payment for the amount quoted by the **approved repairer**.

If the parts required for repairing **your vehicle** are not available in the United Kingdom **our** liability for those parts shall not exceed the manufacturer's last United Kingdom list price or if not listed the price of those parts for the nearest comparable car available in the United Kingdom. **We** will not pay the cost of importing parts that are not available in the United Kingdom.

## Section 3 – Replacement locks

What is covered	What is not covered
<p><b>We</b> will cover the cost of changing locks on <b>your vehicle</b> if the keys, transmitter or immobilizer key have been lost or stolen provided <b>you</b> report the loss to the police within 24 hours of discovery.</p> <p>The maximum <b>we</b> will pay for any one claim is £500.</p>	<p><b>We</b> will not cover the first £150 of any claim under this section.</p>

# General exclusions applying to all parts of this policy

## This policy does not cover the following.

- 1 **We** will not cover loss or damage or legal liability directly or indirectly caused by:
  - ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the burning of nuclear fuel; or
  - the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear machinery or any part of it.
- 2 **We** will not cover loss, damage, injury or liability as a result of:
  - earthquake;
  - underground fire; or
  - war, invasion, revolution or any similar event.
- 3 **We** will not cover any claim or damage arising while **your** vehicle is being:
  - driven by anyone who is not mentioned in the "Person or classes of persons entitled to drive" section noted in **your** current **Cover Note**; or
  - used for a purpose which is not permitted by **your** current **Cover Note**.

However, this exclusion does not apply to:

- claims under Section 2 (Loss of or damage to **your vehicle**); and
- the cover given to **you** (and to no other person) under Section 1 (**Your** liability to others);

while **your vehicle** is being used without **your** authority or by a motor trader for servicing or repair.

- 4 **We** will not cover any loss, damage or liability caused by riot or civil commotion outside England, Scotland, Wales, the Channel Islands or the Isle of Man unless **we** have to meet any compulsory motor insurance legislation.
- 5 **We** will not cover loss, damage, cost or expense of whatever nature directly or indirectly caused by, resulting from or in connection with any act of **terrorism** regardless of any other cause or event contributing at the same time or in any other sequence to the loss.

For the purpose of this exclusion an act of **terrorism** means;

- the use, or threatened use, of biological, chemical and/or nuclear force by any person or group of people whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear; and
  - any act deemed by the government to be an act of **terrorism**.
- 6 **We** will not cover any loss damage or liability caused directly or indirectly caused by pollution or contamination unless the pollution or contamination is directly caused by a sudden individual, unintentional and unexpected incident which entirely takes place at a specific time and location during the **period of insurance**.

All pollution or contamination which results out of one incident shall be considered to have occurred at the time the incident took place.

- 7 Loss, damage or liability arising out of or as a result of any agreement or contract **you** have entered into.
- 8 **We** will not cover any loss damage or liability caused directly or indirectly by the carriage of **hazardous goods** in or on **your vehicle** or trailer except as required by compulsory motor insurance legislation.
- 9 **We** will not pay more than **our** legal liability under compulsory motor insurance legislation for any claim, if the driver of **your vehicle**, at the time of the accident
  - is found to be over the permitted limit for alcohol
  - is unfit to drive through drink or drugs, whether prescribed or otherwise
  - fails to provide a sample of breath, blood or urine when required to do so, without lawful reason

If **we** are obliged to make a payment in such circumstances **we** reserve the right to seek to recover any such amounts from **you** or the driver of **your vehicle**.

# General conditions applying to this policy

## 1 Purchase of your vehicle

No insurance shall be held to be effected if:

- **you** have not purchased **your vehicle** from a dealer authorised by Original Insurance Services Ltd, and
- this 7 day policy has not been issued in direct connection with the purchase of **your vehicle**

## 2 Taking care of your vehicle

**You** must do all **you** reasonably can to protect **your vehicle** from damage or theft and keep it in a good and roadworthy condition. Where required by law, **your vehicle** must have a current Department for Transport test certificate (MOT). If **we** ask, **you** must allow **us**, or **our** representative, to inspect **your vehicle** at any reasonable time.

## 3 Claims

In the event of a claim:

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

**You** must tell **us** at **your** first opportunity about any claim or incident that may lead to a claim and give **us** any information relevant to the claim that **we** ask for.

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

**We** can, in **your** name;

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

## 4 Keeping to the terms of the policy

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

- any person claiming has met all the conditions as far as they apply; and
- any declarations made and information given to **us** on which this policy is based is complete and correct as far as **you** know.

## 5 Other insurances

No insurance shall be held to be effected if **you** have the benefit of other insurance covering the same loss, damage or liability. If **you** obtain the benefit of other insurance covering the same loss, damage or liability during the **period of insurance** the policy will be void from the moment the other insurance is effected.

## 6 Compulsory insurance

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

## 7 Fraud

If **you** or anyone acting on **your** behalf makes a claim which is in any way false or fraudulent or supports a claim by false or fraudulent statement, device or documents, including inflating or exaggerating a claim **you** will lose all benefit and premiums **you** have paid for this policy. **We** may recover any sums that **we** have already paid under the policy.

## 8 Arbitration

If **we** accept **your** claim but **you** do not agree with the amount **we** will pay **you**, **we** will refer the matter to an arbitrator chosen by **you** and **us**. **You** cannot take any action against **us** until **you** and **we** have received the arbitrator's final decision.

## 9 Changing your details

**You** must tell **us** immediately about any changes to the information shown on **your** most recent **Statement of Facts** document or if the information shown is incorrect. If **we** are not informed of any changes or corrections this may affect **your** ability to claim under **your** policy.

In some circumstances **we** may not be able to continue **your** policy following the changes, where this happens **you** will be told and the policy will be cancelled.

## 10 Rights of Parties

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

## 11 Choice of law

Unless **we** agree otherwise:

- the language of this policy and all communications relating to it will be English; and
- all aspects of this policy including negotiation and performance are subject to English law and the decisions of English courts.

## 12 Car sharing

**Your** policy also covers **your vehicle** when **you** are paid for carrying passengers for social reasons, as long as:

- **your vehicle** is not built or adapted to carry more than eight passengers (including the driver); and
- the passengers are not being carried as part of a business of carrying passengers; and **you** do not profit from the total amount of money **you** are paid for the journey.

If **you** have any doubts as to whether or not any car sharing **you** have arranged is covered by this policy, please contact Land Rover Insurance.

## 12 Tax and registration

**Your vehicle** must be taxed where applicable and registered in Great Britain, Northern Ireland, the Channel Islands or Isle of Man.

# How we use your data

## Data protection

Allianz Insurance plc, Original Insurance Services Ltd, their holding companies, and Jaguar Land Rover Ltd will use the information collected about **you** (which may include some sensitive data) and anyone **you** chose to include in **your** policy, to arrange, underwrite and administer **your** Land Rover Insurance policy. The details **you** have provided may be used to send **you** information about other Land Rover Insurance products and services or to carry out research. **You** may be contacted via letter, telephone or email. **Your** information may also be used for offering renewal, statistical purposes and crime prevention. **Your** details may be shared with other insurance organisations (such as Loss Adjustors, or Investigators) to help handle claims.

**Your** personal details may be transferred to countries outside the EEA. They will at all times be held securely and handled with the utmost care in accordance with all principles of English Law. **Your** details are stored, but will only be kept for no longer than necessary. Under the terms of the Data Protection Act 1998 **you** are entitled to a copy of all the information held about **you** for which a fee may be charged. Please be assured that **your** personal details will not be made available to any company outside of **Allianz** Insurance plc, Original Insurance Services Ltd, their holding companies, and Jaguar Land Rover Ltd to use for their own marketing purposes. If **you** would prefer not to receive information from any of these companies simply write to: The Compliance Officer, Land Rover Insurance, Batchworth House, Church Street, Rickmansworth, Herts, WD3 1JE, telephone 0330 100 0470 or email [opt-out@landroverinsurance.com](mailto:opt-out@landroverinsurance.com).

## Sensitive data

In order to assess the terms of the insurance contract or administer claims which arise, data may need to be collected about **you** or others which the Data Protection Act defines as sensitive (such as medical history or criminal convictions). By proceeding with this insurance, **you** signify **your** consent to such information being processed and shared by **Allianz** Insurance plc, Original Insurance Services Ltd, their holding companies, and Jaguar Land Rover Ltd. Please ensure that **you** only provide any sensitive information about other people with their agreement.

## Motor Insurance Database

Information relating to **your** insurance policy will be added to the Motor Insurance Database ("MID") managed by the Motor Insurers' Bureau ("MIB"). MID and the data stored on it may be used by certain statutory and/or authorised bodies including the Police, the DVLA, the DVA (Northern Ireland), the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including:

- I. Electronic Licensing.
- II. Continuous Insurance Enforcement.
- III. Law enforcement (prevention, detection, apprehension and or prosecution of offenders).
- IV. The provision of government services and or other services aimed at reducing the level and incidence of uninsured driving.

If **you** are involved in a road traffic accident (either in the UK, the EEA or certain other territories), Insurers and or the MIB may search the MID to obtain relevant information. Persons (including his or her appointed representatives) pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID.

It is vital that the MID holds **your** correct registration number. If it is incorrectly shown on the MID **you** are at risk of having **your vehicle** seized by the Police. **You** can check that **your** correct registration number details are shown on the MID at [www.askmid.com](http://www.askmid.com).

**You** should show these notices to anyone insured to drive the vehicle covered under the policy.

## Fraud prevention, detection and claims history

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

- Check **your** details against, or file **your** details with, a range of registers and anti-fraud databases;
- Check **your** details with fraud prevention agencies.

If **you** give **us** false or inaccurate information and **we** suspect or identify fraud, **we** will record this and share it with other agencies.

**We** and other organisations may also access and use this information to prevent fraud and money laundering, for example, when:

- Checking details on applications for credit and credit related or other facilities
- Managing credit and credit related accounts or facilities
- Recovering debt
- Checking details on proposals and claims for all types of insurance
- Checking details of job applicants and employees

**We** and other organisations may access and use from other countries the information recorded by fraud prevention agencies. To receive details of the relevant fraud prevention agencies write to the Data Protection Officer, Land Rover Insurance, Batchworth House, Church Street, Rickmansworth, Hertfordshire WD3 1JE or telephone 0330 100 0470.

Insurers pass information to the Claims Underwriting Exchange register, run by Insurance Database Services Ltd (IDS Ltd). The aim is to help **us** check information provided and also to prevent fraudulent claims. **We** may at any time search the register including when **we** deal with **your** request for insurance. Under the conditions of **your** policy **you** must tell **us** about an incident (such as a fire or a theft) which may or may not give rise to a claim. When **you** tell **us** about an incident **we** will pass information relating to it to the database. **We** can supply more information on the database if **you** request it. **You** should show this notice to anyone who has an interest in property insured under this policy.

**Allianz** Insurance plc may seek information from other insurers and information agencies to check the information **you** may have supplied and **Allianz** Insurance plc may provide the information **you** have supplied to other insurers for the same purpose.