

Policy

# Car Solutions Insurance



# Your car insurance policy

## Complete with Zurichcare motoring assistance and car breakdown cover

You should read this policy, the schedule, endorsements and certificate of motor insurance as one contract. It is an agreement between you (the person shown in the schedule as the person insured) and us (Zurich Insurance Company), but is only valid if you agree to pay the premium. It is based on the information you gave us and then confirmed in a 'statement of facts', or on the information in the proposal form you filled in.

If you decide that you do not want to accept the policy (or any subsequent renewal of the policy by us), please return it to us (or your insurance advisor) together with the Certificate of Insurance using the contact details provided on the covering letter within 14 days of receiving it (or for renewals, within 14 days of your policy renewal date). We will only charge you on a pro rata basis for the time we have been on cover subject to a minimum premium of £15 (plus insurance premium tax). The balance of the premium will be returned to you but there will be no refund where you are cancelling the policy following a claim where the vehicle is a total loss and not being replaced.

Your policy provides cover in the United Kingdom for the people and car shown in the certificate of motor insurance for the period shown. For details of using your car abroad, see Section 14.

Wherever we refer to spouse in this policy, we mean your husband, wife or partner you live with as if you are married (including partners of the same sex).

### Settling claims

For claims under Sections 4 and 5 of Part A of the policy, we will at our option either repair your car or make a cash settlement, which will not be more than your car's market value at the time of the loss or damage.

## Part A Private car insurance

### Section 1 Liability to others

We will cover your legal liability to compensate other people if someone dies or is injured, or property is damaged, as a result of using your car and any trailer or broken-down vehicle being towed by it.

We will provide this cover for:

- you and the drivers named on your certificate;
- passengers in your car;
- your employer or business partner, or your spouse's employer or business partner; and
- the legal representatives of the people named above if they have died.

Following an event which may lead to a claim, we will provide legal representation for people covered under this policy:

- a at any coroner's inquest, court of summary jurisdiction, or similar court; and
- b to defend a charge of manslaughter or causing death by dangerous driving.

#### What you are not insured for

- Damage to your car or any trailer or vehicle that is being towed by it.
- Damage to property (including any motor car) owned by or in the custody or control of the person claiming cover under this section.
- Any amount over £20 million for damage to property and £5 million for legal costs and expenses as a result of any claim or series of claims caused by one event.
- Death, injury or damage to property resulting from terrorism, except as necessary to meet the requirements of the Road Traffic Acts.

### Section 2 Driving other cars

If this is set out in your certificate of insurance, we will extend your cover under Section 1 of this policy while you are driving in the United Kingdom or Republic of Ireland to include any motor car not owned by you or hired to you under a hire purchase agreement.

### Section 3 Emergency treatment fees

We will pay emergency treatment costs as necessary under the Road Traffic Acts.

### Section 4 Fire and theft cover

We will cover your car, including its spare parts or accessories while in your car or private garage, against loss or damage by fire, theft or attempted theft.

Cover for audio equipment, which must be permanently fitted to your car, is limited to £500 for any one claim unless it is part of the manufacturer's original specification.

#### What you are not insured for

- The first £100 of each claim. This does not apply if your car is in your garage while the loss or damage occurs.
- Loss or damage by theft or attempted theft while the ignition keys are in or on your car.
- Loss of use of your car.
- Loss or damage resulting from deception.
- Loss of value or wear and tear.
- Mechanical or electrical failure.
- A reduction in the car's market value following repair.
- More than the maker's last list price in the United Kingdom of any spare part.

### Section 5 Accidental damage cover

We will cover your car, including its spare parts or accessories while in your car or private garage, against loss or damage.

Cover for audio equipment, which must be permanently fitted to your car, is limited to £500 for any one claim unless it is part of the manufacturer's original specification.

We will also pay up to £350 to replace car locks if you lose your car keys or lock transmitter, or your keys are stolen.

#### What you are not insured for

- The first amount of each claim shown under deductions in the schedule. Also, a further amount (shown below) of each claim under this section when the vehicle is being driven by a person:

aged 16 to 20	£250
aged 21 to 24	£200
aged 25 or over and either holds a provisional licence or has held a full licence for less than one year	£100
- Loss of use of the insured car.
- Loss or damage resulting from deception.
- Loss of value or wear and tear.
- Mechanical, electrical, electronic, computer or computer-software breakdowns, failures, faults or breakage.
- A reduction in the car's market value following repair.
- More than the maker's last list price in the United Kingdom of any spare part.
- Damage to tyres caused by braking, puncture cuts or bursts.

#### Note:

We will not make deductions while your car is being driven by:

- a member of the motor trade while it is being serviced or repaired;
- hotel or restaurant staff for the purposes of parking; or
- a chauffeur provided under Parts E and F of this policy.

Nor will we make deductions if the claim is for the cost of replacement locks only.

### Section 6 New car replacement

Following a valid claim under Section 4 or 5 of the policy, we will, as long as everybody involved agrees, replace your car with a new car of the same model if:

- you or your spouse bought it new in the UK;
- it costs more than 60% of the manufacturer's retail price, including VAT, to repair it; and
- it is less than one year old from the date of its first registration as new, at the time of the loss.

### Section 7 Repairs

Following a valid claim under Section 4 or 5 of the policy, we will pay the reasonable cost of taking your car to the nearest competent repairer and returning it to you when the repairs are complete.

### Section 8 Owner's interest

We will make all claims payments under Section 4 or 5 of the policy to the legal owner if your car is under any contract or hire purchase agreement.

### Section 9 Personal belongings

We will pay up to £150 (increased to £250 for December) for personal belongings that are lost or accidentally damaged in your car. We will also pay up to £200 for loss of or damage to any wheelchair, child's pushchair, buggy or carrycot in your car.

#### What you are not insured for

Any items stolen, unless they are hidden in a glove box or luggage compartment and the car is locked when it is unattended.

### Section 10 Personal accident

If you (or a member of your family who permanently lives with you) are involved in an accident while travelling by car, we will pay £10,000 (the maximum payment for any person under all Zurich policies) for death or permanent total loss of:

- sight in an eye; or
- the use of an arm or leg.

### Section 11 Medical expenses

Following an accident involving your car, we will pay medical expenses up to £200 for treatment for each person who is injured while travelling in your car. We will also pay £30 a day for up to 30 days if you have to stay in hospital.

### Section 12 Luggage trailer

We will pay up to £250 under Sections 4 and 5 for loss or damage to a luggage trailer, whether or not it is attached to your car at the time of the accident or loss.

### Section 13 Windscreen cover

If the glass in the windscreen, windows or sunroof is damaged, we will pay for its replacement or repair including the repair of any resulting scratching of the surrounding bodywork. As long as there is no claim under any other section of this policy, any payment for glass replacement will not affect your no claims discount.

#### What you are not insured for

The first £80 of each claim. This will be reduced to £50 if you use Autoglass to arrange the glass replacement. You will not have to pay either of these amounts if the glass is repaired and not replaced.

### Section 14 Using your car abroad

Your car is covered if you use it in European Union countries, as well as Croatia, Iceland, Norway, Switzerland and Liechtenstein, as long as your visit is not for more than 60 days.

Following a valid claim, we will also cover the cost of any foreign customs duty you must pay if loss or damage to your car prevents its return to the United Kingdom.

If after 60 days you do not return to the United Kingdom, cover will be limited to the legal minimum requirement to use your car in that country, unless we have agreed to extend the cover in writing.

#### What you are not insured for

Using your car in any country that is not listed above unless you have given us the details beforehand of the proposed trip and we have confirmed cover in writing.

### Section 15 Loss of licence

If your car is declared a total loss following a valid claim, we will pay for any road tax that is still left that you are not able to recover from the licensing authorities.

### Section 16 Car-sharing

If you are paid as part of a car-sharing arrangement for social or other similar purposes, we will not consider this as 'carriage for hire and reward' as long as:

- the vehicle is not built or adapted to carry more than eight passengers; and
- you do not profit from the contributions you receive for the journey.

### Section 17 Courtesy car cover

We will provide policy cover in the United Kingdom for:

- a car we give you temporarily after an accident; and
- a car your motor trader gives you, up to 1700cc, while your car is in a garage for a service or for mechanical repair.

A courtesy car will be provided to you while damage to your own vehicle is being repaired by one of our approved repairers following an accident or theft. Please refer to your Zurich Assistance booklet for full details.

### Section 18 Out of use

If you tell us that your car is in a garage and not being used, we will suspend the policy (except for Section 4) from the date we receive the current certificate of insurance.

### Section 19 Emergency overnight or travel expenses

We will pay you (and any person travelling in your car) up to £25 for any necessary overnight accommodation or to travel home if your car is stolen or damaged as a result of an accident covered by this policy.

### Other information

Our no-claims discount scale and step back following a claim is as follows.

Claim-free years	No-claims discount	Next renewal no-claims discount		
		First claim	Second claim	Third or more
1	35%	Nil	Nil	Nil
2	45%	Nil	Nil	Nil
3	55%	35%	Nil	Nil
4	60%	45%	Nil	Nil
5 or more	65%	55%	35%	Nil

Parts C to F of this policy are managed on behalf of Zurich by Green Flag Motoring Assistance.

Cover under these parts only applies if they are shown in your current policy schedule.

## Part B Uninsured loss recovery and legal expenses

If you have a motor accident in the United Kingdom (or a country listed under section 14) that is insured by this policy and it is not your fault, we will help you get back your uninsured losses and claim resulting damages or compensation (or both) for death or personal injury.

We will pay your reasonable legal costs and fees for each accident up to £100,000 (less any legal costs and fees you have already claimed back) if we have agreed beforehand to the purpose and amount of these expenses. You must claim back all the legal fees and expenses you are entitled to. We will set these against payments we make under this part of the policy.

Before legal proceedings are issued, we will appoint a legal representative to act for you. If legal proceedings need to be issued, you may choose your own legal representative if we approve them. If we cannot agree on a legal representative, we will ask the Law Society to choose a legal representative, which we must both accept. We are entitled to get any information from the legal representative.

It is a condition of this cover that you take all reasonable precautions to reduce the amount of legal costs and fees you must pay for.

### What you are not insured for

Any legal costs and fees if:

- the accident is caused by a fault in your car;
- you instruct a legal representative without our agreement beforehand;
- you report a claim to us more than 180 days after the accident;
- we consider that the continuance of your claim does not have a reasonable prospect of success, or that the legal costs and fees are not in proportion to the amount you are claiming;
- they arise in a dispute that you have with us;
- you act against our advice or the advice of the legal representative appointed;
- you unreasonably withdraw from the legal proceedings, or your claim is settled or discontinued without agreement beforehand; or
- the legal representative refuses to act for you.

If there is a disagreement between you and us, we and you may agree on an arbitrator. If we cannot agree, the Law Society will name an arbitrator and their decision will be final.

## Part C Breakdown assistance and recovery

We will provide, in the United Kingdom, up to 30 minutes' roadside assistance if your car breaks down, has a puncture (as long as the spare wheel is available) or runs out of fuel, or if you lose your car keys more than one mile from your home.

If the car cannot be repaired at the roadside, it will be taken, together with the driver, up to five passengers and any standard make of caravan or trailer you are towing, to the nearest garage within 25 miles for it to be repaired at your cost. (A standard make is up to 7 metres long, 3 metres high, 2.35 metres wide and not weighing more than 2.5 tonnes when loaded.)

### What you are not insured for

- The cost of replacement fuel or spare parts.
- Assistance or recovery within one mile of your home address.
- Any storage charges, toll fees or ferry charges.
- Damage caused by getting into your car if you have lost your car keys.
- Recovery or repair of a trailer or caravan if it contains an animal or person.
- Help if your car is immobile (cannot be driven) because of the surface it is on, for example, sand, mud or grass.

If temporary repairs are made, you must get the vehicle permanently repaired as soon as possible.

If your car is not easy to get to, or we have to use specialist equipment, you may have to pay any extra costs.

We may choose to repair your car (at your cost) following a breakdown, rather than arranging for it to be recovered.

## Part D Home-Call

Your policy is extended to include breakdown cover, as provided under Part C, at your home address or within one mile of your home.

## Part E Nationwide breakdown recovery service

The breakdown cover under Part C is extended to include the following.

### 1 Recovery service

If your car cannot be repaired, we will recover your car, trailer, driver and up to five passengers to their home address or the intended destination in the United Kingdom. We will then take your car to a local repairer of your choice within 25 miles.

### 2 Chauffeur service

If your driver is taken ill and nobody is qualified to drive your car, we will give you a chauffeur to help you complete your planned journey or return you home.

## Part F European breakdown and accident assistance

The breakdown cover under Part C is extended to provide cover while the vehicle is being used within the countries listed in Section 14 of Part A of this policy other than the United Kingdom. The following cover is also included.

### 1 Loss of use of your car

If your car cannot be used for more than eight hours, or is stolen and not recovered within eight hours, we will pay for one of the following.

- Up to £750 towards the cost of hiring another car until your car is repaired.
- The cost of transporting you and your luggage to your destination and then returning you to your car following its repair.
- Up to £45 for each person a day for up to five days for reasonable accommodation expenses.

We cannot guarantee that hire cars will always be available or will be fitted with a roof rack and towbar. You:

- are responsible for the cost of fuel and other expenses necessary to continue your trip; and
- must keep to the conditions of the hire company.

### What you are not insured for

If you lose your deposit because the hire car is damaged, or because you do not put more fuel into the hire car.

### 2 Returning your car to the United Kingdom

If your car cannot be repaired, or is stolen and not recovered by your expected departure date or is recovered after you have returned to the UK, we will pay:

- the cost of transporting you and your luggage to your home in the United Kingdom;
- the cost of transporting your car to your home or repairer of your choice in the United Kingdom, or up to £600 for you or a driver of your choice to return from the United Kingdom to collect your car; and
- up to £100 for storing your car abroad.

The most we will pay to return your car will be its current market value in the United Kingdom.

### 3 Chauffeur service

If your driver is taken ill and nobody is qualified to drive your car, we will give you a chauffeur to help you return home if everyone is medically fit to travel. We will also pay, for up to five days, £45 for each person a day to cover reasonable accommodation expenses.

### 4 European motorways

If the police arrange for an independent garage to recover your car, we will pay the costs of this. Please keep your receipt.

## Conditions which apply to this policy

### 5 Defence up to £10,000

We will pay up to £10,000 that you have run up with our permission, to provide a defence in criminal proceedings against the driver of your car due to a road traffic accident.

#### What you are not insured for

- Alleged speeding offences when no other offence is involved.
- Our costs or expenses which we have not authorised beforehand.
- Fines awarded against you.

### 6 Advance of funds

We will make available up to £4,000 for bail or any other security needed following a car accident or if the driver is stopped. You must repay this within one month.

### 7 Delivering spare parts

If we cannot get the necessary spare parts locally, we will arrange to get them from the UK as long as they are available. You must repay us the cost of the parts and any customs duty within one month.

#### What you are not insured for

Costs you would normally have as part of your journey.

- 1 You must do all you reasonably can to prevent loss or damage to your car and maintain it in a roadworthy condition.
- 2 Everyone covered by this policy must follow the policy terms and conditions. All drivers must have a valid driving licence and follow the conditions of their licence.
- 3 If, by law, we must make a payment that is not covered by the policy, we have the right to recover this payment from you or the person who is liable.
- 4 You must tell us immediately about any accidents, claims or legal proceedings in connection with this policy, and give us all the information and help we may need. You must send any writ or summons to us immediately it is received. We will decide how to settle or defend a claim, and may carry out proceedings in the name of any person covered by the policy, including proceedings for recovering any claim.
- 5 You may cancel the policy at any time by telling us, either in writing or over the phone. We may cancel the policy by giving you seven days' written notice to your last known address. We will give you a refund in proportion to the time left until your current period of insurance is due to run out. We will add £50 to your time on risk premium if you cancel your policy within the first year. We will not pay a refund if we have paid a claim or one is outstanding at the time you cancel your policy. By law, you must return the certificate of motor insurance to us.
- 6 If a claim is fraudulent or false in any way, we will not make any payment under the policy and all cover will end.

## Exclusions which apply to this policy

- 7 We will not make any payment if there is cover under any other policy.
- 8 You must report any theft, attempted theft or malicious damage to the police immediately.
- 9 Your policy is governed by the law that applies to where you reside within the United Kingdom. If there is any disagreement about which law applies, English law will apply.
- 10 You must tell us if any of the information on which this insurance is based changes. Failure to do so may result in your insurance no longer being valid and claims not met. If in doubt about any change, please tell us. You should keep a record (including copies of letters) of all information supplied to us in connection with this insurance. If you change your car, the drivers, or how you use your car, we will not be liable until either a cover note or a new certificate of insurance has been issued.

Following your amendment to the policy, we will be entitled to vary the premium and terms for the rest of the period of insurance.

- 11 If you pay the premium in instalments by direct debit, we will have the right to renew the policy each year and continue to collect premiums using this method. (We may decide not to use this right.) We may vary the terms of the policy (including the premium) at the renewal date. If you decide that you do not want us to renew the policy, as long as you tell us before the next renewal date, we will not renew it.

Our right to renew this policy does not affect your rights to cancel it (see pages 2 and 8 of the policy).

We will not pay for any claims arising from the following.

- 1 Your car being driven or used by any person or for a purpose that is not covered by your certificate of insurance.
- 2 War, invasion or civil war, except as necessary to meet the requirements of the Road Traffic Acts.
- 3 Riot or civil commotion outside Great Britain.
- 4 Pressure waves caused by aircraft travelling at the speed of sound, or faster.
- 5 Ionising radiation, radioactivity, nuclear fuel, nuclear waste or nuclear equipment.
- 6 Using a car in any area used by aircraft or for servicing aircraft.
- 7 A contract that says you are liable for something which you would not otherwise have been liable for.
- 8 Pollution or contamination unless it is directly caused by a sudden identifiable, unintended and unexpected incident and it occurs entirely at a specific time and place during the period of insurance.

## Our complaints procedure

We value the opportunity to investigate concerns you may have about our service. We are committed to handling complaints fairly, thoroughly and promptly.

Firstly, if you have a complaint about your policy or a claim, you should contact the insurance adviser who arranged the policy for you. If they are not able to sort out your complaint, you can contact us direct.

If your complaint is about your policy, please call us on the 0870 number printed on your welcome letter or renewal letter.

If your complaint is about a claim, please call us on 0845 300 5140.

If you prefer, you may write to us. The address to use is shown on your welcome letter or renewal letter.

If you are still not satisfied, you can contact the Chief Executive's office.

You can phone **01242 511227** or e-mail **chiefexecutive@uk.zurich.com**

Or, write to:  
Chief Executive  
The Grange  
Bishops Cleeve  
Cheltenham GL52 8XX.

A member of the Chief Executive's office will respond to your complaint and offer to sort it out where possible.

If you are still not happy with the way we have dealt with your complaint, you can ask the Financial Ombudsman Service (FOS) to review your case. This is a free and impartial service.

You can phone on **0845 080 1800** or e-mail **enquiries@financial-ombudsman.org.uk**

Or, write to:  
Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London E14 9SR.

You may contact the Ombudsman at any stage of your complaint. Your legal rights will not be affected.

## Making a claim

You can find details of making a claim in your Zurichcare Assistance booklet, or you can ring us on the numbers below.

When you contact us about a claim, you will need to tell us:

- your name, address and telephone number(s)
- the place where the loss or damage occurred
- what caused the loss or damage

### In the United Kingdom

Reporting a claim or accident

**0800 400 641**

Replacing or repairing glass

**0800 36 36 36**

Emergency breakdown assistance

**0800 328 8740**

24 hours a day, 365 days a year

### In Europe

Reporting a claim or accident or  
Emergency breakdown assistance

(as long as you have bought this optional cover)

**00 800 4000 6000**

or **00 (country code)** then **1274 658073**

24 hours a day, 365 days a year

### Motor Legal Helpline

**0870 010 0961**

24 hours a day, 365 days a year

### Uninsured Loss Recovery and Legal Expenses

**0870 366 1542**

8am to 10.30pm Monday to Friday

8am to 6pm Saturdays and Sundays

## Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation should we be unable to meet our obligations. Further information is available on **www.fscs.org.uk** or you may contact the FSCS on **020 7892 7300**.

## Endorsements

The following only apply if they are shown as Operative Endorsements on your current policy schedule.

### 1 Anti-theft protection

Theft cover under Section 4 of the policy will not apply unless the security device named in the schedule alongside this endorsement number is in use at the time of the loss.

### 3 Ownership

The person named in the schedule alongside this endorsement number has been noted as the owner of your car.

### 10 Motor caravans

Section 9 of this Policy is cancelled and replaced by the following:

#### Section 9

We will pay up to £1500 for each claim and £250 for any one item following loss or accidental damage to personal belongings, awnings, camping equipment, generators and gas cylinders while they are in or attached to your vehicle.

What you are not insured for

Loss or damage which happens while your vehicle is unlocked and unattended.

### 11 No-claims discount protection

We will allow our maximum no-claims discount as long as you have not made more than two claims during the last five years in a row (or three years if your policy was taken out before 1 October 1999).

### 25 Drivers under 25 years of age excluded

This policy does not apply if your car is being driven or in the charge of any person under 25 unless they are named alongside this endorsement in the schedule.

### 26 Isle of Man law

The laws of the Isle of Man apply to this policy. Any legal proceedings will take place in the courts of the Isle of Man.

### 27 Policy replacement

This policy replaces your previous Eagle Star Private Car Policy.

This contract is based on the information you originally provided and any changes told to and accepted by Eagle Star since the start of the policy.

### 29 Drink Driving

Only Section 1 of this policy will apply while your car is being driven by or in the charge of the person named alongside this endorsement in the schedule and if they:

- are under the influence of alcohol or drugs;
- have over the legal limit of alcohol in their blood or urine; or
- refuse to supply a breath, blood or urine sample.

### 32 Drivers under 21

This policy does not apply if your car is being driven or in the charge of any person under 21 unless they are named alongside this endorsement in the schedule.

### 35 Driving tuition

The deductions shown under section 5 of this policy do not apply while your car is being used for tuition purposes, as long as:

- your car has dual controls; and
- the person being taught to drive is accompanied by a driving instructor or examiner who is registered in line with Part V of the Road Traffic Act 1988.

Any deductions shown in the schedule still apply.

### 40 Audio-equipment limit

The most we will pay for audio equipment under Sections 4 and 5 of the policy is increased to the value that appears alongside this endorsement.

### 44 Kept overnight

When you keep your vehicle at your home address overnight, there will be no cover under Sections 4 and 5 of the policy for any loss or damage which happens between 10pm and 6am unless your vehicle is in a locked garage or on a driveway behind locked gates.

### 99 Other

See the separate sheet.



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**General Insurer of  
the Year 2004  
Highly Commended**



**Zurich Insurance Company**

UK Head Office: Zurich House, Stanhope Road, Portsmouth, Hampshire PO1 1DU  
[www.zurichinsurance.co.uk](http://www.zurichinsurance.co.uk)

A limited company incorporated in Switzerland. Registered in the Canton of Zurich. Canton Number CH-020.3.929.583-0. UK Branch registered in England. Number BR105. Authorised and Regulated by the Financial Services Authority. These details can be checked on the FSA's register by visiting their website [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting them on 0845 606 1234.

Communications may be monitored or recorded to improve our service and for security and regulatory purposes.

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The pulp used in the manufacture of this paper is from renewable timber produced on a fully sustainable basis.  
The pulp used in the manufacture of this paper is bleached without the use of chlorine gas (ECF - Elemental Chlorine Free).  
The paper is suitable for recycling.



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