

# CORINTHIAN

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## *Private motor car insurance*

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# Your motor policy

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Thank **you** for choosing **us** as **your** motor **insurer**.

**You** should have three documents: this **policy booklet**, a **policy schedule** and a **certificate of insurance**. **You** may also have an **endorsement schedule**. Please read all the documents carefully, taking note of any **endorsements** and also the exclusions, general exceptions and general conditions stated in this **policy booklet**. If the **insurance** described does not give **you** everything **you** need, please tell **us** immediately.

Please note that **we** have relied upon the **information and statements** provided by **you**. If the **information** is not accurate or complete, this **policy** may not be valid. If **you** have made any mistakes, please tell **us** at once.

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# Definitions and information

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The following defined words will carry the same meaning wherever they are shown in the **policy booklet**. Defined words are in bold print throughout the **policy booklet** and are listed in alphabetical order.

<b>Certificate of insurance</b>	the document which gives evidence that <b>you</b> have a motor <b>insurance policy</b> which meets relevant road traffic laws. It also shows: <ul style="list-style-type: none"><li>◆ the number of <b>your policy</b>;</li><li>◆ the registration number of <b>your vehicle</b>;</li><li>◆ <b>your</b> name as the policyholder;</li><li>◆ the period of <b>cover</b>;</li><li>◆ who may drive <b>your vehicle</b>;</li><li>◆ whether <b>you</b> have <b>cover</b> to drive a vehicle other than <b>your vehicle</b>;</li><li>◆ the limitations as to the use of the vehicle which <b>we</b> have agreed;</li></ul>
<b>Cover</b>	the <b>insurance we</b> will provide under the <b>policy</b> .
<b>Endorsement</b>	a wording which changes the <b>insurance</b> in this <b>policy</b> .
<b>Endorsement schedule</b>	the document headed <b>endorsement schedule</b> , which may be provided with this <b>policy booklet</b> . It shows the wordings of any <b>endorsements</b> which apply to this <b>policy</b> .
<b>Excess</b>	the first part of a claim which <b>you</b> must pay. Sometimes more than one <b>excess</b> can apply, in which case <b>we</b> add them together. Ask <b>your</b> insurance broker or adviser for more details of the total <b>excess</b> which may apply.
<b>Information and Statements</b>	the <b>information and statements you</b> have given to <b>us</b> when asking <b>us</b> to <b>insure you</b> . This will include any <b>proposal form</b> completed by <b>you</b> .
<b>Insure/Insurance</b>	an agreement to pay for legal liability, loss or damage.
<b>Market value</b>	the cost of replacing <b>your vehicle</b> with one of a similar age, type and condition. <b>We</b> use publications such as Glass's Guide and may ask independent motor engineers to help with <b>our</b> total loss valuations.
<b>Policy</b>	<b>your</b> contract of <b>insurance</b> consisting of the <b>information and statements you</b> have provided, this <b>policy booklet</b> , the <b>policy schedule</b> , the <b>endorsement schedule</b> and the <b>certificate of insurance</b> .
<b>Policy booklet</b>	this booklet.

# Definitions and information

(continued)

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<b>Policy schedule</b>	the document headed <b>policy schedule</b> which is provided with this <b>policy booklet</b> and shows: <ul style="list-style-type: none"><li>◆ <b>your</b> details;</li><li>◆ the details and registration number of <b>your vehicle</b>;</li><li>◆ <b>the</b> period of <b>cover</b>;</li><li>◆ the type of <b>cover</b>, whether comprehensive, third party fire and theft, or third party only;</li><li>◆ any <b>endorsements</b> which apply.</li></ul>
<b>Proposal form</b>	the document <b>you</b> complete when asking <b>us</b> to <b>insure you</b> .
<b>We, us, our</b>	HSBC Insurance (UK) Limited.
<b>You, your</b>	the person named as the policyholder in the <b>policy schedule</b> .
<b>Your vehicle</b>	any motor car described in the <b>policy schedule</b> which has been built for use on roads and designed to carry people. It must belong to <b>you</b> or be hired to <b>you</b> under a hire purchase agreement or financial arrangement. The motor car may be a vehicle designed to carry goods provided it has an unladen weight (without driver, passengers or goods) which does not exceed 3.5 tonnes.

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# The contract of insurance

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This **policy** is a contract of **insurance** between **you** and **us** and does not give or intend to give rights to anyone else. Any person or company who is not a party to this **policy** has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this **policy**. This does not affect any right or remedy of a third party which exists or is available apart from that Act.

In return for the premium **you** have paid or agreed to pay (and any tax applicable), **we** will provide the **insurance** as shown in the following pages. This will last during the period of **insurance** shown in the **policy schedule** and during any further period for which **we** may accept a payment for renewal.

**We** have based **your cover** on the **information and statements** provided by **you**. If any of that **information** is incorrect, this **policy** may not be valid.



*Chief Executive*

**HSBC Insurance (UK) Limited**

## Law which applies to this policy

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**We** and **you** are free to choose the law which will apply to this **policy**, but in the absence of any agreement to the contrary the law of the country in which **you** reside at the commencement of this **insurance** will apply.

If **you** are not resident (or in the case of a business, the registered office or principal place of business is not situated) in England or Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man, the law of England and Wales will apply.

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# What cover do you have?

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**Your policy schedule** shows what **cover** you have paid for or agreed to pay for.

## *Comprehensive*

If **your cover** is comprehensive, the whole of this **policy booklet** applies.

## *Third Party Fire and theft*

If **your cover** is third party fire and theft, the parts and sections of this **policy booklet** which apply are:

- ◆ section 1, but only if the loss or damage is caused by fire, lightning, explosion, theft or attempted theft;
- ◆ section 3, 4, 5, 9, 10 and 11;
- ◆ **your motor policy;**
- ◆ definitions and information;
- ◆ the contract of **insurance;**
- ◆ the law which applies to this **policy;**
- ◆ what **cover** do **you** have;
- ◆ general exceptions;
- ◆ general conditions;
- ◆ **endorsements.**

## *Third Party only*

If **your cover** is third party only, the parts and sections of this **policy booklet** which apply are:

- ◆ sections 3, 4, 5, 9, 10 and 11;
- ◆ **your motor policy;**
- ◆ definitions and information;
- ◆ the contract of **insurance;**
- ◆ the law which applies to this **policy;**
- ◆ what **cover** do **you** have;
- ◆ general exceptions;
- ◆ general conditions;
- ◆ **endorsements.**

## *Driving other motor cars*

If **your certificate of insurance** permits **you** to drive a motor car which **you** do not own **we** will provide **cover**, but **you** must have the permission of the owner and the only **cover** **you** will have is as shown in Section 3 - Liability to other people.

**We** do not provide any **cover** for loss or damage to the motor car **you** are driving even though **you** may have a comprehensive **policy**, or one that **covers** fire and theft, with **us**.

This limited **cover** is useful in an emergency. If **you** regularly drive someone else's motor car **you** should have yourself included as a driver on the **policy** covering that vehicle.

# Section 1 - Loss or damage to your vehicle

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## What are you covered for

### We will:

- Loss or damage*      **cover you** for loss or damage to **your vehicle**, including loss or damage caused by:
- ◆ fire, lightning or explosion;
  - ◆ theft or attempted theft.
- Accessories*      include motoring equipment kept in or on **your vehicle** for use with **your vehicle**. This does not include a caravan or any other form of trailer.
- Audio equipment*      pay for loss or damage to audio equipment permanently fitted to **your vehicle**.
- New for old*      offer to replace **your vehicle** with a new one of the same make, model and specification if it is less than 12 months old from the date it was first registered as new in **your** name and:
- ◆ it sustains damage for which the cost of repairs would be greater than 60% of the manufacturer's recommended retail price, including taxes; or
  - ◆ it is stolen and not recovered;
- provided:
- ◆ **you** request it and everyone with an interest in the vehicle agrees; and
  - ◆ **we** are able to replace **your vehicle** in the UK; and
  - ◆ **your vehicle** is not the subject of a financial arrangement other than a hire purchase agreement.
- If **we** replace **your vehicle**, **we** will then own **your** old vehicle.
- If **we** cannot replace **your vehicle**, **we** will pay compensation as described in this section.
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# Section 1 - Loss or damage to your vehicle

(continued)

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## What we will do if you make a claim

### *Claim procedure*

**You** must tell **us** about any damage **you** are going to claim for. **You** may choose **your** own repairer, but **you** must send **us** a detailed estimate as soon as possible. **We** will authorise the repairs only if the estimate is reasonable. If **we** believe that the estimate is unreasonable, **we** will have the right to arrange for **your vehicle** to be taken to another repairer.

### *Compensation*

**We** will decide whether to repair or replace **your vehicle**, or pay in cash for loss or damage to **your vehicle**. A repairer can use parts that have not been produced by the vehicle manufacturer. Whatever **we** decide, **we** will not pay more than the **market value** at the time of the loss or damage.

If **your vehicle** is a total loss, **we** reserve the right to move it to a place of free and safe storage pending settlement of **your** claim. What is left of the vehicle will become **our** property and **we** will not return **your** premium for the rest of that period of **insurance**.

If **we** cannot repair or replace a damaged part or accessory, **we** will pay **you** the manufacturer's last listed price.

### *Accident recovery and protection*

If **your vehicle** sustains damage covered by this section and cannot be driven after an accident, **we** will pay the reasonable cost of protecting it or taking it to the nearest repairer or to a safe place. **You** must not drive **your vehicle** if this will increase the damage. If necessary, **we** will also pay the reasonable costs of delivering **your vehicle** to **your** home address after it has been repaired.

### *Hire purchase and financial agreement*

If **we** know that **your vehicle** is the subject of a hire purchase or other similar agreement with a finance company, **we** will make any payment to the owner described in that agreement. **We** will not be liable for any other costs after this.

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# Section 1 - Loss or damage to your vehicle

(continued)

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## What you are not covered for

We will not pay:

*Excess* the amount, or amounts, shown in the **policy schedule** and/or the **endorsement schedule**, and referred to as the **excess**. This will apply to each claim for damage to **your vehicle**. Any amount shown will be additional to any **excess** applying to young and new drivers or foreign licence holders.

*Excess - Young and new drivers or foreign licence holders* the amounts shown below for each claim for damage to **your vehicle** when it is being driven by:

- ◆ any person aged under 21 £300
- ◆ any person aged 21 to 24 £200
- ◆ any person aged 25 or over who has not held a full driving licence issued in Great Britain or Northern Ireland, the Isle of Man or the Channel Islands for the 12 months immediately before the damage £150

these **excesses** will not apply:

- ◆ to any loss or damage caused by fire, lightning, explosion, theft or attempted theft;
- ◆ when **your vehicle** is in the hands of the motor trade to be serviced or repaired;
- ◆ to any claim dealt with under Section 2 (Broken windows and windscreens).

*Excess - Fire and theft* the first £100 of any claim for loss or damage caused by fire, lightning, explosion, theft or attempted theft.

*Audio accessories and telephones* for cassettes, compact discs and telephone systems.

*Breakdowns* for any mechanical, electrical, electronic, computer or computer software breakdown, failure, fault or breakage.

*Deception* for loss, damage, or refund money from the sale of **your vehicle**, through someone pretending to be a buyer or that person's agent.

*Depreciation* for any loss in value of **your vehicle**.

*Improving your vehicle* for repairs or replacements which improve **your vehicle** beyond its condition before the loss or damage happened.

# Section 1 - Loss or damage to your vehicle

*(continued)*

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<i>Keys</i>	for loss or damage to <b>your vehicle</b> arising from theft or attempted theft when an ignition key has been left in or on <b>your vehicle</b> .
<i>Loss of use</i>	for loss of use, extra expense or consequential loss which happens as a result of the loss or damage for which <b>you</b> are claiming.
<i>Loss of value following repairs</i>	for any reduction in the <b>market value</b> of <b>your vehicle</b> which results from repairs to the vehicle.
<i>Repossession</i>	for loss or damage to <b>your vehicle</b> resulting from it being repossessed by its rightful owner.
<i>Sonic bangs</i>	for loss or damage to <b>your vehicle</b> caused directly by pressure waves from aircraft or other aerial devices travelling at sonic or supersonic speeds.
<i>Tyres</i>	for damage to tyres caused by braking or by cuts, punctures or bursts.
<i>Wear and tear</i>	for wear and tear.

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## Section 2 - Broken windows and windscreens

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### What you are covered for

#### We will:

*Glass* pay for broken glass in the windscreen, windows and roof of **your vehicle** and any scratched bodywork caused by the broken glass.

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### What you are not covered for

#### We will not:

*Excess* pay the first £50 of each claim for replacing windows or glass. **You** will not have to pay this **excess** if the glass is repaired and not replaced.

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## Section 3 - Liability to other people

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### What you are covered for

We will:

#### *Your responsibility*

**cover you** for legal liability if **you** have an accident involving **your vehicle** in which:

- ◆ another person is injured or dies;
- ◆ **you** damage other people's property.

#### *Driving other motor cars*

provide the same **cover** if **your certificate of insurance** states that **you** may drive a motor car other than **your vehicle**. We will do this provided that:

- ◆ the motor car being driven is not owned by **you**; and
- ◆ the motor car is not hired to **you** under a hire purchase agreement or financial arrangement; and
- ◆ **you** have the permission of the owner to drive that other motor car; and
- ◆ there is no other **insurance** covering the motor car.

#### *Towing*

provide **cover** while **your vehicle** is being used to tow a caravan, a trailer or a vehicle which has broken down, but only if the tow being made is without reward and in accordance with the relevant law.

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## Section 3 - Liability to other people (continued)

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### What cover we give for other people

We will also:

#### *Other people*

**cover** the following persons for their legal liability if they have an accident involving **your vehicle**:

- ◆ any person allowed on the **certificate of insurance** to drive **your vehicle**, provided they have **your** permission;
- ◆ any person who is using (but not driving) **your vehicle** with **your** permission for social, domestic and pleasure purposes;
- ◆ if **you** ask **us** to do so, any person who is a passenger travelling in, or getting in and out of, **your vehicle**.

#### *Your employer*

**cover your** employer or business partner provided that:

- ◆ the vehicle being driven is **your vehicle** and does not belong to and is not the subject of a financial arrangement entered into by **your** employer or business partner; and
  - ◆ the vehicle is being driven within the use allowed by the **certificate of insurance**; and
  - ◆ this **policy** is in the name of an individual or partnership.
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## Section 3 - Liability to other people

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(continued)

What you and other people are not covered for

We will not:

provide **cover** for damage to other people's property for any amount greater than £20,000,000 (twenty million pounds) in respect of any one claim or series of claims arising from one event caused by and arising in connection with **your vehicle**;

provide **cover** for claimants' costs for any amount greater than £5,000,000 (five million pounds) in respect of any one claim or series of claims arising from one event caused by and arising in connection with **your vehicle**;

provide **cover** for anyone:

- ◆ who is **covered** by other **insurance**;
- ◆ **we** agree to **cover** who does not keep to the conditions of this **insurance**;
- ◆ driving **your vehicle** without **your** permission;
- ◆ using **your vehicle** for their business or employment;
- ◆ causing the death of or bodily injury to anyone which arises out of and is in the course of that person's employment by the person claiming except where it is necessary to meet the requirement of the Road Traffic Acts.

pay for loss or damage:

- ◆ to **your vehicle**;
  - ◆ to any caravan, trailer or other vehicle which is being towed by, or attached to, **your vehicle**;
  - ◆ to anything which either is being carried in or on **your vehicle**, or is being carried in or on any caravan, trailer or other vehicle which is being towed by or attached to **your vehicle**;
  - ◆ to any property owned by, or in the possession of, or in the care of any person who claims the benefit of **cover** under this section.
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## Section 4 - Legal costs

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### What you are covered for

We will:

if **you** or any person entitled to **cover** is involved in an accident which may lead to a claim under this **policy** by another person:

- ◆ pay for the cost of legal services which **we** arrange for **you** to defend a charge relating to that accident in a Magistrates Court or a similar court;
  - ◆ pay the fees of any lawyer **we** appoint to represent **you**, or any person who is entitled to **cover**, at any Coroner's inquest or fatal accident inquiry.
- 

### What you are not covered for

We will not:

provide **cover** for:

- ◆ defending any charge relating to driving under the influence of drugs or alcohol;
  - ◆ any legal representation if **you** are pleading guilty, or if **you** want to defend any charge against the advice of the lawyer appointed;
  - ◆ defending any proceedings in the Crown Court or any similar court;
  - ◆ any Appeal Court costs;
  - ◆ any legal representation which **you** arrange if **we** decide not to do so.
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## Section 5 - Emergency treatment fees

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What you are covered for

**We will:**

pay for emergency treatment fees as required by the Road Traffic Acts and resulting from an accident involving the insured vehicle.

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## Section 6 - Accidents involving you or your husband or wife

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### What you are covered for

**We will:**

pay £5000 if **you** and/or **your** husband or wife are injured or die within three months of an accident involving any private motor car **you** are travelling in or getting into or out of. The accident must also be the only cause of injury which results in:

- ◆ death;
  - ◆ total and permanent loss of sight in one or both eyes;
  - ◆ amputation of one or more limbs at or above the wrist or ankle.
- 

### What you are not covered for

**We will not:**

provide **cover** for any injury which is:

- ◆ self inflicted, or caused by taking alcohol or drugs;
- ◆ caused by a natural disease or weakness, or by something **you** have inhaled or eaten;
- ◆ caused by medical or surgical treatment, unless the treatment was for an injury **you** have claimed for.

pay more than £5000 to any one person or £10000 in all.

pay from more than one **policy you** hold with **us**.

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## Section 7 - Personal belongings

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### What you are covered for

#### We will pay:

up to a total of £100 for personal belongings in or on **your vehicle** if they are lost or damaged because of accident, fire or theft.

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### What you are not covered for

#### We will not pay for:

- ◆ cassettes, compact discs, telephones, money, securities or jewellery;
  - ◆ anything carried in or on **your vehicle** in connection with **your** work;
  - ◆ anything insured under another **policy**;
  - ◆ any belongings if **your vehicle** is an open top or convertible type vehicle unless **you** keep the belongings in a locked boot.
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## Section 8 - Medical expenses

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What you are covered for

We will:

refund medical expenses of up to £100 for each person, if **you** or any passenger is injured as a result of an accident involving **your vehicle**.

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## Section 9 - No-claim discount

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### *Discount*

If **you** do not make a claim during the following periods of **insurance**, **we** will reduce the premium **you** pay when **you** renew the **policy** according to the following table of discounts:

<i>Period of insurance</i>	<i>Discount</i>
1 year	30%
2 years	40%
3 years	50%
4 years or more	60%

### *Effect of making a claim*

If **you** only make one claim during a period of **insurance**, **your** no-claim discount will step back by one year. If **you** make two or more claims in a period of **insurance**, **you** will lose all **your** discount.

### *Transferring the discount*

**You** cannot transfer **your** no-claim discount to anyone else. If this **insurance covers** more than one vehicle, there will be a separate no-claim discount for each one.

### *Claims which do not affect your discount*

**You** will not lose **your** entitlement to the no-claim discount if the only claim **you** make is:

- ◆ under Section 2 (Broken windows and windscreens);
  - ◆ under Section 5 (Emergency treatment);
  - ◆ for a claim where **we** have been able to recover in full any payments made by **us**.
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## Section 10 - Territorial limits and using your vehicle abroad

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*Territorial limits*      The **cover** provided by this **policy** applies in full while **your vehicle** is in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands or is being transported between those places by a normal air, sea or rail route.

*European Union*      The **insurance we** provide in this **policy** also gives **you** the minimum **cover** required by the laws of compulsory **insurance** for **you** to use **your vehicle** on a road in:

- ◆ any country which is a member of the European Union;
- ◆ any other country which has agreed to follow European Union Directives and is approved by the Commission of the European Union.

This minimum **cover** will be extended to that shown in the **schedule** for a period of up to 30 consecutive days in any one period of **insurance**. The same **cover** will also extend to include the processes of loading, unloading and transporting **your vehicle** to and from the countries in which **we** have agreed to **insure you**. **Your vehicle** must be transported by a recognised air, sea or motor rail route which takes 65 hours or less under normal conditions, or by the Channel Tunnel fixed link.

*Foreign travel*      If **you** require **cover** in countries outside the European Union, **you** will need to advise **us** before **you** travel. Provided **we** agree to accept, **cover** will be extended to that shown in the **policy schedule** including transit risks as defined above under European Union. **We** will issue an International Motor Insurance Card (Green Card) specifying the countries for which **we** have agreed to extend **cover**.

*Customs duty*      **We** will pay any customs duty **you** are charged if **you** have to leave **your vehicle** in one of the countries covered as a result of loss or damage which is covered by the **policy**.

*Other charges*      **We** will **insure you** against General Average Contributions, Salvage Charges, and Sue and Labour charges **you** have to pay while **your vehicle** is being transported by sea, as long as the vehicle is **insured** for loss or damage and the contribution relates to the value of the vehicle.

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## Section 11 - Your vehicle not being used

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*Vehicle not  
being used*

If, for any reason (apart from loss or damage covered by this **insurance**), **you** will not use **your vehicle** for more than 28 days in a row, **we** may suspend this **insurance**.

While **we** have suspended this **insurance** **we** will **cover your vehicle** against loss or damage caused by fire, lightning, explosion, theft or attempted theft.

*You must  
do this*

If **you** want **us** to suspend this **insurance** **you** must send **your certificate of insurance** back to **us**. **We** will suspend this **insurance** from the day **we** receive **your certificate of insurance** and refund 75% of the premium for the period it is suspended.

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# General exceptions

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Unless **we** are required to do so by a relevant road traffic law, **we** will not pay for any accident, injury, loss, damage, liability, or consequential loss:

*Uninsured drivers* while **your vehicle** is being driven by someone, or is in the care of someone for the purpose of being driven, who is not included in the **certificate of insurance** or is being used for a purpose which is not included in the **certificate**. This general exception will not apply while **your vehicle** is in the care of the motor trade to be serviced or repaired.

*Driving licence* while **your vehicle** is being driven by **you**, or some other person driving with **your** permission, unless **you** or that person holds a valid licence to drive that type of vehicle or has held and is not disqualified from holding or obtaining such a licence.

*Contractual agreement* occurring as a result of an agreement or contract, unless **we** would have been responsible anyway if the agreement or contract did not exist.

*War risk* caused by, or as a result of, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

*Earthquake* caused by earthquake.

*Riots* caused by riot or civil commotion elsewhere than in Great Britain, the Isle of Man or the Channel Islands.

*Radioactivity* directly or indirectly caused by, or contributed to by, or arising from:

- ◆ ionising radiations or radioactive contamination from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- ◆ the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear assembly or nuclear component of such assembly.

*Airside risk* while **your vehicle** is in or on that part of an aerodrome, airport, airfield or military base provided for:

- ◆ aircraft to take off and land or move on the surface; or
- ◆ aircraft parking aprons including the associated service roads, refuelling areas and ground equipment parking areas.

*Pollution risk* caused by pollution or contamination.

# General exceptions

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(continued)

Unless **we** are required to do so by a relevant road traffic law **we** will not pay for any injury, liability or consequential loss:

*Terrorism risk*      caused by an act of terrorism.

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# General conditions

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## *Our rights*

If **we** have to settle a claim because of the law of another country which **we** would not otherwise have paid, **we** reserve the right to recover the amount from **you** or the person who incurred the liability.

## *Accidents and claim procedure*

**You** must contact **us** at the following address, as soon as possible, about any event which may lead to a claim under this **insurance**.

HSBC Insurance (UK) Limited,  
Wigham House, Wakering Road, Barking, Essex IG11 8PB.  
Telephone: 020 8911 5111 Fax: 020 8911 5195

If **you** receive notice of a claim from someone else, **you** must tell **us** immediately and send any correspondence **you** receive to **us**. **You** must send **us** every writ, summons and letter **you** receive. **You** must also write and tell **us** immediately if **you** are about to be prosecuted or have to go to an inquest.

**You** must not admit liability for, or offer to settle, any claim without **our** permission. **We** may take over, defend or settle the claim or prosecute in **your** name for **our** own benefit. **You** must give **us** all the help and information **we** need.

## *Vehicle maintenance and safekeeping*

**You** must do all that **you** can to protect **your vehicle** against loss or damage and make sure that it is fit and safe to drive. **You** will not be **covered** if:

- ◆ **you** have an accident while **your vehicle**, including its load, is being driven when it is not fit and safe to do so;
- ◆ **your vehicle** is overloaded with passengers or goods.

## *Keeping to the conditions*

**We** will only provide **cover** as described in this **insurance** if the person claiming has fulfilled all the terms and conditions, and the **information and statements** provided by **you** are, as far as **you** know, complete and accurate.

## *Cancellation*

**We**, or an agent appointed by **us** and acting with our specific authority, may cancel this **insurance** by sending **you** seven days written notice to **your** last known address. If **you** live in Northern Ireland, **we** will also send notice to the Department of the Environment, Northern Ireland. If **we** do this, **we** will return **your** premium for the rest of the period of **insurance**.

**You** may cancel this **insurance** as long as **you** have not made a claim during the period of **insurance**. If **you** cancel, **you** must send **us your certificate of insurance**. **We** will then return the unused part of **your** premium from the date **we** receive **your certificate**.

# General conditions

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(continued)

<i>Other Insurance</i>	Except for Section 6 - Accidents involving <b>you</b> or <b>your</b> husband or wife, if there is other <b>insurance</b> which <b>covers</b> the same loss, damage or liability, <b>we</b> will not pay more than <b>our</b> share of the claim. This does not alter <b>our</b> right not to pay anything under Section 3 - Liability to other people, of this <b>policy</b> where a person apart from <b>you</b> has their own <b>insurance</b> .
<i>Disagreements</i>	Where <b>we</b> agree that a claim may be made against <b>us</b> , but disagree about the amount being claimed from <b>us</b> , the dispute may be referred to an arbitrator chosen under the laws relating to arbitration. <b>You</b> must wait for the arbitrator's decision before <b>you</b> take any further action against <b>us</b> .
<i>Fraud</i>	If a claim made against <b>us</b> is in any way fraudulent, or its amount is deliberately inflated or exaggerated, or it is made with the use of forged or falsified documents, no benefit will be paid under this <b>policy</b> .
<i>Car sharing arrangement</i>	<p><b>We</b> will provide <b>cover</b> if <b>you</b> carry passengers for social or similar purposes in return for payment, as long as:</p> <ul style="list-style-type: none"><li>◆ <b>your vehicle</b> has not been built or adapted to carry more than eight people (not including the driver); and</li><li>◆ <b>you</b> are not carrying passengers as part of a business of carrying passengers; and</li><li>◆ <b>you</b> do not make any profit from the money <b>you</b> have received.</li></ul> <p>If <b>you</b> are not sure whether <b>your</b> car-sharing arrangement is <b>covered</b> by this <b>insurance</b>, please ask <b>your</b> insurance broker or adviser.</p>
<i>Changing your vehicle</i>	This <b>policy</b> applies only to the vehicle shown in the <b>policy schedule</b> . If <b>you</b> change <b>your vehicle</b> , or get an additional one, <b>you</b> must tell <b>us</b> first if <b>you</b> want <b>cover</b> .
<i>Alteration of risk</i>	<p><b>You</b> must tell <b>us</b> at once if there is any change in the <b>information</b> <b>you</b> gave to <b>us</b> when <b>we</b> agreed to <b>insure you</b>.</p> <p>Without affecting the condition relating to cancellation <b>we</b> shall be entitled to increase or reduce the premium and/or vary the terms, conditions and exceptions of this <b>policy</b> in respect of the unexpired term of this <b>insurance</b>.</p>

# Important notes

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## *Data Protection Act 1998*

The **information** which **you** have given to **us** and any future **information** will be stored on a computer. It will be used for the administration of this **policy** and for risk assessment, statistical analysis, research and marketing purposes. It will also be used for purposes related to crime prevention. The **information**, including **your** personal details, may be disclosed to other parties but this will only apply if it is necessary for the performance of any aspect of this **policy**.

The **information** may also be transferred to any country outside the United Kingdom.

## *Information and Data including Sensitive Data*

The Data Protection Act 1998 defines sensitive data, which includes **information** about **your** medical history, any criminal convictions and any pending court proceedings. For full details of sensitive data, reference should be made to the Act or **you** may contact **us** for further advice.

**You** must make sure that all **information you** have given about other persons is accurate and that **you** have their consent to use it. **You** should show these Important Notes to anyone who is insured by this **policy** to drive **your vehicle**.

By accepting this **insurance you** have agreed to such data and **information** being processed by **us** or **our** agents. **We** will do all that **we** can to keep **information** secure at all times.

## *Data Controller*

For the purpose of the Data Protection Act 1998 the Data Controller in relation to any personal data **you** have supplied is HSBC Insurance Management Services.

## *Telephone Calls*

Telephone calls relating to **your insurance** and any claims may be recorded. The recordings will be used for fraud prevention, training and quality control purposes.

## *Anti-Fraud and Theft Registers*

Insurers pass **information** to the Claims and Underwriting Exchange Register run by Insurance Database Services Ltd. (IDS Ltd.) and the Motor Insurance Anti-Fraud and Theft register, run by the Association of British Insurers (ABI). The aim is to help **us** check **information** provided and also to prevent fraudulent claims. When **we** deal with **your** request for **insurance**, **we** may search the registers. Under the conditions of **your policy**, **you** must tell **us** about any incident (such as an accident or theft) which may or may not give rise to a claim. When **you** tell **us** about an incident, **we** will pass **information** relating to it to the registers.

*Motor Insurance  
Database*

**Your** policy details will be added to the Motor Insurance Database (MID), run by the Motor Insurers' Information Centre (MiiC). MID data may be used by the Driver and Vehicle Licensing Authority (DVLA) and the Driver and Vehicle Licensing Northern Ireland (DVLNI) for the purpose of Electronic Vehicle Licensing. MID data will also be used by the Police for the purposes of establishing whether a driver's use of the vehicle is likely to be covered by a motor **insurance policy** and/or for preventing and detecting crime. If you are involved in an accident (in the UK or abroad), other UK insurers, the Motor Insurers' Bureau and MiiC may search the MID to obtain relevant **policy information**.

Persons 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.

**You** can find out more about this from **us** or at [www.miiic.org.uk](http://www.miiic.org.uk).

# Complaints procedure

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We aim to give **you** a high standard of service at all times. If at any time that service falls below the standard **you** expect, **you** can take the following action:

- ◆ If **your** complaint is about the service **you** have received from **your** insurance broker or adviser **you** should contact:

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

- ◆ If **your** complaint is about the service **you** have received from **us**, **you** should contact **us** giving details of **your** complaint and send it to the manager of the department concerned. If he or she has already been involved and **you** are still dissatisfied, please write to the Chief Executive, HSBC Insurance (UK) Limited, at the address given in this **Policy booklet**. The Chief Executive will arrange for a complete review of **your** complaint and will give a decision.
- ◆ If after receiving a Chief Executive "final decision letter" **you** remain dissatisfied **you** may, if **you** are a private policyholder, contact the Insurance Ombudsman at the address given above.

This action may also be taken if the policyholder is a business that has a group annual turnover of less than £1,000,000.

Please quote **your policy** number in all correspondence.

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# What to do if

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The following pages are to help **you** and do not form part of the **insurance** contract.

## You change your vehicle

If **you** change **your vehicle**, **you** must contact **your** broker or adviser. They will need to know the make and model, year of manufacture, engine capacity, registration number and **your** estimate of the value.

**You** also need to tell **us** if the vehicle is in any way different from the manufacturer's specification. If **you** are not sure, tell **us**.

Please remember to tell **us** and make sure **you** have the **cover you** need before **you** drive **your vehicle**. **You** will need to return **your** old **certificate of insurance** so that **we** can cancel it.

## You change your address

**We** calculate **your** premium according to the area in which **you** live. If **you** change **your** address, tell **your** insurance broker or adviser.

**We** also need to know whether **you** will keep **your vehicle** in a garage. If **your vehicle** is not kept in a garage, please tell **us** where **you** will keep it when **you** are not using it.

## You want to change drivers

**Your certificate of insurance** shows who may drive **your vehicle**. If **you** want to change any of the drivers, tell **your** insurance broker or adviser. They will ask **you** a few questions.

Please remember to tell **us** and make sure **you** have the **cover you** need before **you** allow the person to drive **your vehicle**. **You** may need to return **your** old **certificate of insurance** so that **we** can alter it.

## You want to take your vehicle abroad

**You** do not need a Green Card if **you** drive within the European Union. If **you** want to drive outside the European Union **you** will need a Green Card and **you** must contact **your** insurance broker or adviser and ask for this document.

Some changes may mean **we** need to alter **your** premium. **Your** insurance broker or adviser will tell **you** if this happens.

## You have an accident

### *Helpdesk*

**You** can always obtain advice after an accident or loss of **your vehicle** by calling **our** Helpdesk on **020 8911 5111**. Use this number to report incidents which may lead to a claim, or to arrange for repairs if covered by **your policy**. Telephone calls may be recorded for training and quality control purposes.

### *General Advice*

If **you** are involved in an accident:

- ◆ stop and give **your** name, address and the registration number of **your vehicle**, together with **your insurance** details, to the other driver or drivers;
- ◆ **you** must report the accident to the Police within 24 hours at the latest if anyone is injured;
- ◆ note the names, addresses, vehicle and **insurance** details of all the other people involved, including any witnesses;
- ◆ make a sketch plan of the accident scene;
- ◆ do not admit responsibility for the accident or make any offer of payment without seeking **our** advice;
- ◆ fill in and send to **us** an Accident Report Form. These forms can be obtained from **our** Helpdesk, Repair Line garage or **your** insurance broker or adviser.

### *Repairing your vehicle*

If **your vehicle** is damaged and the damage is covered by **your policy**, **you** should consider using Repair Line, **our** nation-wide network of repairers. Each Repair Line garage will:

- ◆ collect **your vehicle** free of charge;
- ◆ have authority to proceed with repairs quickly;
- ◆ give **your** repair priority;
- ◆ clean **your vehicle** after the repair;
- ◆ deliver **your vehicle** to **your** home address;
- ◆ guarantee all repairs for two years.

If **you** use Repair Line **you** will not have to pay anything towards the cost of replacing damaged batteries and tyres.

## *Courtesy car*

If damage to **your vehicle** is covered by this **policy** and **you** use a Repair Line garage, **you** may be offered a courtesy car during the period of repair, but availability could require forward booking and certain conditions will apply. A courtesy car will not be provided in the event of **your vehicle** being a total loss or if it is stolen.

## *If you have to pay an excess and/or VAT*

If **you** have to pay an **excess**, **we** will ask the repairer to collect this from **you** when the repair is finished. The repairer will also ask **you** to pay any VAT if **you** are registered for VAT.

## *Somebody claims against you*

Send all letters and other correspondence to **us** as quickly as possible so that **we** can deal with them for **you**. Always quote **your policy** or claim number.

Remember, do not admit responsibility for the accident or make any offer of payment without seeking **our** advice.

## *Police prosecutions*

**You** must let **us** know at once if **you** receive notice of any possible prosecution because of an accident. It would also help **us** to know if other people involved in the accident will be prosecuted.

## **Your vehicle is stolen**

### *Tell the Police*

Please tell the Police as soon as **you** discover the loss and make a note of the crime reference number and station concerned.

### *The waiting period*

There will be a period of time during which the Police will try to find **your vehicle**. If the vehicle is not recovered within 28 days, or the vehicle is recovered damaged, **we** will settle **your** claim on the basis described in Section 1 - Loss or Damage to **your vehicle**.

## **Recommended Specialists**

### *Glass claims*

**You** can call Freephone 0800 318 043 to be connected to **our** preferred suppliers. **You** will need to show them **your Certificate of Insurance** before work starts. If **you** have windscreen **cover** and the glass is replaced, **you** will only need to pay the **excess** referred to in Section 2 - Broken windows and windscreens, of this **policy** and **we** will pay the windscreen company the balance of the bill direct.

If the glass is repaired **you** will not have to pay the **excess**.

### *Tyres/batteries and in-car entertainment*

**We** authorise, and have arrangements with, a number of companies who can supply and fit these items. Please ring **our** Helpdesk for further details and guidance.

## NOTES

## NOTES

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