



NEW
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HYUNDAI
INSURANCE

YOUR POLICY DOCUMENT

Important Numbers

Claims and Accident Helpline **0844 836 7381*** *(24 hours)*

**We recommend you save this number to your mobile phone*

Glass Helpline **0844 836 7385** *(24 hours)*

Policy Changes and Renewals **0844 836 7380** *(Mon to Fri 0900-1730)*

Quotes **0800 326 5456** *(Mon to Thu 0830-1930; Fri 0900-1730)*

Complaints **0844 836 7380** *(Mon to Fri 0900-1730)*

www.hyundaimotorinsurance.co.uk

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Important Customer Information

You should keep a complete record of all information (including copies of letters) supplied to us in taking out this insurance.

So that you understand what you are covered for, please read this Policy Document, the *Policy Schedule* (which may make reference to *endorsements*) and the *Certificate of Motor Insurance*, very carefully. You should pay special attention to the General Exceptions and General Conditions of this policy.

If you have any questions, or the cover does not meet your needs, or any of the details are incorrect, you should notify us immediately.

Notify us of changes which may affect your insurance

To keep your insurance up to date please tell us straight away about changes which may affect your cover.

Some examples are:

- A change of car or you have purchased another car to which you want your existing cover to apply.
- You wish a new driver to be covered.
- You or any other driver passes their driving test.
- Someone who drives the car gets a motoring or other conviction or suffers from a medical condition or has a claim on another policy.
- The car is changed or modified from the manufacturer's standard specification or you intend to change or modify it (including the addition of optional fit accessories such as spoilers, skirts, alloy wheels etc).
- A change of occupation (full or part-time) by you or any other driver.
- A change of address or where the car is normally kept.
- A change in the use of the car.
- The car is involved in an accident no matter how trivial.
- A change of the main user of the car.
- If the car is likely to exceed the annual mileage declared at the commencement or renewal of the policy for which you may have received a premium discount.

This is not a full list and if you are in any doubt you should advise us for your own protection. If you do not tell us about changes, your insurance may not cover you fully or at all.

How to Make a Complaint

At Hyundai Insurance we are committed to going the extra mile for our customers. If you believe that we have not delivered the service you expected, then in the first instance please contact: The Customer Relations Officer, Hyundai Insurance, Batchworth House, Church Street, Rickmansworth, Hertfordshire, WD3 1JE or telephone 0844 836 7380.

In the unlikely event that your concerns have not been resolved you may refer the matter to The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR or call the helpline 08000 234 567 or switchboard 020 7964 1000 or visit www.financial-ombudsman.org.uk.

Financial Services Compensation Scheme

Hyundai Insurance is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from this scheme if we cannot meet our liabilities under this policy. Further information about the scheme is available on the FSCS website at www.fscs.org.uk or by writing to the FSCS at 7th Floor, Lloyd's Chambers, Portoken Street, London E1 8BN.

How to Make a Claim

Call us straight away from the scene of the incident

0844 836 7381

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) Draw a diagram of the scene. Show as much detail as possible, including the position of all the cars involved (before and after the accident), speeds and distances, road names and layout, where witnesses were standing, any obstructions to *your* or other road users' view, weather/light conditions, time of day, and anything else *you* feel would be relevant.
- 5) If anyone has been injured, or damage has been caused to other property, *you* must show *your Certificate of Motor Insurance* to the Police or to anyone involved in the accident. If *you* can't do this at the time, *you* must report the accident to the Police and show them *your Certificate of Motor Insurance* no later than 24 hours after the accident.
- 6) Don't admit blame or liability or make an offer of payment. If any of the other people involved do this, please tell us.

Call our Claims and Accident Helpline (24 hours)

0844 836 7381

Make sure you call 0844 836 7381 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 Exceptions in this Policy Document. We may tell the dealer from whom *you* bought the vehicle about the claim.

Windscreen and glass claims

If the cover shown on *your Policy Schedule* is Comprehensive and *your* windscreen/window has been damaged:

Call our Glass Helpline (24 hours)

0844 836 7385

For details on cover and excesses applicable please refer to Section H of the Policy Document.

Introduction

This Policy Document is evidence of a legally binding contract of insurance between *you* (the Insured) and *us* (Hyundai Insurance). The contract is based on the information *you* provided on *your Quotation Information Form* and any other information given either verbally or in writing by *you* or on *your* behalf at the time *you* applied for insurance.

You must read this Policy Document, the *Schedule* and the *Certificate of Motor Insurance* together. The Schedule tells *you* which sections of the policy apply. Please check all three documents carefully to make certain they give *you* the cover *you* want.

We have agreed to insure *you* against liability loss or damage that may occur within the *geographical limits* of the policy during any *period of insurance* for which *you* have paid, or agreed to pay the premium. The cover *we* provide is subject to the terms, conditions and exceptions contained in this Policy Document or in any *endorsement* applying to this Policy Document.

Nobody other than *you* (the Insured) and *us* (Hyundai Insurance) has any rights that they can enforce under this contract except for those rights that they have under road traffic law in any country in which this insurance applies.

Unless specifically agreed otherwise, this insurance shall be subject to English Law. The terms and conditions of this policy and all other information concerning this insurance are communicated to *you* in the English language and *we* undertake to communicate in this language for the duration of the policy.



Andrew Long
Managing Director – Hyundai Insurance

Hyundai Insurance is provided by Original Insurance Services Limited and is underwritten by Zenith Insurance Plc with the exception of the Motor Legal Protection Policy which is underwritten by Markerstudy Insurance Company Limited.

Original Insurance Services Limited

Registered in England and Wales, Company Number 05686831
Registered Office: Batchworth House, Church Street,
Rickmansworth, Hertfordshire, WD3 1JE Tel: 0844 836 7380.
Authorised and regulated by the Financial Services Authority.

Zenith Insurance Plc

Registered in Gibraltar, Company Number 84085
Registered Office: 846-848 Europort, Gibraltar
Member of the Association of British Insurers
Zenith Insurance Plc is an authorised insurance company licensed and based in Gibraltar and is regulated by the Gibraltar Financial Services Commission and subject to limited regulation by the Financial Services Authority in respect of underwriting business in the UK (FSA Register Number 211787).

Markerstudy Insurance Company Limited

Registered in Gibraltar, Company Number 78789
Registered Office: 846-848 Europort, Gibraltar
Markerstudy Insurance Company Limited is a sister company of Zenith Insurance Plc and is member of the Association of British Insurers
Markerstudy Insurance Company Limited is an authorised insurance company licensed and based in Gibraltar and is regulated by the Gibraltar Financial Services Commission and subject to limited regulation by the Financial Services Authority in respect of underwriting insurance business in the UK (FSA Register Number 206322).

Telephone calls may be monitored or recorded for security and training purposes. Calls to 0844 numbers will cost no more than 5p per minute for BT customers. Call charges from other companies may vary and *you* may want to check this with *your* provider.

The Financial Services Compensation Scheme covers this policy. *You* may be entitled to compensation from this scheme if *we* cannot meet *our* liabilities under this policy. Further information about compensation scheme arrangements is available at www.fscs.org.uk or by telephoning 020 7892 7300.

Definitions

The words or phrases shown below have the same meaning whenever they appear in this Policy Document or in the Certificate of Motor Insurance, Policy Schedule or endorsements.

Approved repairer

A Hyundai approved motor vehicle repairer authorised by us or our representative to repair the *insured car* following a valid claim under Section A or Section B of this insurance.

Certificate of Motor Insurance

A document, which is legal evidence of *your* insurance and is required by law and forms part of this contract of insurance. It shows the *insured car's* registration number, who may drive it and what it may be used for. The *Certificate of Motor Insurance* must be read with this Policy Document.

Courtesy car

A car loaned to *you* by our approved repairer whilst the *insured car* is being repaired following a valid claim under Section A or Section B of this insurance.

Endorsements

A change in terms of this insurance, which replaces or alters the standard insurance wording.

Excess

An amount *you* have to pay towards the cost of a claim under this insurance. *You* have to pay this amount regardless of the circumstances leading to the claim.

Geographical limits

The United Kingdom of Great Britain & Northern Ireland, the Isle of Man and the Channel Islands.

Insured car

The *insured car* - details and registration number of which are shown in the *Policy Schedule*. Permanently fitted accessories (other than *in-car entertainment, communication and navigation equipment*) are included within this definition.

In-car entertainment, communication and navigation equipment

Permanently fitted radios, cassette, compact disc or DVD players, telephones, CB radios and visual navigation

equipment. Portable items (such as radar detection equipment, personal digital assistants or portable GPS navigators), cassette tapes, compact discs or DVDs are not included within this definition.

Market value

The value of the *insured car* at the time of loss or damage compared with one of the same make, model and condition. If the *insured car* was first registered as new in a country other than the United Kingdom any assessment of *market value* will take into account that the car has been individually imported into the United Kingdom but will not include any delivery costs incurred at the time of importation. The *market value* will be assessed by an automotive engineer in conjunction with the published trade guides at the time of loss.

Period of insurance

The period between the effective date and expiry date shown on the *Policy Schedule* and any subsequent period for which we accept renewal of the insurance.

Policy Schedule

The document which shows details of the insured policyholder and insurance protection provided and forms part of this contract of insurance.

Quotation Information Form

The form that shows the information that *you* gave us or that was given on *your* behalf at the time *you* applied for insurance. *We* have relied on the information provided on this form in entering into this contract of insurance.

Terrorism

Terrorism as defined in the *Terrorism Act 2000*.

We/Us/Our

Hyundai Insurance

You/Your

The insured policyholder named in the *Policy Schedule* or *Certificate of Motor Insurance*.

Insurance Provided – Guide to Policy Cover

The level of cover provided by this insurance is shown on *your Policy Schedule*. The sections of this Private Car Insurance Policy that apply for each level of cover are as shown below. Cover is subject to any *endorsement* shown on *your Policy Schedule*.

Comprehensive	Sections A to M of this Private Car Insurance Policy apply*
Third Party Fire and Theft	Sections B, C, J, and M of this Private Car Insurance Policy apply*
Third Party only	Sections C, J, and M of this Private Car Insurance Policy apply*

The General Exceptions and General Conditions of this Private Car Insurance Policy apply to all levels of cover.

*Section N may also apply if shown on *your Policy Schedule*.

Policy Section A:

Loss of or Damage to the Insured Car

This section only applies if the cover shown on your Policy Schedule is Comprehensive

What is covered

We will cover *you* against loss or damage to *the insured car* (less any *excess* that applies) caused accidentally or as a result of malicious damage or vandalism. Loss or damage more specifically covered under Section B of this policy is excluded.

Cover also applies under this section while *the insured car* is in the custody of a member of the motor trade for servicing or repair.

Under this section we may either:-

- pay for the damage to be repaired, or
- with *your* agreement provide a replacement car, or
- pay an amount of cash equivalent to the loss or damage.

The most we will pay will be either:-

- *the market value of the insured car* immediately before the loss, or
- the cost of repairing *the insured car*, whichever is the lower.

If *the insured car* was not first registered from new in the United Kingdom we will not pay more than the purchase price paid by *you* at the time that *you* purchased the car.

If *the insured car* is deemed to be beyond economical repair, or settlement is agreed under the 'New car cover' sub-section below, the damaged car becomes *our* property once a claim is met under the policy. *You* must send us the vehicle registration document, MOT certificate and the *Certificate of Motor Insurance for the insured car* before we are able to meet the claim.

If *the insured car* is the subject of a Hire Purchase Agreement we will pay up to the amount defined above under 'the most we will pay'. This payment will be made to the owner, whose receipt shall be a discharge of any claim under this section.

In-car entertainment, communication and navigation equipment

We will pay an amount of no greater than £300 after the deduction of any *excess* that applies in respect of any one occurrence for loss of or damage caused to permanently fitted *in-car entertainment, communication and navigation equipment*.

This £300 limit will not apply if the *in-car entertainment, communication and navigation equipment* forms part of the original vehicle specification and was fitted by the vehicle manufacturer or their authorised dealer at the time *the insured car* was first registered from new. However any claim will be subject to the deduction of any *excess* that applies.

Regardless of the terms shown above any amount payable in respect of *in-car entertainment, communication and navigation equipment* will not exceed the value of the equipment at the time of the loss or damage after making a reasonable deduction for wear and tear.

New car cover

If the *insured car* is less than one year old (calculated from the date of first registration) at the time of the incident leading to a claim under this policy, and

- suffers damage covered by the policy, and
 - the cost of repairing the car will be more than 60% of the manufacturers' last United Kingdom list price (including taxes)
- we will replace it with a new one of the same make, model and specification.

However, this new car cover only applies if:

- *you* have been the first and only registered keeper and owner of the *insured car* (or if it was pre-registered in the name of the supplying dealer or vehicle manufacturer and at the time of sale to *you* it had covered less than 100 miles), and
- a suitable replacement car is available in the United Kingdom, and
- anyone else who has an interest in the *insured car* agrees, and
- the *insured car* has covered less than 10,000 miles.

In the event that a vehicle of the same make, model and specification is unavailable we will settle the claim on the basis of the *market value of the insured car* immediately before the loss.

Once a settlement has been agreed in accordance with this new car cover, the damaged car becomes *our* property.

If *the insured car* is the subject of a Hire Purchase Agreement we will only agree settlement on the basis of this new car cover if we have the agreement of the owner of the *insured car*.

Our Repair Promise

Where we carry out the repair, we guarantee to use genuine Hyundai parts. The quality of all repairs carried out by a Hyundai 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 a Hyundai approved repairer. In these circumstances we may at our option settle the claim for repairs to the insured car by making a cash payment for the amount quoted by the Hyundai approved repairer.

If parts required for repairing the insured car are not available in the United Kingdom our liability for those parts shall not exceed the manufacturers' 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.

We will not pay the cost of any repair or replacement which improves the insured car to a better condition than it was in before the loss or damage. If this does happen you must make a contribution towards the cost of repair or replacement. You may be required to contribute to the cost of replaced items such as exhausts or tyres.

Young and Inexperienced Driver Excesses

You will be responsible for paying the following amounts while the insured car is being driven by, is in the charge of, or was last in the charge of, the categories of driver listed below:

Age or experience of person driving, in charge of, or last in charge of, the insured car	Amount of Excess
Aged 20 years and under	£300
Aged 21 to 24 years inclusive	£200
Aged 25 years and over but: <ul style="list-style-type: none"> ▪ who holds a provisional driving licence, or ▪ who holds an international driving licence, or ▪ has held a full driving licence to drive a private motor car issued either in a country within the geographical limits or a member country of the European Union but for less than one year 	£150

The Young & Inexperienced Driver Excess applicable at the time of loss or damage is determined by the age or driving experience of the person driving/in charge of the insured car at the inception date or last renewal date of the policy whichever is the later.

The amounts shown above are in addition to any other excesses which are shown on the Policy Schedule.

Protection and Recovery

If the insured car cannot be driven following an incident leading to a valid claim under this section, 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 the insured car at the time of the incident leading to the claim:

- the nearest Hyundai approved repairer, or nearest place of safety, or
- your home address or the address at which the insured car is normally kept, or
- the intended immediate destination of the insured car within the geographical limits of this policy.

We will also pay the cost of storage of the insured car incurred with our written consent.

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

If the insured car 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 the insured car before it is collected from you.

In the event of a claim being made under the policy we have the right to remove the insured car 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 the insured car to your home address after repairs have been completed following a valid claim under this section.

Policy Section B:

Loss of or Damage to the Insured Car by Fire or Theft

This section only applies if the cover shown on your Policy Schedule is either Comprehensive or Third Party Fire and Theft

What is covered

We will cover you against loss of, or damage to, the *insured car* (less any *excess* that applies) caused by fire (other than by vandalism or malicious intent), lightning, explosion, theft or attempted theft. Cover also applies under this section while the *insured car* is in the custody of a member of the motor trade for servicing or repair.

Under this section we may either:-

- pay for the damage to be repaired, or
- with your agreement provide a replacement car, or
- pay an amount of cash equivalent to the loss or damage.

The most we will pay will be either:-

- the *market value* of the *insured car* immediately before the loss, or
- the cost of repairing the *insured car*, whichever is the lower.

If the *insured car* was not first registered from new in the United Kingdom we will not pay more than the purchase price paid by you at the time that you purchased the car.

If the *insured car* is stolen and

- has not been recovered at the time of settlement, or
- is deemed to be beyond economical repair, or
- settlement is agreed under the 'New car cover' sub-section below,

the lost or damaged vehicle becomes *our* property once a claim is met under the policy. You must send us the vehicle registration document, MOT certificate and the *Certificate of Motor Insurance* for the *insured car* before we are able to meet the claim.

If the *insured car* is the subject of a Hire Purchase Agreement we will pay up to the amount defined above under 'the most we will pay'. This payment will be made to the owner, whose receipt shall be a discharge of any claim under this section.

In-car entertainment, communication and navigation equipment

We will cover you for loss of or damage caused to permanently fitted *in-car entertainment, communication or navigation equipment* caused by fire (other than by vandalism or malicious intent), lightning, explosion, theft or attempted theft. The most we will pay is in accordance with the cover provided by your policy and is detailed below:

Equipment forming part of the original vehicle specification and fitted by the vehicle manufacturer or their authorised dealer at the time the *insured car* was first registered from new:

Cover applying to your policy:	Limits Applying
Comprehensive	No monetary limit applies <i>but</i> any claim will be subject to the deduction of any <i>excess</i> that applies
Third Party Fire & Theft	Up to £300, any one occurrence after the deduction of any <i>excess</i>

Equipment not forming part of the original vehicle specification:

Cover applying to your policy:	Limits Applying
Comprehensive	Up to £300, any one occurrence after the deduction of any <i>excess</i>
Third Party Fire & Theft	Up to £300, any one occurrence after the deduction of any <i>excess</i>

Any amount payable in respect of *in-car entertainment, communication and navigation equipment* will not exceed the value of the equipment at the time of the loss or damage after making a reasonable deduction for wear and tear.

New car cover

If the *insured car* is less than one year old (calculated from the date of first registration) at the time of the incident leading to a claim under this policy, and

- is stolen and not recovered, or
- suffers damage covered by the policy and the cost of repairing the car will be more than 60% of the manufacturers' last United Kingdom list price (including taxes)

we will replace it with a new one of the same make, model and specification.

However, this new car cover only applies if:

- you have been the first and only registered keeper and owner of the *insured car* (or if it was pre-registered in the name of the supplying dealer or vehicle manufacturer and at the time of sale to you it had covered less than 100 miles), and a suitable replacement car is available in the United Kingdom, and
- anyone else who has an interest in the *insured car* agrees, and
- the *insured car* has covered less than 10,000 miles.

In the event that a vehicle of the same make, model and specification is unavailable we will settle the claim on the basis of the *market value of the insured car* immediately before the loss.

Once a settlement has been agreed in accordance with this new car cover, the lost or damaged car becomes *our* property.

If *the insured car* is the subject of a Hire Purchase Agreement we will only agree settlement on the basis of this new car cover if we have the agreement of the owner of the *insured car*.

Our Repair Promise

Where we carry out the repair, we guarantee to use genuine Hyundai parts. The quality of all repairs carried out by a Hyundai *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 a Hyundai *approved repairer*. In these circumstances we may at *our* option settle the claim for repairs to *the insured car* by making a cash payment for the amount quoted by the Hyundai *approved repairer*.

If parts required for repairing *the insured car* are not available in the United Kingdom *our* liability for those parts shall not exceed the manufacturers' 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.

Young and Inexperienced Driver Excesses

You will be responsible for paying the following amounts in respect of any claim relating to loss of or damage caused by fire (other than by vandalism or malicious intent), lightning, explosion, theft or attempted theft while the *insured car* is being driven by, or is in the charge of, or was last in the charge of, the categories of driver listed below:

Age or experience of person driving, in charge of, or last in charge of, the insured car	Amount of Excess
Aged 20 years and under	£300
Aged 21 to 24 years inclusive	£200
Aged 25 years and over but: <ul style="list-style-type: none"> ▪ who holds a provisional driving licence, or ▪ who holds an international driving licence, or ▪ has held a full driving licence to drive a private motor car issued either in a country within the <i>geographical limits</i> or a member country of the European Union but for less than one year 	£150

The Young & Inexperienced Driver *Excess* applicable at the time of loss or damage is determined by the age or driving experience of the person driving/in charge of the *insured car* at the inception date or last renewal date of the policy whichever is the later.

The amounts shown above are in addition to any other *excesses* which are shown on the *Policy Schedule*.

Protection and Recovery

If the *insured car* cannot be driven following an incident leading to a valid claim under this section, 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 the *insured car* at the time of the incident leading to the claim:

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

We will also pay the cost of storage of the *insured car* incurred with *our* written consent.

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

If the *insured car* 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 the *insured car* before it is collected from you.

In the event of a claim being made under the policy we have the right to remove the *insured car* 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 the *insured car* to your home address after repairs have been completed following a valid claim under this section.

What is not covered – Exceptions to Sections A and B

Sections A and B of *your* insurance policy do not cover the following:

- The amount of any *excess* shown in the *Policy Schedule* or in this Policy Document or both.
- Indirect losses which result from the incident that caused *you* to claim. For example, we will not pay compensation for *you* not being able to use the *insured car*.
- Wear and tear, mechanical or electrical breakdown including failure of any equipment, integrated circuit, computer chip, computer software or computer related equipment and failure or breakages of any part due to application of brakes or road shocks.
- Depreciation or loss of value following repairs.
- Loss of or damage to the *insured car* arising from the vehicle being taken by a person:
 - 1) who is not permitted to drive under the *Certificate of Motor Insurance* or is excluded by *endorsement*, and
 - 2) who is also *your* employee or a member of *your* family or household or in a close personal relationship with *you* or *your* family or household.
- Loss suffered due to any person obtaining any property by fraud or deception, for example a purchaser's cheque not being honoured by their bank.
- Loss or damage to the *insured car* where possession of it is gained by deception on the part of someone pretending to be a buyer or someone pretending to act on behalf of a buyer.
- Loss of or damage to keys, lock or ignition activators, alarm or immobiliser activators (except as insured under Section I of this insurance - Replacement Locks).
- Repairs, re-programming or replacement of any component, including locks on the *insured car*, consequent upon the loss of or damage to the car's keys, lock or ignition activators or alarm or immobiliser activators (except as insured under Section I of this insurance - Replacement Locks).
- Loss of or damage to the *insured car* and/or *in-car entertainment, communication and navigation equipment* while *you* are not in the car arising from theft or attempted theft when:
 - 1) ignition keys have been left in or on the *insured car*, or
 - 2) the *insured car* has not been secured by means of door and boot lock, or
 - 3) any window or any form of sliding or removable roof or hood have been left open or unlocked, or
 - 4) the *insured car* is fitted with a manufacturer's standard security device and the device is not operational or is not in use.
- Loss or damage caused by an inappropriate type or grade of fuel being used.
- Confiscation, requisition or destruction by or under the order of any Government or Public or Local Authority.
- Damage to tyres caused by braking, punctures, cuts or bursts.
- Loss or damage caused deliberately by *you* or by any person who is driving the *insured car* with *your* permission

Guidance Notes – Preventing Crime

- Don't give criminals an easy ride. Car crime makes up 20% of all recorded crimes in the UK.
- Most thefts can be prevented – and it's in *your* interest and ours to take some simple precautions. Most things are common sense.
- Lock *your* car and remove *your* ignition key when leaving it for even a short time e.g. at a petrol station or cashpoint.
- Vehicle thieves often steal the keys first especially if the vehicle has an immobiliser and break into houses just to access keys to steal the car. Always keep keys secure even inside *your* home (do not leave keys where a burglar can easily find them such as on a shelf or hook).
- Do not keep items such as the car registration document, service book, MOT certificate or insurance certificate in the car and never leave any valuables on view in the car. *You* should remove items such as CD players, Radios/MP3 players & portable satellite navigation equipment whenever possible.
- Use good-quality locks and security devices.
- Park in a secure place if *you* can. If *you* have a garage, use it and lock it.

Policy Section C: Liability to Other People

What is covered	What is not covered
<p>Use of the insured car</p> <p>We will cover the categories of people listed below for their legal liability for death, bodily injury or damage to property arising out of the use of the <i>insured car</i> or an attached trailer or caravan:-</p> <ul style="list-style-type: none"> ▪ <i>You</i>, and ▪ any person permitted to drive the <i>insured car</i> under the <i>Certificate of Motor Insurance</i> who is driving with <i>your</i> permission, and ▪ any passenger in the <i>insured car</i>, and ▪ any person using (but not driving) the <i>insured car</i> for social domestic and pleasure purposes with <i>your</i> permission, and ▪ the employer or business partner of any person named as a permitted driver on <i>your Certificate of Motor Insurance</i> in the event of an accident occurring while the <i>insured car</i> is being used for business by that named person as long as <i>your Certificate of Motor Insurance</i> allows business use by such person, and ▪ the legal representatives of any person who would have been covered under this section. <p>Third Party Property Damage Limit</p> <p>The most we will pay for property damage for any one claim, or series of claims arising out of any one event is £20,000,000. The most we will pay in costs for any one property damage claim or series of property damage claims arising out of any one event is £5,000,000.</p> <p>Legal Costs</p> <p>If there is an accident that is covered under this insurance we may at <i>our</i> absolute discretion consider payment in respect of the following legal costs:</p> <ul style="list-style-type: none"> ▪ solicitors fees for representing <i>you</i> at any fatal accident enquiry, Coroner's, Magistrates or similar court, and ▪ the reasonable cost of legal services to defend <i>you</i> against a charge of manslaughter or causing death by dangerous or reckless driving. <p>If we agree to pay these costs under this policy the choice and appointment of legal representation and the extent of any assistance that we provide will be entirely at <i>our</i> discretion. There will be no agreement to pay these costs unless we have confirmed this to <i>you</i> in writing.</p> <p>Driving Other Cars</p> <p>We will provide cover under this section (but only if stated in <i>your Certificate of Motor Insurance</i>) while <i>you</i> are driving with the owner's consent, any private motor car which is not owned by <i>you</i> or hired to <i>you</i> under a hire purchase agreement, provided that <i>you</i> are not covered by any other insurance and the car <i>you</i> are driving is in a roadworthy condition.</p> <p>Driving other cars cover cannot be used to obtain the release of cars which have been seized by, or on behalf of, any government or public authority.</p> <p>Additionally driving other cars cover will not operate:-</p> <ul style="list-style-type: none"> ▪ if the policy is issued in the name of a company or firm, or ▪ if the <i>insured car</i> is sold or disposed of, or declared a total loss, or ▪ if the car <i>you</i> are driving is owned by or provided by an employer or business partner, or ▪ outside the <i>geographical limits</i> of this policy ▪ if <i>you</i> or any other person named on the <i>Certificate of Motor Insurance</i> is unemployed, or if any of <i>your</i> occupations is related to the motor trade, vehicle repair, servicing, parking or working as a driver or driving instructor, or any delivery work including fast-food delivery <p>Emergency Medical Treatment</p> <p>We will pay emergency treatment charges required by the Road Traffic Acts. If this is the only payment we make, it will not affect <i>your</i> No Claim Discount.</p>	<p>Exceptions to Section C</p> <p>We shall not be liable:-</p> <ul style="list-style-type: none"> ▪ if the person claiming is otherwise insured, or ▪ for loss or damage to property belonging to or in the care of any person insured under this section or for not being able to use any such property, or ▪ for damage to the <i>insured car</i> or property in it or being conveyed in it or for not being able to use any such property, or ▪ for loss or damage to any trailer or caravan being towed by the <i>insured car</i> or for not being able to use any such trailer or caravan, or ▪ if the death of or bodily injury to any person covered under this section arises out of or in the course of his/her employment except where such liability must be covered under the Road Traffic Acts, or ▪ for death or bodily injury to any person being carried in or on any trailer or caravan, or ▪ if a person who was not driving makes a claim and he/she knew that the person driving did not hold a valid driving licence.

Policy Section D: Courtesy Car

This section applies only if the cover shown on your Policy Schedule is Comprehensive

What is covered	What is not covered
<p>If a valid claim is made under this policy, and the <i>insured car</i> is to be repaired by a Hyundai <i>approved repairer</i>, the repairer will provide you with a <i>courtesy car</i> (subject to availability) for the duration of the repairs.</p> <p>If the <i>insured car</i> is accepted by a Hyundai <i>approved repairer</i> as being a repairable proposition, but it is subsequently deemed by us to be beyond economical repair, we reserve the right to withdraw the <i>courtesy car</i> immediately.</p> <p>The <i>courtesy car</i> can only be provided subject to availability and will be supplied subject to the Hyundai <i>approved repairer's</i> standard terms and conditions, for use in the United Kingdom only. Our aim is to keep you mobile rather than the <i>courtesy car</i> being a replacement for the <i>insured car</i> in terms of status or performance. The <i>courtesy car</i> will normally be a small hatchback of less than 1200cc.</p> <p>While you are in possession of the <i>courtesy car</i>, cover for loss of or damage to the car will be provided by this policy in accordance with its terms, <i>endorsements</i> and conditions, including <i>excesses</i> for which you will be responsible. We will not make a charge for this cover.</p> <p>Any accidents or losses while you are in possession of the <i>courtesy car</i> must be reported to us immediately, and may affect your No Claim Discount.</p> <p>Driving of the <i>courtesy car</i> will be limited solely to those persons named on your <i>Certificate of Motor Insurance</i>, and the use of the car will be restricted to the use described on that certificate.</p> <p>You are not required to inform us when you are supplied with a <i>courtesy car</i> from a Hyundai <i>approved repairer</i>.</p> <p>You must return the <i>courtesy car</i> to the Hyundai <i>approved repairer</i> when we ask you to do so.</p>	<p>If the <i>insured car</i> is stolen we will not provide a courtesy car. If it is stolen and then recovered we will provide a courtesy car whilst any damage that has been caused by the theft is being repaired. If the <i>insured car</i> is stolen, contact the Police then call us on 0844 836 7381 for advice on keeping you mobile and replacement vehicle options.</p>

Policy Section E: Personal Accident

This section applies only if the cover shown on your Policy Schedule is Comprehensive

What is covered	What is not covered								
<p>We will pay the following amounts if <i>you</i>, <i>your</i> legally married spouse or civil partner accidentally receives an injury, as detailed below, which independently of any other cause and within 3 months of the accident, results in:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th></th> <th style="text-align: center;">Amount we will pay for each insured person</th> </tr> </thead> <tbody> <tr> <td>Death</td> <td style="text-align: center;">£5,000</td> </tr> <tr> <td>Complete and permanent loss of sight of one or both eyes</td> <td style="text-align: center;">£2,000</td> </tr> <tr> <td>Complete and permanent loss of one or more limbs</td> <td style="text-align: center;">£2,000</td> </tr> </tbody> </table> <p>Payment will only be made where the injury or death directly results from an accident while getting into, out of, or travelling in the <i>insured car</i> (or any other private motor car which <i>you</i> do not own).</p> <p>We will make payment to <i>you</i> or <i>your</i> legal representatives. Payment made under this section will be limited to a maximum amount of £5,000 in any annual <i>period of insurance</i> regardless of the number of persons injured or the types of injury sustained.</p>		Amount we will pay for each insured person	Death	£5,000	Complete and permanent loss of sight of one or both eyes	£2,000	Complete and permanent loss of one or more limbs	£2,000	<p>This personal accident benefit does not apply:</p> <ul style="list-style-type: none"> ▪ to policies issued in the name of a company or firm, or ▪ where death or bodily injury is caused by suicide or attempted suicide, natural disease or pre-existing physical defect, or ▪ in respect of death of or bodily injury to the driver at the time of the accident if such person was convicted for driving under the influence of drugs or alcohol at the time of the accident, or ▪ for death or bodily injury to any person in <i>the insured car</i> if such person had not complied with the law relating to the use of seat belts.
	Amount we will pay for each insured person								
Death	£5,000								
Complete and permanent loss of sight of one or both eyes	£2,000								
Complete and permanent loss of one or more limbs	£2,000								

Policy Section F: Personal Belongings

This section applies only if the cover shown on your Policy Schedule is Comprehensive

What is covered	What is not covered
<p>We will pay a total amount no greater than £250 for personal belongings while in the <i>insured car</i>, if they are lost or damaged because of any accident, fire, theft or attempted theft or by malicious means.</p>	<p>Personal belongings cover does not apply:</p> <ul style="list-style-type: none"> ▪ to policies issued in the name of a company or firm, or ▪ to money, stamps, tickets or securities, or ▪ to jewellery or furs, or ▪ to radar detection equipment, or ▪ to goods or samples, tools or equipment connected with any trade or business, or ▪ in respect of theft of property from the <i>insured car</i> if: <ol style="list-style-type: none"> i) ignition keys have been left in or on the <i>insured car</i>, or ii) the <i>insured car</i> has not been secured by means of door and boot lock, or iii) any window or any form of sliding or removable roof or hood have been left open or unlocked, or iv) the <i>insured car</i> is fitted with a manufacturer's standard security device and the device is not operational or is not in use. ▪ in respect of theft of property from an open-topped or convertible car unless the property was being kept in a locked boot or locked glove compartment, or ▪ in respect of any permanently fitted audio, navigation or telephone equipment (except as insured under Section A or Section B of this insurance).

Policy Section G: Medical Expenses

This section applies only if the cover shown on your Policy Schedule is Comprehensive

What is covered
We will pay up to £500 per person for medical expenses for anyone who is injured while they are in the <i>insured car</i> .

Policy Section H: Glass Damage

This section applies only if the cover shown on your Policy Schedule is Comprehensive

What is covered	What is not covered
<p>We will pay the cost of repair/replacement of broken glass windscreens or glass windows, without loss of no claim discount, providing the work is carried out by <i>our</i> approved Glass Helpline service.</p> <p>If an incident occurs involving the breakage of multiple items of glass we will only pay for one piece of glass under this section of the policy.</p> <p>In the event of an incident likely to give rise to a claim for damaged glass please call <i>our</i> 24 hour Glass Helpline on 0844 836 7385.</p>	<ul style="list-style-type: none"> ▪ You will be required to pay the first £80 of each claim under this section in respect of a replacement windscreen or window. Where the windscreen or window can be repaired and does not require replacement, any claim for repair will be subject to an <i>excess</i> of £25. ▪ We will not pay claims under this section of the policy if you do not use <i>our</i> approved replacement service. ▪ We will not pay claims for mechanical items associated with the window mechanisms of the <i>insured car</i> under this section. ▪ We will not pay the cost of importing parts or items of replacement glass that are not available in the United Kingdom. ▪ We will not pay claims for the repair or replacement of sunroofs, glass roofs, panoramic windscreens, lights/reflectors or folding rear windscreen assemblies under this section. ▪ Loss or damage caused deliberately by you.

Policy Section I: Replacement Locks

This section applies only if the cover shown on your Policy Schedule is Comprehensive

What is covered	What is not covered
<p>If one or more of the keys or lock transmitters or entry cards for a keyless entry system for the <i>insured car</i> is stolen we will pay an amount of no greater than £500 for any one occurrence (after the deduction of the £150 <i>excess</i> that applies to this section) towards the cost of replacing:</p> <ul style="list-style-type: none"> ▪ the door locks and/or boot or tailgate lock, and ▪ the ignition/steering lock, and ▪ the lock transmitter and/or central locking system <p>providing that it can be established that the identity or garaging address of the <i>insured car</i> is known to any person who may have <i>your</i> keys or transmitter or entry card.</p>	<p>Any claim resulting from the keys, lock transmitters or entry cards being left in or on the <i>insured car</i>.</p> <p>You will be required to pay the first £150 of each claim under this section.</p> <p>We will not pay for the cost of replacing alarms or other security devices used in connection with the <i>insured car</i> under this cover for replacement locks.</p>

Policy Section J: Foreign Use of the Insured Car

What is covered

Legal minimum insurance

While the *insured car* is in:

- any country which is a member of the European Union (EU), or
- any other country in respect of which the European Commission is satisfied has made arrangements to meet the requirements of Article 7(2) of EU Directive 72/166/CEE relating to civil liabilities arising from the use of motor vehicles this policy provides the minimum level of cover in respect of liability which is legally insurable in the country concerned.

This legal minimum insurance does not include cover for loss of or damage to the *insured car*.

Full policy cover

In addition to the legal minimum cover shown above, this policy is automatically extended to provide the cover shown in *your Policy Schedule* to any member country of the EU and also Andorra, the Channel Islands, Croatia, Gibraltar, Iceland, Liechtenstein, Monaco, Norway, San Marino and Switzerland provided that:

- the use of the *insured car* abroad is limited to the number of days' cover displayed on *your Policy Schedule* in total in any one annual *period of insurance*, and
- you or any permitted driver are normally resident within the *geographical limits* of this policy, and
- your visit abroad is for social, domestic or pleasure purposes.

A Green Card is not required for the countries listed above and no additional premium will be payable as long as the qualifying conditions are met and the period of automatic cover is not exceeded. Driving Other Cars cover does not apply while the *insured car* is being used abroad.

If the policy is extended to provide the cover shown on *your Policy Schedule* whilst abroad:

- insurance is automatically provided on the *insured car* while it is being transported (including loading and unloading) between ports in countries where you have cover, provided the *insured car* is being transported by rail or a recognised sea route of not more than 65 hours, and
- we will pay the reasonable cost of delivery of the *insured car* to you after repairs in the country in which damage was sustained, or to your home address if the damage cannot be repaired economically by the intended time of your return to the United Kingdom or if the car is stolen and recovered after your return to the United Kingdom, and
- we will pay the amount of foreign customs duty for which you are liable as a direct result of loss or damage to the *insured car* preventing its return to the United Kingdom.

If you wish to extend full policy cover outside of the countries, scope and period limitations referred to above, you must contact us to obtain our agreement to provide cover in advance of your intended trip abroad.

Any agreement by us to extend full policy cover beyond the limits above may be subject to an additional premium and policy restrictions.

The exceptions applying to sections A, B & C of this insurance also apply to this section.

Guidance Notes – Going Abroad

This section describes the cover available if you take your vehicle abroad.

Restrictions do apply as far as full policy cover is concerned so, before travelling abroad, please apply to us. The extended full insurance will then cover you in the countries for which we have agreed to provide cover and when your vehicle is travelling by rail or sea between those countries.

Take your *Certificate of Motor Insurance* as evidence of insurance.

Important: Driving Other Cars cover does not apply abroad.

If your car suffers any loss or damage that is covered by this insurance and the car is in a country where you have cover, we will refund any customs duty you pay to temporarily import your vehicle.

Although full policy cover abroad is automatically included for a limited number of days in any one annual *period of insurance* (see *Policy Schedule* for details) we may, on request, agree to extend cover up to a maximum of 90 days. A charge may apply. Please contact us for further information.

We will only consider extending this insurance to countries which are covered by the International Green Card system.

If you are involved in any accident or incident whilst abroad please call the 24 hour Claims Helpline using the international dialling code for the UK: 0044 844 836 7381.

Policy Section K: Child Seat Cover

This section applies only if the cover shown on your Policy Schedule is Comprehensive

What is covered
<p>If there is a child’s car seat or booster seat fitted in the <i>insured car</i> and the car is involved in an accident, fire, theft or attempted theft, provided there is a valid claim under Sections A or B of this policy, <i>we</i> will pay for the cost of a replacement seat of a similar model and standard even if there is no apparent damage to the original seat.</p> <p>This cover is subject to <i>you</i> being able to provide the purchase receipt for the original item.</p> <p>In the event of a claim other than for theft, the child’s car seat or booster seat should be made available to <i>us</i> for inspection.</p>

Policy Section L: Onward Transport and Overnight Accommodation

This section applies only if the cover shown on your Policy Schedule is Comprehensive

What is covered	What is not covered
<p>1. Return Home or Continuation of Journey</p> <p>If an incident occurring within the <i>geographical limits</i> and leading to a valid claim under Section A or B of this policy means that;</p> <ul style="list-style-type: none"> ▪ the <i>insured car</i> is undriveable due to damage sustained in the incident or, ▪ the <i>insured car</i> is stolen and not recovered, or ▪ owing to the time taken to deal with the incident, it is not possible for <i>you</i> or the occupants of the <i>insured car</i> to return home or to reach <i>your</i> destination within a reasonable time <p><i>we</i> will pay for public transport costs (not exceeding the cost of the standard rail fare) or the hire of a car to enable the driver and up to seven passengers in the <i>insured car</i> to reach:</p> <ul style="list-style-type: none"> ▪ <i>your</i> home, or ▪ the intended immediate destination of the <i>insured car</i> within the <i>geographical limits</i> of the policy. <p>2. Overnight Accommodation</p> <p>If an incident leading to a valid claim under Section A or B of this policy necessitates an unplanned overnight stop <i>we</i> will pay up to £100 per person in respect of overnight hotel accommodation</p> <p><i>We</i> will only make a payment where the incident occurs within the <i>geographical limits</i> of the policy, and;</p> <ul style="list-style-type: none"> ▪ if the <i>insured car</i> is undriveable due to damage sustained in the incident or, ▪ if the <i>insured car</i> is stolen and not recovered, or ▪ owing to the time taken to deal with the incident, it is not possible for <i>you</i> or the occupants of the <i>insured car</i> to return home or to reach <i>your</i> destination within a reasonable time. <p><i>You</i> must pay for the costs of alternative transport and/or accommodation yourself and supply <i>us</i> with receipts for the costs incurred to enable <i>us</i> to consider any claim under this section of the policy.</p>	<ul style="list-style-type: none"> ▪ The cost of newspapers, drinks, telephone calls and meals.

Policy Section M: No Claim Discount

As long as no claim is made under this policy during any annual *period of insurance*, we will give you a discount when you renew your insurance. The discount you will receive will be in accordance with our No Claim Discount scale applicable at the time your policy is due for renewal. However, your entitlement will be affected in the event of a claim or multiple claims being made under this policy.

Uninsured Driver Promise

If you make a claim or if a claim is made against you for an event which you may not consider to be your fault and we have to make a payment this will affect your No Claim Discount unless we can recover our outlay in full from the responsible party.

However, if you are involved in an accident with another vehicle which is not your fault and the driver of the other vehicle is subsequently found to be uninsured we will not reduce your No Claim Discount.

This uninsured driver promise will only apply if you can supply us with the registration number, make and model of the other vehicle involved in the accident. In addition, the identity of the uninsured driver must have been ascertained before the No Claim Discount can be preserved.

You should also obtain the name and address of the other driver and details of any independent witnesses wherever possible.

Other situations which will not affect your No Claim Discount

Your No Claim Discount will not be affected by a claim in the following circumstances:-

- if we make a full recovery of all payments made by us in connection with the claim, or
- if you only claim for a broken windscreen or window and use our approved replacement service, or
- if we only have to pay for an emergency treatment fee

Proof of No Claim Discount

If you decide to cancel your policy and premiums remain outstanding we will not be able to issue proof of No Claim Discount until the outstanding premiums are paid.

You cannot transfer your No Claim Discount to somebody else.

Policy Section N: Protected No Claim Discount

This section only applies if shown on your Policy Schedule and you have proved that you have an entitlement to at least four years' No Claim Discount

You will not lose any of your No Claim Discount as long as you make no more than two claims in any five year *period of insurance*. If three or more claims are made in any five year *period of insurance* we will reduce the discount you receive in accordance with Section M of this policy.

Our agreement to protect your No Claim Discount does not mean that the premium cannot be increased at renewal of your policy to reflect an adverse claims record or driving history.

General Exceptions

These general exceptions apply to the whole of the insurance

What is not covered

1. Any liability, loss or damage arising while any car covered by this insurance is being:
 - 1.1 used for a purpose which is not permitted or is excluded by the *Certificate of Motor Insurance*, or
 - 1.2 used on the Nurburgring Nordschleife or any race track, racing circuit or prepared course unless *you* have told *us* about this and *we* have agreed to provide cover, or
 - 1.3 driven by, is in the charge of or was last in the charge of anyone not permitted to drive by *your Certificate of Motor Insurance* or temporary cover note or who is excluded by *endorsement*, or
 - 1.4 driven by, is in the charge of or was last in the charge of anyone including *you* who is disqualified from driving or has never held a licence to drive a vehicle or is prevented by law from having a licence, or
 - 1.5 driven by any person who holds or last held a provisional driving licence unless that person is accompanied by a full licence holder aged 21 years or over and the accompanying full licence holder has held a full driving licence for at least 3 years, or
 - 1.6 driven by, is in the charge of or was last in the charge of any person who does not meet the terms or conditions of his/her driving licence, or
 - 1.7 used in an unsafe condition or while carrying an insecure load or while carrying a number of passengers that is likely to affect the safe driving of the vehicle, or
 - 1.8 driven by *you* or any person insured to drive, should it be proved to *our* satisfaction that the driver was under the influence of alcohol or drugs at the time of such loss or damage occurring. A conviction under the relevant law (including a conviction for failing to supply a specimen of breath, blood or urine) shall be deemed to be conclusive evidence that the driver at the time of the loss or damage was under the influence of alcohol or drugs.

General Exception 1 will not apply:

- if the *insured car* has been stolen or taken away without *your* permission, or
 - if the *insured car* is in custody of a garage for repair or servicing, or
 - under General Exception 1.1 only, while the *insured car* is being used for car sharing purposes as defined in General Condition 9 of this policy.
2. Any liability loss or damage that occurs outside of the *geographical limits* of this policy unless extended under the terms of Section J Foreign Use (apart from the minimum cover required by law).
 Additionally *we* will not make any payments in respect of any proceedings brought against *you* or judgement passed in any court outside of the *geographical limits*, unless the proceedings or judgement arise out of *your* vehicle being used in a foreign country which *we* have agreed to extend this insurance to cover and the proceedings or judgement are brought in such country.
 3. Any liability *you* have accepted under an agreement or contract unless *you* would have had that liability anyway.
 4. Any legal liability of whatsoever nature directly or indirectly caused by or contributed to or arising from:
 - ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, or
 - the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component.
 5. Any consequence of war invasion or act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
 6. Death, bodily injury, loss, damage and/or liability arising during (unless *you* prove that it was not occasioned thereby) or in consequence of:
 - earthquake
 - riot or civil commotion occurring elsewhere than in Great Britain, the Isle of Man or the Channel Islands.
 7. Liability in respect of:
 - accident, loss or damage to any aircraft, or
 - death or bodily injury arising in connection with accident loss or damage to any aircraft, or
 - any other loss indirectly caused by such accident loss or damage to any aircraft
 incurred caused or sustained while any vehicle covered by this insurance is in or on any airport or airfield.
 8. Liability, loss or damage resulting from pollution or contamination however caused, other than as required by the law of any country in which *we* have agreed to provide cover under this policy.
 9. Any liability loss or damage caused by acts of *terrorism* apart from the minimum level of cover *we* must provide by law.

General Conditions

These general conditions apply to the whole of the insurance

1. Payment of Premium, Keeping to the Policy Terms & Duty of Disclosure

We will only provide the cover described in this insurance policy if:-

- you have paid or agreed to pay the premium for the current *period of insurance*, and
- you or any person claiming protection has kept to all of the terms and conditions of this policy (including those applied by *endorsement*) as far as they can apply, and
- the information you gave on your *Quotation Information Form* is, to the best of your knowledge and belief, correct and complete.

Your premium is based on information you supplied at the start of the insurance, subsequent alteration or renewal. You must tell us immediately of any change to that information, some examples are any changes to the *insured car* which improve its value, attractiveness to thieves, performance or handling, any change of car, change of occupation (including part-time), change of address (including where car is kept), change of drivers, if you or any drivers pass your driving test, sustain a motoring or non-motoring conviction or there is a change of main driver.

If your premium has been calculated on a limited annual mileage basis we will seek evidence at the time of a claim to prove that your estimated annual mileage has not been exceeded. If you fail to supply appropriate evidence or evidence is provided by you which shows that the estimated annual mileage has been exceeded you will be required to pay the additional amount of excess shown on the *endorsement* applying to your policy.

If you or anyone acting on your behalf knowingly commit a fraudulent act or submit a fraudulent document or make a fraudulent statement or exaggerate your claim, we will not pay the claim and cover under this insurance will cease immediately. You will not be entitled to any refund of premium.

2. Looking After Your Car

You or any permitted drivers are required to maintain the *insured car* in a roadworthy condition. You or any person in charge of the *insured car* are required to take all reasonable care to safeguard it and its contents from loss or damage, for example the car should not be left unlocked.

We shall at all times be allowed free access to examine the *insured car*.

3. Having an MOT Certificate

There must be a valid Department for Transport test certificate (MOT) in force for the *insured car* if one is needed by law. In the absence of a valid Department for Transport test certificate (MOT) all cover under sections A and B of this insurance is cancelled and of no effect.

4. Accidents or Losses

In the event of an accident or incident likely to give rise to a claim which is covered under the policy, you must as soon as possible telephone our **24 hour Claims and Accident Helpline on 0844 836 7381**. Please also refer to 'How to Make a Claim – If you have an Accident' for further guidance.

If the loss or damage is covered under the policy, the claims handler will make arrangements to remove the *insured car* to the nearest Hyundai approved repairer, repairer, or place of safety, and safeguard the *insured car* and its contents.

We will not pay for further damage to the *insured car* if you drive it or attempt to drive it in a damaged condition.

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

We have the right to remove the *insured car* at any time to keep claims costs to a minimum. If the *insured car* is damaged beyond economical repair we will arrange for it to be stored safely at premises of our choosing.

If we ask to examine driving licences and vehicle documentation before agreeing to settle a claim under this policy you must supply this documentation before we can proceed with the settlement.

Any indication of a claim against you must be notified to us as soon as possible. Any writ or notification of civil or criminal proceedings should be sent to us by recorded delivery immediately.

We shall be entitled to take over and conduct the defence or settlement of any claim or prosecute any claim in the name of any person covered by this insurance.

5. Claims Procedures

No admission of liability, payment, or promise of payment shall be made or given by you or any person on your behalf. No proceedings may be commenced against, or settlement accepted from, any other party without our written consent.

We shall have discretion in the conduct of any proceedings or in the settlement of any claim.

You must give us whatever co-operation, information and assistance we require in dealing with any claim under this policy.

If there is any other insurance in force which covers the same loss, damage or liability as this insurance, we will only pay our proportionate share of the claim.

6. Cancellation

Cancelling the policy within the reflection period:

This insurance provides *you* with a reflection period to decide whether *you* wish to continue with the full policy. The reflection period is for 14 days from the date *you* receive *your* policy documentation.

If a period of less than 14 days has elapsed since *you* received *your* policy documentation, and *you* have not made a total loss claim, *you* have the right to cancel the policy and receive a refund of premium. *You* must return *your Certificate of Motor Insurance* or provide *us* with an electronic declaration of surrender in accordance with Section 147 of the Road Traffic Act 1988 before *we* can proceed with the cancellation.

- If at the date of cancellation *your* policy has not yet commenced *you* will receive a full refund from *us*; or
- If *your* policy has already commenced, *you* will receive a full refund from *us*, less a pro rata charge for the period of cover provided. An administration charge which will be no less than £25 will also apply.

Cancelling the policy after the reflection period:

Cancellation by Us

We can cancel this policy by giving *you* 7 days notice in writing to *your* last address notified to *us*. *You* must return *your* current *Certificate of Motor Insurance* to *us* or provide *us* with an electronic declaration of surrender within 7 days to comply with Section 147 of the Road Traffic Act 1988. When *we* have received the *Certificate of Motor Insurance* or the electronic declaration of surrender *we* will refund the premium relating to the remaining *period of insurance* on a pro rata basis.

Non-payment of premium

When cancellation follows *your* failure to pay the full premium, the amount of money to be returned to *you* will be calculated taking into account *our* short-period scale of charges. There will be no refund of premium allowable if there has been a loss or incident likely to give rise to a claim during the current *period of insurance*. *We* may at *our* discretion reduce any claims payment by the amount of outstanding or overdue premiums that *you* owe *us*.

Cancellation by You

You can cancel this policy by giving *us* 7 days' notice in writing and either returning *your Certificate of Motor Insurance* or providing *us* with an electronic declaration of surrender in accordance with Section 147 of the Road Traffic Act 1988. Providing there have been no claims in the current *period of insurance* *we* will refund the premium relating to the number of months remaining during the current *period of insurance* from the date of receipt of *your Certificate of Motor Insurance* or electronic declaration of surrender taking into account *our* short-period scale of charges.

Short-period scale of charges

The following scale of charges will be used to calculate any refund of premium due to *you* following *your* non-payment of the full premium or following a decision by *you* to cancel this policy:

Length of time cover in force	Up to 1 month	Up to 2 months	Up to 3 months	Up to 4 months	Up to 5 months	Up to 6 months	Up to 7 months	Up to 8 months	Over 8 months
Percentage of premium payable	25%	40%	50%	65%	70%	75%	90%	90%	100%

7. Total Losses

If, as a result of a claim, the *insured car* is determined to be a total loss this policy will cease without refund of premium unless *you* change *your* vehicle to another that would normally be acceptable to *us*. In the event of the policy ceasing due to the *insured car* being a total loss, or the new vehicle being unacceptable *us*, all outstanding or overdue premiums must be paid. *We* may at *our* discretion reduce the claims payment by the amount of outstanding or overdue premiums that *you* owe *us*.

Guidance Notes – Policy Cancellation

Please note that any refund from *us* whether during or after the reflection period may be subject to a further cancellation charge levied by *us*. Any charges levied by *us* will be in accordance with the terms and conditions agreed between *you* and *us* at the time *you* arranged this insurance.

In all circumstances the *Certificate of Motor Insurance* or an electronic declaration of surrender must be submitted to *us* when a policy is cancelled. Failure to return the *Certificate of Motor Insurance* or forward an electronic declaration of surrender is an offence under the Road Traffic Act and a prosecution may result.

The policy can only be cancelled from the date the *Certificate of Motor Insurance* or electronic declaration of surrender is received by *us*.

8. Right of Recovery

If under the laws of any country in which this insurance applies or if under any market agreements in any country in which this insurance applies we have to make payments, which but for those laws or agreements would not be covered by this policy, you must repay the amounts to *us*.

Any payment *we* make under this condition will prejudice *your* No Claim Discount and will also mean that there will be no entitlement to a return of premium if the policy is cancelled or declared void.

9. Car Sharing

This policy allows *you* to carry passengers for social or similar purposes and *your* receipt of a mileage allowance or a payment by a passenger towards the cost of fuel will not invalidate cover as long as:

- *you* do not make a profit from the car sharing arrangement, and
- *your* car is not adapted to carry more than eight people (including the driver) and
- *you* are not carrying passengers as customers of a passenger-carrying business.

Endorsements

This endorsement does not apply to your insurance unless shown on your Policy Schedule for the current period of insurance

Endorsement 01: Tracker/Trakbak

We will only be liable for claims arising under Section B – Loss or Damage to the *Insured Car* by Fire or Theft when a Tracker device has been fitted to the *insured car* in accordance with the manufacturer's instructions and is in active operation at all times the *insured car* is left unattended.

Proof of fitment of the device to *your* car will be required before *we* will consider any claim under Section B – Loss or Damage to the *Insured Car* by Fire or Theft.

Motor Legal Protection Insurance Policy (optional)

Underwritten by Markerstudy Insurance Company Limited

This separate policy only applies if shown on your Policy Schedule

Definitions

Each of the words or phrases listed below will have the same meaning wherever they appear in *italics* in this policy:-

Claims Handlers

D B Legal Ltd, Chester House, Harlands Road, Haywards Heath, West Sussex, RH16 1LR.

Defendant

The person, company or partnership that the *insured person* alleges is responsible for the *insured Incident*.

Insurance Intermediary

The intermediary acting on *your* behalf as *your* agent who arranged the *underlying policy of motor insurance* taken out by *you*.

Insured, You, Your

The person to whom this insurance has been issued and who has paid or promised to pay the premium.

Insured Incident

Any road traffic accident (excluding claims for theft or fire) which results in damage to the *Insured Vehicle* or damage to any personal property owned by an *insured person* whilst in or on the *insured vehicle* or any injury to or death of an *insured person* whilst in or on mounting onto or dismounting from the *insured vehicle*.

Insured Person

The *insured*, any authorised driver included to drive under the terms and conditions of the *underlying policy of motor insurance* or a passenger carried in the *insured vehicle*.

Insured Vehicle

The motorcar, motorcycle or commercial vehicle specified in the *underlying policy of motor insurance* taken out by *you* and any replacement vehicle *we* arrange for *you* whilst the *insured vehicle* is being repaired after *you* have claimed under this *policy*. Any other vehicle which the certificate of motor insurance issued in connection with the *underlying policy of motor insurance* allows *you* to use in the United Kingdom. Any trailer owned by *you* whether attached to or detached from the *insured vehicle*.

Legal Costs and Expenses

Reasonable legal fees and other expenses charged to *you* by the *solicitor* (with *our* prior agreement) for any *legal proceedings*. Also costs which a civil court has ordered *you* to pay or to which *we* have agreed.

Legal Proceedings

Civil proceedings arising out of a road traffic accident.

Limit of Indemnity

The maximum sum that the *underwriters* will pay in aggregate in respect of all *legal costs and expenses* incurred by the *solicitor* or the *defendant* in relation to the prosecution of a claim which is covered by this insurance. Subject always to a maximum indemnity of £50,000.

Period of Insurance

The period commencing from when the *insured* pays or promises to pay the premium to the *insurance intermediary*, to the expiry date of the *underlying policy of motor insurance* in force in respect of the *Insured Vehicle* which in no circumstances will exceed 12 months.

Prospects of Success

Reasonable prospects considered as a 51% or better chance of success.

Solicitor

The appropriately qualified lawyer, legal representative or specialist consultant appointed by *us* or the *underwriters* to act on behalf of the *insured person*.

Territorial Limits

The United Kingdom, the Channel Islands, the Isle of Man and provided that the Insured has complied with the requirements for extending full policy cover abroad under the *underlying policy of motor insurance*, any member country of the EU, Andorra, Croatia, Gibraltar, Iceland, Liechtenstein, Monaco, Norway, San Marino and Switzerland.

Underlying Policy of Motor Insurance

The separate motor insurance policy in *your* name covering the *insured vehicle*. Cover is only effective under this legal expenses insurance policy whilst the *underlying policy of motor insurance* remains in force.

Underwriters

Markerstudy Insurance Company Limited.

Uninsured Losses

Expenses or compensation claims (or both) which are not covered by *your underlying policy of motor insurance* but for which *you* have a claim at law against the responsible party.

We, Us, Our

The authorised *claims handlers* for this insurance acting on behalf of the *underwriters*.

What is covered	What is not covered – General Exceptions
<p>In the event that <i>you</i> make a claim under <i>your underlying policy of motor insurance</i> in respect of an <i>insured incident</i> in which an <i>insured person</i> is involved, we will try to recover <i>your uninsured losses</i> (including <i>legal costs and expenses</i> to claim those losses) provided we and the appointed <i>solicitor</i> are of the view that the <i>prospects of success</i> are sufficiently strong to justify pursuing <i>your claim for uninsured losses</i> against a <i>defendant</i>.</p> <p>If we have paid for any <i>legal costs and expenses</i> and <i>you</i> are later awarded repayment of costs in any claim, we will be entitled to reimbursement of those costs.</p> <p>We will appoint the <i>solicitor</i> in accordance with <i>our</i> standard terms of appointment to act in <i>your</i> name and for <i>your</i> benefit.</p> <p>The most we will pay for <i>legal costs and expenses</i> for all claims that arise from the same <i>insured incident</i> is the <i>limit of indemnity</i> applying to this policy.</p> <p>Cover under this insurance is subject to:</p> <ol style="list-style-type: none"> <i>You</i> having paid or promised to pay the premium. The <i>insured incident</i> having taken place within the <i>territorial limits</i> and within the <i>period of insurance</i>. <i>You</i> having complied with all of the terms and conditions of this policy. 	<p>We do not cover the following:</p> <ol style="list-style-type: none"> Any claim if <i>you</i> tell us about the <i>insured incident</i> more than 30 days after it happened. Any claim if the <i>insured incident</i> happened before cover under this policy started. Any <i>legal costs and expenses</i> incurred by <i>you</i> before we agree to appoint a <i>solicitor</i> to act for <i>you</i> and/or the <i>insured person</i>. Any <i>legal costs and expenses</i> charged as a result of <i>your</i> conduct and/or that of an <i>insured person</i> which may reasonably be considered to hinder the claim. Any <i>legal costs and expenses</i> if <i>you</i> and/or the <i>insured person</i> withdraw from the <i>legal proceedings</i> without our agreement. In these circumstances we will be entitled to a refund of any money we have paid. Any expenses for an expert witness, unless we have given written approval. Any <i>uninsured losses</i> or <i>legal costs and expenses</i> which <i>you</i> can claim under another insurance policy or which <i>you</i> could have claimed if <i>you</i> had kept to the terms of that <i>policy</i>. Any claim arising from a deliberate or malicious act. Any claim for any <i>legal costs and expenses</i> relating to any other person or organisation bringing a claim or counterclaim against <i>you</i>. <i>Legal costs and expenses</i> <i>you</i> can recover from any other person. <i>Legal costs and expenses</i> if the claim will be decided in a court outside of the <i>territorial limits</i> of this policy. Any claims arising out of any deliberate criminal act or omission or fines and penalties imposed by a criminal court. Any claims where the <i>defendant</i> cannot be traced or does not hold valid motor insurance. Any claims made or <i>legal proceedings</i> between the <i>insured</i> and <i>insured persons</i>. Any claim relating to motor prosecution defence. <i>Legal costs and expenses</i> arising from disputes between <i>you</i> or the <i>insured person</i> and <i>us</i>. <i>Legal costs and expenses</i> arising from disputes between <i>you</i> or the <i>insured person</i> and the <i>underwriters</i>. Any claim arising out of a contract <i>you</i> and/or the <i>insured person</i> has with another person or organisation. Any VAT <i>you</i> and/or the <i>insured person</i> can recover from elsewhere. Any claim where <i>you</i> do not have a valid <i>underlying policy of motor insurance</i> or where the <i>insured incident</i> is not covered by <i>your underlying policy of motor insurance</i>. Any claim where the <i>insured vehicle</i> does not have a valid MOT certificate or <i>you</i> or the person driving the <i>insured vehicle</i> does not have a valid driving licence. Any claims resulting from the use of the <i>insured vehicle</i> for motor racing rallies speed trials or competitions of any kind.

General Conditions

1. Control of claims

We and *your solicitor* will have control of any claim. *You* and/or an *insured person* must:

- keep us informed of any developments relating to any claim as soon as possible after *you* and/or the *insured person* finds out about them, and
- follow *our* and *your solicitor's* advice, and
- not start, defend, stop or withdraw from *legal proceedings* without *our* agreement, and
- give us and *your solicitor* information and instructions as requested.

We will have direct access to *your solicitor* at all times. We have the right to see any information, documents or evidence that is in *your* possession or is in the possession of an *insured person* or *your solicitor*.

If in any *legal proceedings* the claim is not successful and *you* and/or the *insured person* want to appeal, *you* must write and tell us and *your solicitor* no later than 14 days before the time for making an appeal ends or as soon as possible if the time period during which *you* may make an appeal is 14 days or less. We will cover *your* and/or the *insured person's* legal expenses for the appeal if we and *your solicitor* agree that there are reasonable *prospects of success* in pursuing the appeal.

We and/or the *underwriters* can take over conduct of any claim at any time in the name of the *insured person*.

We and the *underwriters* can issue *legal proceedings* for the *underwriters'* benefit in the name of the *insured person* to recover any payments we have made under this insurance.

2. Claims Procedures

You and/or the *Insured Person* must:

- a) report all claims to us as soon as is reasonably possible but at the very latest within 30 days of the happening of an *insured incident*, and
- b) take all reasonable steps to minimize the amount of any claim to be pursued against the *defendant*, and
- c) cooperate with us at all times, supply us with any information we require and forward to us unanswered all communications received in connection with an *insured incident*, and
- d) cooperate fully with us to assist us in recovering *legal costs and expenses* that we have had to pay on your behalf and that have been reasonably incurred in connection with the pursuit of the claim.

Please see the contact details in the 'Reporting a Claim' section of this Motor Legal Protection Insurance Policy.

3. Reasonable Prospects of Success

We will try to recover your and/or the *insured person's uninsured losses* or pay your and/or the *insured person's legal costs and expenses* provided we and your *solicitor* are of the view that it is more likely than not that the claim or the *legal proceedings* will mean you and/or the *insured person* will receive money by way of compensation.

If at any time we or your *solicitor* think that the claim or the *legal proceedings* do not have reasonable *prospects of success* we will confirm this in writing to you and/or the *insured person*. We will tell you and/or the *insured person* that we will not take any more action or pay any more *legal expenses*, without our written agreement, from 28 days after you and/or the *insured person* receives the notice. In this event you and/or the *insured person* have a right to continue the claim or *legal proceedings* but this will be at your own/the *insured person's* expense.

4. Representation

When you and/or the *insured person* has told us about a claim we may investigate the claim and attempt to achieve a fair settlement, using a *solicitor* if we think it is necessary.

If we think that it is necessary to use a *solicitor* his/her appointment will be in accordance with our standard terms and conditions. The *solicitor* will act in your name and/or the name of the *insured person* for the benefit of you and/or the *insured person*.

Alternatively, you and/or the *insured person* may nominate a *solicitor* of your own choice, however such *solicitor* must submit full details of his/her experience and expertise and must agree to work in accordance with our standard terms and conditions for *solicitors*. In the event that we cannot agree such nomination we, you and/or the *insured person* will have the right to refer the matter for arbitration as set out in condition 9 of this insurance.

We will not be responsible for any *legal costs and expenses* if you appoint a *solicitor* without our agreement.

We may at our option attempt to settle the claim without the appointment of a *solicitor* or the issue of *legal proceedings*.

5. Legal costs and expenses

The amount of *legal costs and expenses* we will pay will be assessed under the same principles as applied by the courts when assessing costs to be paid by one person to another on the standard basis. These are defined in England and Wales under Order 62 of the Rules of the Supreme Court (from time to time), under Order 38 of the County Courts Act 1984 and under the Civil Procedures Rules 1998.

The *insured person* or his/her *solicitor* must send all accounts for *legal costs and expenses* to us as soon as possible after they are received. We may ask the *insured person's solicitor* to have the *legal costs and expenses* assessed (detailed or summary), taxed or audited. The *legal costs and expenses* that we will pay will not be affected by any agreement, or promise made by the *insured person* to any *solicitor* or other person unless we have approved it in writing.

6. Settlement offers

You and/or the *insured person* must not accept any offer of payment or enter into settlement negotiations without our express agreement.

You and/or the *insured person* must tell us as soon as possible of any offer to settle the claim (this includes any payment into court). You and/or an *insured person* or your/his/her *solicitor* must not accept or make any offer to settle the claim if this would mean we have to pay *legal costs and expenses*, unless you and/or the *insured person* has our agreement. We will not withhold our agreement unreasonably.

If we or your *solicitor* are of the view that any offer to settle the claim should be accepted, but you and/or the *insured person* do not accept such offer and the amount of the offer is equal to or greater than the total damages which you and/or the *insured person* is eventually awarded, we will not pay for any further *legal expenses* from the date of the offer.

7. Options to pay

We may decide to pay your and/or the *insured person's* claim for compensation instead of continuing to pursue the claim against the *defendant* or to pursue *legal proceedings*.

8. Conflict of interest

If at any time during the course of the claim, we become aware of any possible conflict of interest, we will tell you and/or the *insured person* about it in writing and give you and/or the *insured person* the right to choose an alternative *solicitor*.

9. Arbitration

You and/or an insured person have the right to refer any disagreement you, he or she has with us to arbitration. We also have the same right. The arbitrator will be a solicitor or barrister we and the insured person agree on. If we and the insured person cannot agree, the President of a suitable lawyers' organisation will be asked to choose one. Whoever loses the arbitration will pay all the costs and expenses of the arbitration. If the arbitrator decides in our favour, the insured person cannot recover the costs of the arbitration under this section. We will write to the insured person telling him/her of this right if we disagree about anything. The insured person must write and tell us if he/she wants to take up this option. Using the arbitration procedure does not prevent the insured person from referring the matter to the Financial Ombudsman Service or the right to appeal against the arbitrator's decision in a court of law.

10. Cancellation

This insurance provides *you* with a 'reflection period' to enable *you* to decide whether *you* wish to continue with the full policy. The reflection period is for 14 days from the date that *you* receive *your* policy documentation. If a period of less than 14 days has elapsed since *you* received *your* policy documentation and *you* have not made a claim *you* have the right to cancel the policy and receive a full refund of premium. *You* must write to *your insurance intermediary* within the 14 day period before the *underwriters* can proceed with the cancellation on this basis.

You may cancel this *policy* at any time by writing to *your insurance intermediary*. Outside of the 14 day 'reflection period' there will be no refund of premium allowable if *you* cancel *your* insurance.

We may cancel this *policy* if *we* send *you* a letter giving *you* 7 days' notice, to *your* last known address. *We* will then refund the appropriate proportion of the premium.

11. Your obligations

- a) *You and/or all insured persons* must adhere to the terms and conditions of this insurance at all times.
- b) If *you and/or any insured person* make any claim under this policy which is fraudulent or false or misleading or where there is collusion between *you and/or the insured person* and the *defendant* or any witnesses this policy shall be declared void.

Reporting a Claim

If *you* wish to make a claim under this Motor Legal Protection Insurance Policy, *you* should contact 0844 836 7381.

Complaints Procedure

If *you* have any complaint about *your* Motor Legal Protection policy *you* should in the first instance contact:

The Customer Relations Officer
Hyundai Insurance
Batchworth House
Church Street
Rickmansworth
Herts
WD3 1JE
Tel: 0844 836 7380

We are committed to dealing with customer complaints in a fair and prompt way. Complaints can be made verbally or in writing. It is *our* experience that most complaints can be resolved by speaking to the staff directly responsible for *your* claim.

Alternatively *you* can write to the *underwriter's* dedicated complaints team at the offices of their service providers in the UK:

Complaints Handling
Markerstudy Limited
PO Box 420
Tunbridge Wells
Kent
TN2 9LT

The service providers will contact *you* within five days of receiving *your* complaint to tell *you* what action is being taken. They will try to resolve the problem and give *you* an answer within four weeks. If it will take longer than four weeks then *you* will be told when *you* can expect an answer.

If *you* are still not satisfied *you* can contact the Financial Ombudsman Service:

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

Whilst *we* are bound by the decision of the Financial Ombudsman Service *you* are not.

Following the complaints procedure does not affect *your* right to take legal action.

Data Protection and Sharing Information with Other Organisations

Data Protection

We (Hyundai Insurance) are governed by the Data Protection legislation applicable in both the United Kingdom and Gibraltar. Under this legislation we are required to tell you the following information. It explains how we may use your details and tells you about the systems we have in place that allow us to detect and prevent fraudulent applications and claims. The savings that we make help us to keep premiums and products competitive.

Insurance Administration

Information you supply may be used for the purposes of insurance administration by us. In assessing any claims made, we may undertake checks against publicly available information such as electoral roll, county court judgement, bankruptcy or repossessions. Information may also be shared with other insurers either directly or via those acting for us such as loss adjusters or investigators.

Information on Products and Services

We may use the details you have provided to send you information about our other products and services or to carry out research. We may contact you by letter, telephone or e-mail. Please be reassured that we won't make your personal details available to any companies outside of Hyundai Insurance, Hyundai Motor UK Limited or the Markerstudy Group to use for their own marketing purposes. If you would prefer not to receive information from us or those companies who participate in research on our behalf, simply write to the Compliance Officer, Hyundai Insurance, Batchworth House, Church Street, Rickmansworth, Hertfordshire WD3 1JE or telephone 0844 836 7380.

Motor Insurance Database

Your policy details may be added to the Motor Insurance Database (MID), run 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 DVLNI, the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including:

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

If you are involved in an accident (in the UK or abroad), 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 details are shown on the MID at www.askmid.com

Fraud Prevention, Detection and Claims History

In order to prevent and detect fraud we may at any time share information about you with other organisations and public bodies including the Police. We may check and/or file your details with fraud prevention agencies and databases, and if you give us false or inaccurate information and we suspect fraud, we will record this.

We and other organisations may also search these agencies and databases to:

- Help make decisions about the provision and administration of insurance, credit and related services for you and members of your household;
- Trace debtors or beneficiaries, recover debt, prevent fraud and to manage your accounts or insurance policies;
- Check your identity to prevent money laundering, unless you furnish us with other satisfactory proof of identity;

In addition we may undertake credit searches and conduct additional fraud searches.

Claims History

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 to check information provided and also to prevent fraudulent claims. Under the conditions of your policy you must tell us about any insurance related incidents (such as fire, water damage, theft or an accident) whether or not they give rise to a claim. When you tell us about an incident we will pass information relating to it to these databases. We may search these databases when you apply for insurance, in the event of any incident or claim, or at time of renewal to validate your claims history or that of any other person or property likely to be involved in the policy or claim.

Other Insurers

We may pass information about you and this policy to other insurance companies with which we either reinsure our business or who are dealing with a claim made under this policy. In addition, information may be passed to other insurance related organisations in common with industry practice. These companies may be located in countries outside the UK but within the European Economic Area ("EEA"). We may also share data with other group companies who may be located outside of the EEA.

Sensitive Data

In order to assess the terms of the insurance contract or administer claims which arise, we will need to collect data which the Data Protection Act defines as sensitive such as medical history or criminal convictions. We will not use this data except for the specific purpose for which you provide it and to provide the services described in your policy booklet.

On payment of a small fee you are entitled to receive a copy of the information we hold about you. If you have any questions, or you would like to find out more about this notice you can write to: The Compliance Officer, Hyundai Insurance, Batchworth House, Church Street, Rickmansworth, Hertfordshire WD3 1JE or telephone 0844 836 7380.