

# RAC Black Box Car Insurance Older driver policy wording

## Your agreements with us

- Your insurance policy
- Your telematics terms and conditions
- Your policy administration

# Welcome to your policy

Thanks for choosing **us** – **we're** glad to have **you**.

**Your policy** wording is where **you'll** find information about what's covered by **your** insurance, how to make a claim and how to get in touch if **you** need anything. As **you** know, this insurance works with a telematics **device**. **You** get it through the post and install it easily **yourself**.

The **device** collects data and sends feedback to **your** RAC Black Box app, so it's really important **you** set up both. **We'll** always let **you** know if **you** need to do anything.

## About your insurance

**Your** customer service and telematics **device** are provided by Ticker. **We** arrange and manage **your** insurance.

## If you have a crash

**Your** app has a button on the dashboard that says 'Make a claim'. This will put **you** straight through to **our** claims team (at **our** claims partner Carpenters), so **you** don't have to search for the number.

If **you** need the number to report an incident or make a claim, it's **0330 175 2580**. **We'll** help **you** with that 24 hours a day, 365 days a year.

**You** can also send an email about **your** claim at [ractickerclaims@carpentersgroup.co.uk](mailto:ractickerclaims@carpentersgroup.co.uk) or post something to: Ticker Claims, C/O Carpenters Insurance Services Limited, Priory House, Monks Ferry, Birkenhead, Merseyside, CH41 5LH.

## Need some help?

- **You'll** find all **your** insurance documents in **your** app
- **You** can find lots of FAQs by starting a chat in the app
- **You** can chat to **us** in the app for help with **your policy**
- **You** can also send **us** an email at [help@rac.ticker.co.uk](mailto:help@rac.ticker.co.uk)

## Finding your way around your policy wording:

This document covers **your** insurance **policy** and two separate agreements: one for **you** to use the telematics **device** and one for **us** to administer **your** insurance **policy**.

Throughout **your policy** wording, there are certain words in bold. **You** can find definitions for these words on the [Definitions page](#) of the **Your insurance policy** section.

## Your Ticker policy is underwritten by Accredited Insurance (Europe) Limited – UK Branch

Ticker is an agent of AIEL and the product is sold by Ticker. **You** have not had a personal recommendation to buy this **policy**.

RAC Black Box Insurance is arranged and administered by Ticker, which is a trading name of Ticker Limited, who are an appointed representative of Davies MGA Services Limited, a company authorised and regulated by the Financial Conduct Authority under firm reference number 597301 to carry on insurance distribution activities. Ticker Limited is registered in England and Wales company number 11068409. Registered office at The Wool Barn, Peper Harow Park, Godalming, England, GU8 6BQ.

### Accredited Insurance (Europe) Limited – UK Branch

Authorised and regulated by the Malta Financial Services Authority. Authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of **our** regulation by the Prudential Regulation Authority are available from **us** on request.

Accredited Insurance (Europe) Limited – UK Branch (UK Establishment Number: BR021362; FRN:608422) is the UK Branch of Accredited Insurance (Europe) Limited which is incorporated in Malta (Company number: C59505) with limited liability and with its Registered Office and principal place of business at Development House, St Anne Street, Floriana, FRN 9010 Malta.

Accredited Insurance (Europe) Limited – UK Branch has a place of registration and principal place of business at 71 Fenchurch Street, London, EC3M 4BS. UK Companies House registered no. BR021362.

A handwritten signature in black ink, appearing to read 'C. Johnson', with a large, stylized flourish at the end.

**Colin Johnson – Director**

Accredited Insurance (Europe) Limited – UK Branch

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# Keeping your policy up to date

The first thing to do once **you've** downloaded the RAC Black Box app is check **your policy** documents. Any wrong details can invalidate **your policy**, so it's important **you** read everything.

**Your policy** and the cost of **your** insurance are based on the information **you've** given **us**. It's very important **you** keep this up-to-date.

**We** have to agree to provide cover for any changes **you** want to make to **your** insurance. Some changes might not be possible or mean **us** setting different terms, extra costs or **fees**. A change could cost more than **you** expected so if **you** do want to make a change, get in touch to chat about it before making a decision.

## You must tell us immediately if:

- **You** or (anyone else on **your policy**) are involved in an incident, no matter how minor, whose fault it was or whether **you'd** like to claim
- **You** change **your** address
- **You** (or a named driver) change **your** job
- **You** (or a named driver) pass **your** driving test and move from a provisional to a full driving licence
- **Your** (or a named driver's) licence is revoked, temporarily or permanently
- **You** will exceed **your** declared mileage limit
- The status of **your** (or a named driver's) licence changes in any other way

## Please let us know about any of these before they happen:

- **You** want to change the **car** on **your policy**
- **You** want to change what **you** use **your car** for
- **You** want to add other drivers
- **You** want to alter or modify **your car** from the manufacturer's standard spec. This includes but is not limited to:
  - Changes to the bodywork
  - Changes to suspension or brakes
  - Cosmetic changes like alloy wheels
  - Anything affecting performance, like changes to the engine management or exhaust systems
  - Changes to the audio/entertainment system

Modifications: **you** must tell **us** about any changes **you** want to make to **your car**. Not letting **us** know could mean **us** cancelling **your policy** from its start date, adding to **your premium** or rejecting / not paying a claim in full.

**Your policy** doesn't cover any non-standard parts (modifications). If **you** make a claim for loss or damage to **your car**, **we'll** only pay for replacing original parts in the manufacturer spec.

Make sure **you** get in touch to talk about any update **you** need to make to **your** insurance, other than things **you** can handle **yourself** in the RAC Black Box app. It's always best to chat to **us** in the app to check.

When **you** renew **your policy**, it's **your** responsibility to tell **us** about any changes or incidents. **You'll** need to tell **us** about anything that's happened in the last 12 months including any convictions.

## Legal statements

This **policy** is a contract between **you** and **us**. **We're** named on **your** current **Certificate of Motor Insurance**. Under the Contracts (Right of Third Parties) Act 1999, no other **third party** has any additional rights under this **policy**.

The information **you** gave to **us** forms part of this contract and is shown on **your statement of insurance**. **You** enter into a contract with **us** when **you** agree to take out a **policy** on the terms and conditions offered and pay the **premium**. If **you've** paid, or have agreed to pay, the appropriate price, **we** will provide insurance under the terms set out in this **policy** during the **period of cover**.

This contract will be governed by and interpreted in accordance with English law and **you** can bring legal proceedings in respect of this product exclusively in the English courts. **We'll** communicate in English throughout the course of this contract.

## How to make a claim

**We** hope **you** never have to make a claim but if **you** do, **we'll** make the process as hassle-free as possible. **We're** here to help with any claim 24/7, 365 days a year.

### What to do if you're involved in an incident

1. Stop if it is safe to do so.
2. If anyone is hurt or someone involved in the incident leaves the scene, call 999.
3. Don't admit blame or offer to pay for damage because it could affect a claim down the line. If someone else admits blame, make sure to tell **us**.
4. When **you're** sure everyone's safe, get the name, address, phone number and car make, model, reg from any other drivers and give them **your** details. If there are any witnesses, get their details, too.
5. Tap the button in **your** RAC Black Box app that says 'Make a claim' – **that'll** get **you** straight through to **our** 24/7 claims line without **you** having to find the number. That's **0330 175 2580** if **you'd** like to add it to **your** contacts instead. If **you're** outside the UK, call **+443301752580**. **You** must tell **us** about any incident even if **you** don't want to make a claim.
6. If the police come to the scene, ask for a crime reference number.

### Theft, loss or criminal damage

If **your car** is stolen or damaged as a result of crime, or if anything inside is stolen, report it to the police as soon as possible and get a crime reference number.

Call **us** as soon as possible, and definitely within 24 hours. It helps **you**, because the details are fresh in **your** mind, and it helps **us** make sure any claim goes smoothly.

### Windscreen and windows claims

Windscreen damage is included in **your** cover. **You** can get help with this online directly with [Autoglass](#).

In the event of a claim, **we** will ask **you** to use one of **our nominated repairers**.

### Features of our nominated repairers

- The repairs will be guaranteed for five years.
- **You** don't need to get any estimates so the repairs can begin as soon as **we** have authorised them.
- The repairer can arrange to collect and return **your car**.
- **We'll** pay the bill. All **you** need to do is pay **your** agreed **excess** to the repairer before the **car** is delivered back to **you**.
- **You'll** get a courtesy car while **your car** is being repaired (see 'About the courtesy car service' for conditions).
- If **you** use a different repairer, an additional £500 **excess** will be applied.

**Our nominated repairer may need to use parts or accessories that aren't made by the manufacturer of your car.**

## About the courtesy car service

- **You** won't be eligible for a courtesy car if **your car** is stolen or considered to be a total loss (write-off)
- The courtesy car service is only available if **you** use **our nominated repairer**
- The courtesy car will be provided by **our nominated repairer**
- The service is only available while **your car** is being repaired
- The courtesy car will usually be a group A vehicle – around the size of a Ford KA
- If **your car** is electric, **we** cannot guarantee **you** will be provided with an electric courtesy car
- The courtesy car will be automatically insured, at no additional cost, under this **policy**
- This cover is subject to **our** terms and conditions and normal **policy** terms will apply
- **You'll** be responsible for the courtesy vehicle and for any charges or fines incurred during the time **you** use it, including fuel costs, parking fines, motoring offences, fixed penalties and any congestion or toll charges
- Courtesy cars are subject to availability

### Choosing another repairer

**You** can take **your car** to a repairer of **your** choice but it means **you** won't get the benefits available with **our nominated repairer**. **You'll** also need to send **us** a repair estimate to approve before the work can start, which may delay **your** claim and repairs to **your car**. If **you** use a different repairer, an additional £500 **excess** will be applied.

### When you're claiming with this policy

**You** (and anyone else covered by the **policy**) must not admit fault or offer promises, payment or compensation unless **we've** agreed it in writing.

When managing a claim, **we'll** instruct the solicitors of **our** choice to act for **you** in any legal proceedings. If **we** feel it's appropriate, **we** can accept liability for the costs covered under this **policy**, on behalf of **you** or anyone else protected by it. **We** can do this before or after legal proceedings start.

## Information about your contract of insurance

**Your** contract is with **us**, the insurer named on **your Certificate of Motor Insurance** and **your policy schedule**, for providing **your** insurance. **We'll** charge **you** a **premium** for this. **Our** terms and conditions are set out in this document.

It's really important to **us** that **you** understand **your** insurance and feel happy with what **you've** bought. A big part of that is going through **your policy** documents carefully.

### Four documents make up your policy:

1. This **policy** wording, which explains how **we** manage your insurance and tells **you** what **you're** covered for
2. **Your Statement of insurance** shows all the information **you** gave **us**, which **we** used to work out your **premium** and cover
3. **Your policy schedule** contains details about **you**, **your car** and the cover provided. It also shows you which sections, **excesses** and **endorsements** apply to **you**
4. **Your Certificate of Motor Insurance** gives details of who can drive **your car**, what it can be used for and the period of cover

All these documents are in **your** app and need a careful read. It's particularly important that **you** check **your statement of insurance** to make sure **you** have the right level of cover for what **you** need and all **your** details are right.

**We** may ask for more information and documents from **you** as part of **our policy** validation (see general condition 9). **We'll** give **you** plenty of notice if **we** need anything.

## Your legal obligations

It's an offence under the **Road Traffic Act** to make a false statement or to withhold information in order to get motor insurance.

Under the Consumer Insurance (Disclosure and Representation) Act 2012, when **you** apply for insurance **you** have a duty to take reasonable care to answer all questions as fully and as accurately as possible.

If **you** don't take reasonable care to answer all questions fully and accurately or if **you** deliberately make a false statement, there could be serious consequences.

For example: under some circumstances, **we're** entitled to treat **your** insurance as invalid, which affects everyone on the **policy**. This could also mean that some or all of a claim may not be paid and **you** may have to make a payment to a **third party** (like another driver or person involved in an incident) that's not covered by this insurance.

If the details on **your** documents are wrong, **you** can tap to chat or email in **your** RAC Black Box app. **You** can make some changes **yourself** in the app, like updating **your** mileage.

## Guide to your cover

This table is an overview of **your** cover but make sure **you** check the section **you** need for the full details.

Policy features and benefits		Policy cover
Sections		Comprehensive
1	Damage to <b>your car</b>	
2	Damage or loss by fire or theft	
3	Legal responsibility	
4	Personal accident cover	
5	Using <b>your car</b> at home or abroad	
6	Medical expenses	
7	Personal belongings cover	
8	Windscreen cover	
9	No Claims Discount (NCD)	
10	Uninsured driver cover	

## **Your insurance policy**

# Definitions

Words in bold (apart from in the headings), have specific meanings, which **we'll** define on this page.

- Where a word is singular, it also refers to the plural and the other way around
- References to 'a person' includes any individual, company, partnership or other legal entity
- References to a statute, regulation or trade terms of contract include all its amendments or replacements
- Any headings are just to help **you** find what **you** need in the **policy** wording so they're not part of the legal contract
- **We** try not to use gendered terms but where something is gendered, it applies to all genders

<b>Accessories</b>	Parts or products (including spare parts) made specifically for <b>your car</b> , including electric <b>car</b> charging cables and wall boxes.
<b>Certificate of Motor Insurance</b>	Proof that <b>you</b> have motor insurance, as required by law.
<b>Device</b>	The telematics <b>device</b> is a small <b>device</b> that <b>you</b> install in <b>your</b> vehicle yourself. It collects driving data and sends feedback to <b>your</b> RAC Black Box app.
<b>Endorsement</b>	A clause that changes the terms of the <b>policy</b> . <b>Your policy schedule</b> will show any <b>endorsements</b> if <b>you</b> have any.
<b>Excess</b>	<p>The amount <b>you</b> pay towards a claim. If the claim is deemed non-fault, <b>you</b> may not have to pay <b>your excess</b>.</p> <p>Compulsory <b>excess</b>: the amount <b>we</b> set for <b>you</b> to pay towards a claim.</p> <p>Voluntary <b>excess</b>: the amount <b>you</b> choose to add to the compulsory <b>excess</b>.</p> <p>If <b>you</b> make a claim, <b>you'll</b> have to pay both of these <b>excesses</b>. Choosing a voluntary <b>excess</b> can make <b>your</b> insurance cheaper upfront, but don't choose one <b>you</b> couldn't pay if <b>you</b> had a crash.</p> <p>Total <b>excess</b>: this is the full amount <b>you'll</b> pay out towards a claim with this <b>policy</b>, adding up <b>your</b> compulsory <b>excess</b> and voluntary <b>excess</b>. Check <b>your</b> schedule for the <b>excesses</b> that apply to <b>your policy</b>.</p> <p>Windscreen <b>excess</b>: this is a separate, smaller <b>excess</b> on claims for damage to glass windows or <b>your</b> windscreen. <b>You</b> won't pay <b>your</b> compulsory or voluntary <b>excess</b> here, just the windscreen <b>excess</b>. See section 8 for more details.</p>
<b>Fees</b>	The Fees section shows the amounts due under either <b>your</b> insurance, telematics <b>device</b> contract or administration services contract.
<b>Hazardous goods</b>	Goods or substances directly or indirectly caused by or contributed to, by, or arising from the <b>car</b> carrying any <b>hazardous goods</b> referred to in the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR). Examples include: explosive substances and articles, gases, flammable liquids, flammable solids, self-reactive substances and solid desensitised explosives, substances liable to spontaneous combustion, substances which, in contact with water, emit flammable gases, oxidising substances, organic peroxides, toxic substances, infectious substances, radioactive material and corrosive substances.
<b>Hazardous locations</b>	These include: power stations, nuclear installations or establishments, airports and dockside, refineries, bulk storage or production premises in the oil, gas or chemical industries, bulk storage or production premises in the explosive, ammunition or pyrotechnic industries, Ministry of Defence premises and military bases – other than in any area designated for access or parking by the general public.

<b>Keys</b>	The <b>keys</b> , lock transmitters or other devices that unlock or start <b>your car</b> .
<b>Market value</b>	<b>Market value</b> means how much it would cost to replace <b>your car</b> (in the UK) with the same make, model, age and condition, at the time the loss or damage happened. This may not necessarily be the value <b>you</b> estimated for the <b>car</b> when <b>you</b> bought <b>your</b> insurance. <b>We</b> may use publications like Glass's Guide to assess the <b>market value</b> , and <b>we'll</b> take mileage and condition into account.
<b>Nominated repairer</b>	A repairer or garage from <b>our</b> approved network who'll repair <b>your car</b> after a claim.
<b>Partner</b>	<b>Your</b> husband, wife, civil <b>partner</b> or a person who lives with <b>you</b> permanently at the same address, sharing financial responsibilities as if <b>you</b> were married to them.
<b>Period of cover</b>	The time <b>you're</b> insured for, shown on <b>your Certificate of Motor Insurance</b> .
<b>Policy</b>	This <b>policy</b> document, <b>your Certificate of Motor Insurance</b> , <b>your policy schedule</b> and any <b>endorsements</b> , and <b>your statement of insurance</b> , which describe the contract between <b>you</b> and <b>us</b> .
<b>Policy schedule</b>	This document is part of <b>your policy</b> and shows details of <b>you</b> , <b>your car</b> , <b>excesses</b> , any <b>endorsements</b> and <b>your</b> insurance <b>premium</b> .
<b>Premium</b>	The amount of money charged for insurance cover including commission but excluding Insurance Premium Tax (IPT), <b>fees</b> and any extra cover <b>you</b> add to <b>your policy</b> , like breakdown cover.
<b>Premium finance partner</b>	Our <b>premium finance partner</b> is PremFina. If <b>you</b> choose to pay by instalments, <b>your</b> credit agreement is with them.
<b>Road traffic act/s</b>	Any acts (including the <b>Road Traffic Act 1991</b> ), laws or regulations, as amended, which govern the driving or use of any motor vehicle in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.
<b>Statement of insurance</b>	The document recording the information <b>you've</b> provided at the start and renewal of <b>your policy</b> . If <b>you</b> think anything on <b>your</b> statement is wrong, let <b>us</b> know right away.
<b>Third party</b>	Usually another person involved in an incident, accident or claim, but it can mean any person who isn't part of this contract between <b>you</b> and <b>us</b> .
<b>Trailer</b>	A <b>trailer</b> , semi- <b>trailer</b> or container used for carrying goods that can't be driven itself.
<b>Total loss</b>	If <b>your car</b> can't be safely repaired or the cost of repair is deemed to be uneconomical, <b>your car</b> will be declared a total loss. This is usually known as a 'write-off'.
<b>You/your</b>	The <b>policyholder</b> named on the <b>Certificate of Motor Insurance</b> .
<b>Your car</b>	Any private motor vehicle insured with this <b>policy</b> , owned (or leased) by <b>you</b> , <b>your partner</b> or parent. This will be included in <b>your Certificate of Motor Insurance</b> and <b>policy schedule</b> .
<b>We/us/our</b>	Means the insurer underwriting this <b>policy</b> ; Accredited Insurance (Europe) Limited - UK Branch. <b>We</b> may also refer to Carpenters Insurance Services Limited when they handle claims on <b>our</b> behalf and Ticker who arrange and manage this insurance <b>policy</b> on <b>our</b> behalf.

# Section 1

## Damage to your car

**You're** covered for accident, vandalism and malicious damage.

If **your car** is damaged or lost because of an accident, vandalism or malicious damage, there are three ways **your policy** can help **you** get back on the road again.

**We** will at **our** option do one of the following:

- Pay for any necessary repairs
- Replace **your car**
- Pay the **market value** of **your car** immediately before the loss

**Accessories** are also covered while they're in, or on, **your car**, or in **your** private garage.

# Section 2

## Damage or loss caused by fire or theft

**You're** covered for fire, theft, attempted theft to **your car**.

If **your car** is damaged or lost because of fire, theft or attempted theft, there are three ways **your policy** can help **you** get back on the road again.

**We** will at **our** option do one of the following:

- Pay for any necessary repairs
- Replace **your car**
- Pay the **market value** of **your car** immediately before the loss

**Accessories** are also covered while they're in, or on, **your car**, or in **your** private garage.

## What isn't covered under sections 1 and 2

**You're not covered for:**

- The **excesses** shown on **your policy schedule** – **you'll** pay these if **you** make a claim
- Loss of use of **your car**
- Wear and tear, deterioration, depreciation, or any loss or damage that happens gradually
- Failures, breakdowns or breakage of mechanical, electrical, electronic or computer equipment
- Damage to tyres caused by braking, punctures, cuts or bursts
- Loss of value following repair
- Theft of or damage if the **keys** that unlock or start **your car** were left in or on it, or unattended with the engine running
- Replacement of locks, if the **keys** that unlock or start **your car** were left in or on it, or unattended with the engine running
- Loss or damage if **you** allow someone fraudulently claiming to be a buyer or agent to take **your car**
- **Your car** being repossessed by its rightful owner or having to pay compensation to the owner
- Any amount greater than the manufacturer's last list price for replacing any part or **accessories** lost or damaged
- Repairs or replacements unrelated to **your** claim that improve the condition of **your car**
- Loss or damage as a result of **your car** being driven or used without **your** permission by a member of **your** family or household, unless it's reported to the police and **you** send **us** the crime reference number
- Loss or damage caused by an inappropriate type or grade of fuel being used
- Loss or damage as a result of malicious damage or vandalism, where the police refuse to issue a crime reference number (but having a crime reference number doesn't guarantee **we'll** settle **your** claim)
- Any additional damage resulting from **your car** being moved by anyone insured under **your policy** after an accident, fire or theft
- Loss or damage resulting from the legal confiscation of **your car** by HM Revenue and Customs, the police, a local authority or any other government authority

These exclusions are in addition to those listed in the general exceptions section.

## How your claims are settled for sections 1 and 2

### How we'll deal with your claim for accident, vandalism, malicious damage, fire or attempted theft

If **your car** can't be driven after a crash, **we'll** get **you** and **your** passengers home or to **your** destination.

If **your car** is damaged, **we'll** pay the reasonable cost of protecting **your car** and taking it to the nearest suitable **nominated repairer**, repairer of **your** choice or storage. Where appropriate, **we'll** also pay the reasonable cost of returning it after repair to the address on **your policy schedule**.

### Damage to your car by a member of the motor trade

**You** don't have to pay any **excess/es** if loss or damage happens when **your car** is with a member of the motor trade for general servicing, maintenance or repairs that aren't to do with a claim.

### Repairs and replacement parts

Once **we** have **your** claim details and the loss or damage is covered and agreed, **we'll** arrange the repairs to **your car**. **We** may use parts or **accessories** that aren't made or supplied by **your car** manufacturer.

### Audio visual equipment

**We'll** pay for loss of or damage to television, audio, DVD, phone, games console, sat nav if it's a permanent fixture of **your car**. This cover is unlimited if the equipment was fitted by the manufacturer and was part of the specification of **your car** when first registered.

**We'll** settle a claim for audio visual equipment by repairing it, replacing it with something similar or giving **you** a cash payment.

**If the equipment wasn't originally part of the car, the most we'll pay is £300 for audio visual equipment and £250 for electronic navigation.**

### Child seats

If **you** have a child's car seat or booster seat fitted in **your car** and **you** make a claim under sections 1 or 2 of this **policy**, **we'll** pay for the cost of a replacement even if it doesn't look damaged. This will be a similar make and model, up to the value of £150 per incident.

### Travel and accommodation expenses

**We'll** pay up to £100 for each person (up to a maximum of £300) if **you** can't continue **your** journey because of loss or damage to **your car** under sections 1 or 2 of this **policy**.

**You** can use this for:

- The cost of reaching **your** destination for people travelling in **your car**
- One night's hotel accommodation for people travelling in **your car** on the day of the accident or loss, if **you** have to make an unplanned overnight stop

### Replacement of locks and stolen or lost keys

If **your keys** are lost from somewhere other than **your car**, **we'll** pay up to £500 towards the cost of replacing the locks or up to £1,000 if the **keys** were stolen.

### Here's what's covered:

- The door locks and/or boot lock
- The ignition/steering lock
- The lock transmitter and central locking interface.

**You're** not covered for stolen **keys** if they're left in the **car** unattended.

### Costs you may have to pay

If **we** accept **your** claim and then find **your** details or circumstances have changed since **you** took **your policy** out, **you** may have to pay any additional costs (check the general conditions section for more details)

If **your** claim is **total loss** (write-off) and **you** pay by instalments, **we** may take all outstanding payments from the claims settlement or ask **you** to pay the outstanding amount (see [Cancellations section](#) for more details)

- If **we** don't accept **your** claim, **you** may have to pay any costs already incurred, including (but not limited to) engineers' fees, **car** recovery and storage charges
- The VAT element of any claim, if **you're** registered for VAT

### **If we can't repair your car**

If **your car** can't be repaired or the cost of repairs will be far more than the value of **your car**, **we'll** declare it a **total loss** (write-off).

**We** may put the **car** in storage until **your** claim is settled and **we're** entitled to decide what happens to it after the claim is settled.

If **your** claim is settled as a **total loss** (write-off) and **you** pay by instalments, **we** may take all outstanding payments from the claims settlement or ask **you** to pay the outstanding amount (see the [Cancellations section](#) for more details).

If **your car** is declared a **total loss** and **you've** already paid the **premium** in full, **you** won't get a refund even if the **policy** is later cancelled. This may not apply if **we** recover all losses from a **third party**. In this case, we'll pass that refund on to **you**.

If **your** claim is a **total loss** and **you** don't replace **your car** within 30 days of getting the settlement payment, **we'll** cancel **your policy**. All the information above about instalments and refunds will still apply.

### **New car replacement**

If **your car** is less than one year old and **you're** the first and only registered owner, **we'll** replace it with one of the same make and model if:

- It's been stolen and not recovered or;
- It's suffered damage covered by the **policy** and **we** estimate that the cost of repairing it will be more than 60% of the current UK list price (including taxes)

**We** can only do this if a replacement **car** is in current production, available in the UK and agreed to by anyone else on the **policy**.

If a suitable replacement **car** isn't available, **we'll**:

- Pay **you** the price **you** paid for **your car** (including any optional extras fitted by the manufacturer when new), including taxes at the time of loss or;
- Pay **you** the manufacturer's latest list price (including taxes)

**We'll** pay whichever is less of the above and deduct any **excess** that apply.

If **we** settle a claim under this clause, the lost or damaged **car** becomes **our** property and **you** must send **us** the registration document.

Please note that 'nearly new' and ex-demonstration cars don't qualify for replacement under this section.

### **Ownership**

If **your** claim is settled as a **total loss** and **your car** belongs to someone else, or **you've** bought **your car** by hire purchase contract, **we'll** give any payment to that person or company first, and then pay any remaining money to **you**. If **your car** is on lease or contract hire, **we'll** pay the company either the **market value** of the **car** or the amount needed to settle the contract, whichever is less. If **your car** is electric, **your** battery is leased and **your** claim is settled as a **total loss**, **we'll** give any payment to that person or lease company.

# Section 3

## Legal responsibility to others

### What's covered

After any incident involving **your car**, **we'll** pay all sums **you're** legally responsible for:

- Following death or injury to other people
- Up to £20,000,000 for damage to someone else's property, plus up to £5,000,000 for legal costs and expenses

This cover also applies to accidents involving a **trailer**, caravan or broken-down vehicle being towed (as long as **your** driving licence allows **you** to do so).

### Other people who are covered

**Your policy** also covers the following people if they cause any loss or injury to a **third party**:

- Anyone named as a driver on **your Certificate of Motor Insurance**, as long as they have **your** permission to drive. They must have a valid driving licence and not be disqualified from driving or breaking the conditions of their driving licence or any relevant law.
- Anyone using (but not driving) **your car**, with **your** permission.
- Anyone getting into, or out of, **your car**.
- The legal representative of any person who has died, who was entitled to the cover provided by this section.

### Legal costs

Following a claim covered by this **policy** (and if **we** agree it's in **our** interest to do so, which is entirely **our** decision), **we'll** pay reasonable legal costs and expenses for:

- Solicitors' fees for representing anyone insured at a coroner's inquest, fatal accident inquiry or court.
- Reasonable legal services, which **we'll** arrange, to defend a charge of manslaughter or causing death by dangerous or reckless driving.
- Any other legal costs and expenses if agreed in writing beforehand. **You'll** need to get **our** consent in writing before agreeing these sorts of legal **fees** and costs.

### Emergency medical treatment

**We** will pay for emergency medical treatment required under the **Road Traffic Act**, following an accident in **your car**. If this is the only payment **we** make, it won't affect **your** No Claims Discount.

### Driving other cars

**You're** only covered to drive other vehicles if **your Certificate of Motor Insurance** says so.

- In that case, **you're** covered to drive another privately-owned **car**, as long as:
- The **car** isn't a hire, courtesy or rental **car**
- The **car** isn't owned by **you** or **your partner**
- The **car** isn't under a hire purchase or lease agreement for **you** or **your partner**
- The **car** hasn't been lent to **you** by **your** employer or business partner
- The owner has given **you** permission to drive the **car**
- There's a valid insurance **policy** in force for the **car you're** using
- **You're** not covered by any other insurance **policy** to drive it
- **You** hold a valid driving licence and aren't disqualified or breaking the conditions of **your** driving licence or any relevant law
- The **car** hasn't been seized or confiscated by or on behalf of any government or public authority
- **You** still have **your car** and it hasn't been stolen, damaged beyond repair, or declared a total loss (write-off)
- The **car** is registered in Great Britain or Northern Ireland
- **You're** not test-driving the **car**
- **You're** driving in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands

**This section provides third-party cover only, so any loss or damage to the car you're driving isn't included.**

### What's not covered under Section 3

- Anyone who has any other insurance covering the same liability

- Death or injury to anyone while they're working with, or for, the driver of the **car** except as required by the **Road Traffic Act**
- Any damage to personal property owned by the person driving **your car** or goods held in trust at the time of the incident
- Any death, injury, illness, damage or loss arising from a deliberate act by **you** or any driver insured to drive **your car**, except as required under the **Road Traffic Act**
- Loss of, or damage to, any **trailer**, caravan or car (or their contents) while being towed by or attached to any **car** covered by this section
- Loss or damage to property of more than £20,000,000 for any one incident or series of incidents and legal costs and expenses over £5,000,000
- Anything excluded by the general exceptions listed later in this document

However, if **we** pay any claim in line these acts, **we'll** be entitled to require that **you**, or the person who made the claim, repay any money owed to **us**.

## Section 4

### Personal accident

If **you** or **your partner** are accidentally injured while travelling in or getting in/out of **your car** and the injury is the sole cause of:

- Death
- Permanent loss of sight in one or both eyes
- Total physical loss of a limb at or above the ankle or wrist

**We** will pay the injured person or their legal representative up to £5,000 when the death or disablement happens within 90 days of the incident.

### What's not covered under section 4

- Death or injury resulting from suicide or attempted suicide
- Death or injury to anyone not wearing a seat belt as required by law
- Death or injury because the driver was unfit to drive due to alcohol, drugs or other substances, whether prescribed or otherwise
- Death or injury of any person over 90 years of age
- Any disablement, whether temporary, permanent, partial or total, except those listed above
- Injury caused by a pre-existing disease or physical weakness
- Anything excluded by the general exceptions listed later in this document

## Section 5

### Medical expenses

If you, or anyone in **your car**, is injured in an accident, **we'll** pay medical expenses up to £200 for each injured person.

## Section 6

### Using your car at home and abroad

**Your policy** covers **your car** for use in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands. It includes travel by sea, air or land within and between these places.

### Compulsory minimum cover outside the UK

This **policy** provides the minimum cover required to allow **you** (or any named driver on the **Certificate of Motor Insurance**) to drive or use **your car** in any country in the European Union (EU).

This also applies to any other country that agrees to follow EU directives on motor insurance and is approved by the

Commission of the European Union.

### What's covered

As long as **your** trip is for pleasure and not commuting or business, **you're** automatically covered for trips of up to 30 days in a **policy** year in:

- Any country that's a member of the EU
- Iceland, Norway, Switzerland, Liechtenstein and Andorra

The level of cover **you** have is on **your policy schedule**. This cover only applies if **your** permanent home is in the UK and **your** visit to these countries is temporary.

If **your** trip will be more than 30 days, only the minimum cover required by the relevant law will apply after that point. Full cover applies while **your car** is being transported by air, sea or rail between any of these countries, including loading and unloading, subject to the limitations above. This **policy** only covers events in countries listed in this section.

### What's not covered

Driving abroad for business or any other reason other than social, domestic or pleasure.

### How your claims are settled

**We'll** settle claims in the same way described in sections 1 and 2. If **we** have to pay for **your car** to be delivered to **you** after repairs, **we'll** only do so while **you're** in the country where the loss or damage occurred. **We** won't pay for **your car** to be delivered to **your** permanent address in the UK.

### What to take if you drive abroad:

Have a copy of **your Certificate of Motor Insurance** and this **policy** wording with **you**. **You** don't need a green card to travel in the EU and the countries listed above.

## Section 7

### Personal belongings

#### What's covered

**We'll** pay up to £300 for any one claim for personal belongings in **your car**, to **you** or the owner of the items, if they're lost or damaged due to accident, fire, theft or attempted theft.

#### What's not covered

- Money, stamps, jewellery, watches, tickets, credit or debit cards, vouchers, documents or securities (such as share and premium bond certificates)
- Laptops, mobile phones, tablet computers or electronic navigational equipment
- Goods, samples or tools carried in connection with any trade or business
- Property insured under any other insurance **policy**
- Theft or attempted theft of personal belongings not kept out of sight in the glove box or locked within a compartment
- Theft or attempted theft if the **car** was left unlocked while unoccupied or unattended
- Theft or attempted theft if the **car's** windows, sunroof or roof were left open while unoccupied and unattended
- Anything excluded by the general exceptions listed later in this document

**We** may require documentary evidence to confirm **your** claim and/or may ask to see the damaged item.

**Wear and tear or depreciation will be considered and deducted from the original cost of the item.**

## Section 8

### Windscreen damage

#### What's covered

**We'll** pay to replace or repair broken glass in the windscreen or windows of **your car** and repair any scratching to the

bodywork caused by the broken glass. **Your policy** also covers windscreen recalibration as well as repair or replacement.

Making a claim under this section won't affect **your** No Claims Discount, as long as **you're** not also claiming for any other loss or damage to **your car**.

Our **nominated repairer** may need to use parts or **accessories** that aren't made by the manufacturer of **your car**. These may be recycled parts of a similar kind and quality to what needs replacing.

#### **What's not covered under section 8**

- Any other glass parts of **your car** (where the roof glass is a separate unit to the windscreen), including sunroofs, panoramic roofs or panoramic sunroofs are covered under section 1
- Replacement of the hood/roof structure of a convertible or cabriolet
- Any windscreens or windows not made of glass
- A repair or replacement cost that's more than the **market value** of **your car** at the time of loss (minus any **excess**)

Additional charges or limited cover may apply if **you** don't use **our nominated repairer**.

**You'll** pay an **excess** for windscreen, windows and glass repairs or replacement – check **your policy schedule** and **Certificate of Motor Insurance** for more details.

## **Section 9**

### **No Claims Discount (NCD) and protection**

If **you** don't make a claim under **your policy** during the **period of cover**, when **you** renew the **policy**, **you'll** get a discount included in the price **you** pay. There is a maximum on the number of years' No Claims Discount that can be earned.

**You** can't transfer **your** No Claims Discount to someone else or use it on more than one **car** at the same time.

If **you** do make a non-recoverable claim (for example, a claim where **we** couldn't recover the loss), **your** level of No Claims Discount will be reduced at **your** next renewal.

If **you're** eligible, **you** can choose to pay an additional **premium** at the start or renewal of **your policy**, to protect or guarantee **your** No Claims Discount. A protected No Claims Discount lets **you** to make two claims before **your** entitlement is reduced.

**Here's how that works:**

Number of years' NCD declared	Without NCD protection			With NCD protection		
	1 claim	2 claims	3 claims	1 claim	2 claims	3 claims
1 year	0 NCD	0 NCD	0 NCD	No Claims Discount Protection is not available on less than 4 years' NCD		
2 years	0 NCD	0 NCD	0 NCD			
3 years	1 year	0 NCD	0 NCD			
4 years	2 years	0 NCD	0 NCD	4 years	4 years	2 years
5 years or more	3 years	1 year	0 NCD	5 years or more	5 years or more	3 years

If **you've** chosen to protect **your** No Claims Discount, this will be shown on **your policy schedule**. Please note: this doesn't guarantee **your premium** will remain the same.

**Average No Claims Discount you'll earn:**

Number of years of No Claims Discount	Average NCD
1 years' NCD	22%
2 years' NCD	28%
3 years' NCD	33%
4 years' NCD	35%
5 years' NCD	38%
6 years' NCD	41%
7 years' NCD	43%
8 years' NCD	45%
9 years' or more NCD	48%

### At renewal

If a claim is still outstanding at the renewal date, **we** will issue a renewal offer with the No Claims Discount reduced. Once the claim has been settled in **your** favour and all outstanding money repaid, and as long as it's not a non-recoverable claim, **we'll** restore **your** No Claims Discount and refund any extra **premium you** may have paid.

Even with **your** No Claims Discount restored, **your premium** may still increase following a claim.

## Section 10

### Uninsured driver cover

If **you're** involved in an accident that isn't **your** fault and the driver of the vehicle that hits **you** doesn't have motor insurance:

- **You** won't lose **your** No Claims Discount
- **You** won't have to pay any **excess/es**

If it's safe for **you**, try to get the make, model and registration of the vehicle that caused the damage. If **you** know the driver's name and address, even better.

When **you** make a claim, **you** may initially have to pay **your excess/es**. If investigations are still going on when **your** renewal is due, **you** may lose **your** No Claims Discount temporarily, as explained above. Once **we** have confirmed the accident was the fault of an identified uninsured driver, **we** will refund **your excess**, restore **your** No Claims Discount and refund any extra **premium you've** paid.

### General exceptions

**Your policy** doesn't cover the following (these apply to all sections):

#### 1. Unapproved use of your car

**You're** not covered for any injury, loss, damage or liability that takes place while **your car** is being:

- Used for racing or driving competitively against another driver on a public highway, or any speed trial (on a public highway or elsewhere)
- Driven by, or in the charge of, someone not shown on **your Certificate of Motor Insurance**
- Driven by someone who doesn't have a valid driving licence, or is disqualified from holding or obtaining such a licence or breaking the conditions of their driving licence and any relevant law
- Used for any purpose not allowed on **your Certificate of Motor Insurance**
- Driven abroad for any reason other than social, domestic or pleasure
- Used for hire or reward or for carrying passengers for profit
- Used to tow a caravan, **trailer** or any other car for payment or reward
- Used to tow more than one caravan, **trailer** or car at any one time
- Used to tow a **trailer** that is unsafe or has an insecure load
- Driven with a load or a number of passengers that is unsafe or greater than the manufacturer's specifications

The exclusion relating to **your car** being 'driven by, or in the charge of, someone not shown on **your Certificate of Motor Insurance** does not apply (for the purposes of insurance for **you** only) if **your car** is:

- With a member of the motor trade for maintenance or repair
- Stolen or taken away without **your** permission
- Being parked by an employee of a restaurant, hotel or car parking service

#### 2. Contractual liability

This **policy** doesn't cover any contractual liability unless the liability would have arisen anyway.

#### 3. Theft claims

**You're** not covered for any claim for the theft of **your car** or personal belongings unless:

- **You've** reported the theft to the police within seven calendar days.
- **You've** given **us** a crime reference number and details of the police station that took the crime report. Having a crime reference number doesn't guarantee **we'll** settle a claim.
- **Your car** was fully locked and secured and any **keys** that unlock it were removed.

- The windows and sunroof were closed and secured if it was left unattended or unoccupied.
- Personal belongings were out of sight in the glove box or locked compartment.

#### 4. Alcohol and drugs

**You're** not covered if an accident happens while **you** or anyone entitled to drive under **your** current **Certificate of Motor Insurance**:

- Is found to be over the prescribed limit for alcohol in the country where the incident happens
- Is driving while unfit through alcohol, drugs or other substances, whether prescribed
- Doesn't provide a sample of breath, blood or urine when required to do so, without lawful reason

#### 5. Track days and off-road events

**You're** not covered for any loss, injury, damage or liability resulting from the use of **your car** at any event during which **your car** is driven:

- On a motor racing track including de-restricted toll roads such as the Nürburgring
- On a prepared course
- At any off-road event, such as a 4x4 event
- At an airfield

#### 6. Radioactivity

**You're** not covered for any loss or damage to property or any other direct or indirect loss, expense or liability caused or contributed to by:

- Ionising radiation or radioactive contamination from any nuclear fuel or waste
- The radioactive, toxic, explosive or other dangerous properties of nuclear equipment or its nuclear parts.

#### 7. War

**You're** not covered for any loss, injury, damage or liability directly or indirectly caused by war, invasion, revolution, acts by foreign enemies, hostilities (whether war has been declared or not), military or usurped power.

#### 8. Riot

**You're** not covered for any loss, injury, damage or liability (except under Section 3) caused by, or in any way related to, riot or civil commotion if it happens outside England, Scotland, Wales, the Isle of Man or the Channel Islands.

#### 9. Military or law enforcement

**Your car** being designed or adapted for military or law enforcement use or used for military or law enforcement purposes or as an emergency service vehicle

#### 10. Terrorism

**You're** not covered for any loss or damage caused by the use, or threatened use, of any action, force or violence by any person or group of people whether acting alone, or on behalf of any organisation or government which is committed for political, religious, ideological or similar purposes. This includes the intention to influence government or to intimidate and/or put in fear the public, or any section of the public, and includes any incident that the government or a UK court of law would class as an act of terrorism (including under the Terrorism Act 2000).

#### 11. Use on airfields

**You're** not covered for any loss, injury, damage or liability while **your car** is in, or on, any part of an airport or airfield used:

- For take-off or landing of aircraft or the movement of aircraft on the ground
- As aircraft parking areas, including service roads and parking areas for ground equipment

#### 12. Pollution

**You're** not covered for liability for death, injury, illness, damage or loss caused directly or indirectly by pollution or contamination unless the pollution or contamination is directly caused by a sudden, identifiable, unintended and unexpected event, which happens during the **policy**.

**We** won't provide cover for any deliberate release of substances or as a result of leaks from **your car** caused by inadequate maintenance.

### 13. Deliberate acts

**You're** not covered for any death, injury, illness, damage or loss arising from a deliberate act by **you** or anyone insured to drive **your car**.

### 14. Confiscation

**You're** not covered for any loss or damage resulting directly or indirectly from the confiscation, nationalisation, requisition, destruction of or damage to **your car** or any property under the order of any government, public or local authority.

### 15. Pressure waves

**You're** not covered for any loss or damage caused by pressure waves from aircraft or aerial devices travelling at sonic or supersonic speeds.

### 16. Sanctions

**We** won't cover, provide services or pay a claim for anything that would expose **us** to sanctions, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

### 17. Earthquakes

**You're** not covered for any loss or damage caused by earthquakes.

### 18. Hazardous goods

**You're** not covered for any loss or damage directly or indirectly caused by or contributed to, by, or arising from the **car** carrying any **hazardous goods**.

### 19. Hazardous locations

**You're** not covered for any loss or damage directly or indirectly caused by or contributed to, by, or arising from the **car** traveling to any **hazardous locations**.

## General conditions (applicable to all sections)

**You** and anyone acting on **your** behalf must comply with every applicable requirement and provision of this **policy**. These also apply to any other person (or party) who is entitled to a benefit from this **policy**. It's **your** responsibility to make sure they're aware.

If anyone who is required to comply with provisions of this **policy** does not comply, **we** may reject a claim or reduce the amount payable for a claim if that causes any increase in **our** liability.

If **we** have paid any sums which **we** should not have been liable to pay (because of a breach of a **policy** provision), **you'll** have to reimburse **us**.

**We'll** make sure this condition doesn't conflict with provisions of the Insurance Act 2015 or the Consumer Insurance (Disclosure and Representations) Act 2012.

### 1. Making claims

If **you** need to make a claim under this **policy**:

**Your** app has a button on the dashboard that says, 'Make a claim'. This will put **you** straight through to **our** claims team so **you** don't have to search for the number.

**You** and any named driver can also call **our** claims helpline – as soon as possible and within 24 hours.

**You**, or any insured driver, must:

- Not admit liability for, or negotiate the settlement of, any claim unless **you** have **our** written permission.
- Not answer any writ, summons, letter, claim or other document from a **third party** relevant to **your** claim on this **policy**. Instead, send it to **us** immediately.
- Tell **us** immediately about any impending prosecution, inquest or fatal accident inquiry.
- Give **us** all the information and help **we** ask for, including any documentary evidence to back up **your** claim. All information **you** provide must be true and correct to the best of **your** knowledge.

**We** have the right to:

- Take over and conduct the defence or settlement of any claim
- Take any legal action in **your** name over any claim

These actions may be taken in **your** name or the name of any insured person.

## 2. Other insurance

**We** won't pay any claim if the loss, damage or liability is covered wholly or in part by another insurance **policy**. This condition doesn't apply to section 4, about personal accident.

## 3. Caring for your car

**You**, or any person in charge of **your car**, must protect the **car** from damage or loss.

- Alarms, immobilisers and tracking **devices** must be on and working when **your car** is left unattended.
- **Your car** must be fully locked and secured, and any **keys** that unlock **your car** must be removed when it's left unattended or unoccupied.
- **You** should maintain **your car** in an efficient and roadworthy condition and have a valid Department of Transport Test Certificate (MOT) and vehicle road tax if needed by law.
- If the condition of the **car** causes or contributes to an incident, cover won't be provided under the **policy**. **Our** responsibility will be restricted to meeting obligations as required by road traffic law.
- **You** must give **us** access to examine **your car** and if asked send **us** evidence of a valid MOT and/or evidence **your car** was regularly maintained and kept in a good condition.
- **You** should take due care to ensure that any charging cables are positioned appropriately so as not to cause or risk danger to the general public.

## 4. Non-payment of premiums

If **you're** paying in instalments under a loan agreement, **you** must make sure instalments are paid on time. If an instalment isn't received by the date it's due, **your** finance provider will write to **you** using **your** last known address by First Class post or email. If the agreed payment is not made in time, **we'll** give **you** at least seven days' notice of cancellation by email, using the email address **we** have for **you**. The **policy** will end after the seven days' notice runs out.

## 5. Car sharing

**You** can receive financial contributions from passengers as part of a car-sharing arrangement for social or similar purposes without breaking the rules about carrying passengers for hire or reward (like using it as a taxi) or the use of the **car** for hiring as long as:

- The **car** isn't constructed or adapted to carry more than seven passengers (excluding the driver)
- The passengers aren't being carried as part of a business of carrying passengers
- The total contributions **your** passengers give **you** for the journey don't amount to a profit

## 6. Keeping your policy up to date

**We** may be entitled to refuse the cover described in this **policy** unless **you** answered all questions truthfully to the best of **your** knowledge, when **you** applied for, amended or renewed this insurance. This includes questions about any other person covered by this insurance. **Your policy schedule** and **statement of insurance** show the answers **you've** given **us** and **you** can find these in **your** app. If any of the details are wrong, **you** must let **us** know right away.

**You're** responsible for keeping the details on this **policy** up to date. This includes information about the **car**, **you** and all the named drivers. Tell **us** if there are changes to the status of a driving licence of anyone named on **your policy**. This includes if they have passed their driving test or had their licence revoked.

At renewal, **you** must tell **us** if any of the information has changed, including any claims (whether **your** fault or not), convictions, **endorsements**, disqualifications and fixed penalties for **you** or any named drivers. **You** will need to tell **us** the DVLA or DVANI offence code if one applies.

Please also tell **us** if **you** move house, change **your** job, change **your** mileage, change **your car**, change what **you** use **your car** for or if **you** want to add other drivers. **We** also need to know if **you** intend to alter or modify **your car** from the manufacturer's standard specification, please see general condition 10.

Some changes may have an admin **fee** – see the **Fees section** for details. Some changes to **your** circumstances can affect how **we** will assess the **policy** risk and may result in an extra **premium** being charged or in a reduction in **premium**.

## 7. Fraud

**You** must not act in a fraudulent manner. If **you**, or anyone acting for **you**:

- Knowingly provides information to **us** that is not true
- Mislead **us** in any way, including about who is the main user of the **car**, in order to get insurance from **us**, obtain more favourable terms or reduce **your premium**
- Make a claim under the **policy** knowing it to be false or fraudulently exaggerated in any respect
- Submit a document in support of a **policy** or claim knowing the document to be forged or false in any respect
- Make a claim for any loss or damage caused by **your** wilful act or with **your** knowledge

Then, depending on the circumstances:

- **We** may be entitled to refuse to pay the claim to which the alleged fraud or falsehood relates. **We** may also be entitled to cancel or void the **policy** without refunding **your premium**
- All other policies **you** have entered into through **us**, to which **you** are connected (including van insurance), may be cancelled and **we** will only give **you** a pro-rata refund
- **We** may inform the police of the circumstances of the claim

## 8. Victim of crime

**You** must report the circumstances of any claim **you** make as a result of **you** being a victim of crime to police within seven days of discovering the incident and fully cooperate with all resulting police enquiries and prosecution of offenders.

## 9. Documents we may ask for

It's a condition of **your policy** that **you** supply **us** with any information or documents that **we** may ask to see to support the details **you** gave when **you** applied for **your policy**. **You** can send **us** a clear scan or photo of any document in a chat through the RAC Black Box app or to [validations@rac.ticker.co.uk](mailto:validations@rac.ticker.co.uk). For example: a V5C car registration certificate, driving licence (and MyLicence digital reference), a recent utility bill or a current MOT certificate.

**We** may give a discount on **your policy** dependent on the number of years of No Claims Discount (NCD) **you** state **you** have. **You** must provide proof of this when asked to do so. This should be in writing from **your** last insurer immediately prior to this **policy**. If **you** don't provide this proof, **we** may change **your premium**, costs or terms, or cancel **your policy**.

**Your** No Claims Discount must have been earned in the United Kingdom within the previous two years on a private car **policy**. It can't be applied to more than one car at a time.

## 10. Car modifications

This **policy** doesn't cover any non-standard parts (modifications). If **you** make a claim for loss or damage to **your car**, **we** will only pay the cost of replacing parts needed to meet the manufacturer's standard specification, including optional extras fitted by the manufacturer at the time of first registration. If **you** don't tell **us** about a modification, **we** may cancel **your policy** from its start date, apply additional **premium** or add new terms to **your policy**. If **you** make a claim **we** may reject the claim or only provide partial payment for it.

Car modifications include, but are not limited to:

- Changes to the bodywork
- Changes to suspension or brakes
- Cosmetic changes such as alloy wheels
- Anything affecting performance such as changes to the engine management system or exhaust system
- Changes to the audio/entertainment system

## 11. Voluntary use

Social, domestic and pleasure use includes use of **your car** for voluntary purposes. No payment or income should be received other than reasonable expenses to cover running costs such as fuel.

## 12. Where you live

**You'll** only be provided with the cover set out in this **policy** if you, and any additional drivers on **your policy**, are permanent residents in Great Britain.

## Cancellations

This section talks about **your** rights to cancel **your policy** and explains ours as well. To cancel this **policy**, the **policyholder** should start a chat with **us** in the app.

### Claims

**We** won't refund **your premium** at cancellation if **you've** had any claims where **you** were responsible for all or part of the incident, or **you** have any claims ongoing.

If this happens and **you** paid in full, **you** won't receive a refund of **your premium**. If **you're** paying by instalments under a credit agreement, **you'll** have to pay the balance of the credit agreement and **our** cancellation **fee** and applicable **fees** – see the [Fees section](#).

If **you** pay by instalments, **you'll** also have to pay any interest and **fees** due under **your** Consumer Credit Agreement with **our premium finance partner**, PremFina.

After a crash, **we'll** investigate if there's no driving data for the time the incident happened. If **we** think the device or app has been tampered with, misused or was not in the vehicle at the time of the incident, **we** may cancel the **policy** by giving seven days' notice of cancellation and reject any accidental damage claim made on the **policy**. **You** may also be charged an additional **excess** of £500 on top of **your** standard **policy excess**. Find out more about [tampering](#).

### Your rights to cancel this policy

Only the **policyholder** can cancel their **policy**, and it's their responsibility to let any named drivers know that they're not insured anymore. When the **policy** is cancelled, cover ends.

The **policyholder** can cancel the **policy** at any time and **we'll** give **you** a refund of **your premium** that **we** calculate from the date **you** tell **us** **you'd** like the **policy** to end.

#### If you cancel before the policy has started:

**You'll** be charged the setup **fee** for arranging **your** cover, but **you'll** receive a full refund of **your premium** and there's no cost for the **device** if it hasn't been sent to **you**. A cancellation **fee** will apply.

#### If you cancel within 14 days of your policy starting:

**You'll** receive a refund of **your premium** minus any days **you've** been insured with **us**. The **fees** for **your policy** setup and device are non-refundable, unless the device hasn't been sent at the time of cancellation. A cancellation **fee** will apply.

#### If you cancel after 14 days of your policy starting:

**You'll** receive a refund of **your premium** minus any days **you've** been insured with **us**. The **fees** for **your policy** setup and telematics **device** are non-refundable, unless the device hasn't been sent at the time of cancellation. A cancellation **fee** will apply. **You** can find the list of **fees** on the [Fees page](#).

### Our rights to cancel your policy

**We** can cancel **your policy** at any time but **we** have to give **you** seven days' warning. **We** do this with written notice to the email address **we** have for you, explaining why we've cancelled the **policy**. Any **fees** will still apply if **we** have to cancel **your policy**.

**We** can do this for, but are not limited to, one of the following reasons:

- **We** haven't been able to collect a payment – see general condition 4 for more information.
- **You** haven't let **us** have reasonable access to **your car** to provide the services **you** bought – like being able to assess damage after a claim.
- **You** don't cooperate with **us** as **we** manage **your policy**, process a claim or defend **our** interests.
- **We're** stopped from providing cover to **you** under law or for another reason.
- **You** don't send **us** information or documents **we** need to manage **your policy**, process a claim or defend **our** interests.
- **You** don't maintain **your car** (for example, having tyres below the legal limit – see general condition 3), and have a valid MOT and vehicle road tax.
- **You** don't meet the rules about having the telematics **device** and app, which **you'll** find in the [Telematics terms and conditions section](#) (for example, **your** mileage exceeding what **you** declared or **you** drive in an unacceptable manner).
- **Your car** is modified beyond the standard manufacturer spec in a way **we** won't accept. **You** can find more info about that in the general exceptions.
- **You're** threatening, intimidating or abusive to someone who works for **us** or with **our** partners.

In certain situations, **we** have the right to treat **your policy** as if it never existed, without giving **you** notice or refunding **your premium**. This will apply if **we** suspect **you've** deliberately not told **us** about something important – like a motoring conviction or something else that would have meant **us** originally refusing insurance if **we'd** known. **We'll** decline any claims **you** made before or during **our** decision if this happens.

#### **Paying by instalments or direct debit**

If **you** make a fraudulent claim, **we** have the right to cancel **your policy** without refunding **your premium**. **We'll** continue to deal with any valid claims **you** made before **we** cancelled the **policy**. If **you** (or **we**) cancel the **policy**, the instalments **you've** paid may not be enough to pay for the cover **you've** actually had. In that case, **you'd** have to pay the amount owed, plus any interest and **fees** due under **your** Consumer Credit Agreement to **our premium finance partner**, PremFina.

If **you**, or **we**, cancel the **policy** at any time, **we'll** also cancel any optional extras (like breakdown cover) **you** bought. Check the **policy** wording for each of these extras for the full details. If **you** don't pay for the insurance **yourself**, **you** must make sure the person who paid has read this section.

# Telematics terms and conditions

For your telematics device

## Telematics terms and conditions: your agreement with Ticker

This section is about **your** agreement with Ticker for:

- **Your** telematics **device**, plus maintenance and other services
- Collecting data from **your device** to give **you** driving feedback in the app

These are all provided to **you** directly by Ticker (and not by the insurer), so 'we' or 'us' means Ticker.

- Please read these terms and conditions carefully before **you** take out an insurance **policy** through us
- These terms and conditions will tell **you** who **we** are, how **we** will provide the device to you, how **you** and **we** may change or end the contract for the supply of the **device**, what to do if there is a problem and other important information
- If **you** think there is a mistake in these terms, please get in touch

### About Ticker

Ticker uses the latest telematics technology to assess **your** driving style. **We** then give **you** feedback on how **you** drive in the app.

By collecting and processing **your** telematics data, **we** can help **you** stay aware of how **you're** driving. This information helps **us** to set the price of **your** insurance. **You** can find more details about the telematics data that **we** capture, the other personal data collected and held by **us** about **you**, how we use the data and who **we** pass it to here:

- The [Your privacy and security section](#)
- The [privacy policy](#)

### Supplying the telematics device to you

When **you** agree to take out an insurance **policy** with **us**, **we** will email to let **you** know that **we** have arranged insurance for **you** based on the information **you** have given **us**. At that time, the contract for the supply of the **device** will also come into existence.

**We** will assign **you** a **policy** number and will tell **you** what it is when the contract is formed. It will help **us** if **you** can tell **us** the **policy** number whenever **you** contact **us** about **your device**.

### The RAC Black Box app

The app is only available on iOS and Android devices. Right after **you've** bought **your policy**, **we'll** email **you** (and any named drivers) a link to download the app. Once **you** have, **we'll** email **you** again with a login link for the app – no password required.

If **you** don't download the app and log in within 24 hours of **your policy** starting, **we** may cancel **your** insurance. This applies to **your** named drivers too. If **you** want to know more about how cancellation works, see the [Cancellations section](#) of **your policy**. Once installed, **you** (and any named drivers) must not remove the RAC Black Box app from **your** phone while **your policy** is in force, unless **you** need to replace **your** phone. In that case, **you** need to download and log into the app on the new phone within 24 hours.

It's a condition of **your policy** that **you** use the telematics **device** and app because they're a big part of how **your** insurance works. By buying the **policy**, **you** agree to never remove the **device** from the insured **car** – unless **you've** sold the **car**.

### Your telematics device

**We'll** collect the amount **you** pay for **your device** under the terms of this contract at the same time as the **premium** due for **your policy**. This **fee** applies for each **policy** **you** take out with us, but **you** won't need a new **device** every year. The **fee** **you** pay when **you** renew is to cover continuing data and servicing costs. The amount **you** pay for the **device** can be found in the [Fees section](#). There are no postage or delivery costs.

**We** will deliver the **device** to **you** as soon as reasonably possible. The **device** is packaged in such a way that it will fit through **your** letterbox. It's **your** responsibility to make sure **you're** able to receive the **device**. **You** own the **device** once **we** have sent it to **you**. The **device** will be **your** responsibility from the time **we** deliver it to the address **you** gave **us**. **We** cannot be held responsible for delays outside of **our** control.

The **device** is easy to set up and **we'll** provide instructions when it arrives with **you**.

**You** need to set up **your device** within seven days of **your policy** starting. If **you** don't, **we** may cancel **your policy**. **You** can check the details of **our** rights to cancel in the [Cancellation section](#) of **your policy**.

If **you're** the **policyholder** but **you** don't own the **car**, **you're** responsible for making sure anyone who has a legal interest in the **car** agrees before **you** set up the **device**.

### Dealing with faults and replacements

If **we** think **your device** has a defect while **you're** insured, **we'll** send **you** another one for free. If **you** think something's wrong, start a chat with **us** in **your** RAC Black Box app and **we'll** investigate. If it needs repairing or replacing because of a defect, **we'll** cover any cost – unless the fault or damage is caused by **you** or someone **you've** allowed access to **your car** (like a mechanic) or anyone other than **us** or one of **our** representatives.

If **you** tamper or interfere with the **device** (including deliberately preventing it from working), **we** may:

- Charge **you** the amount in the **device** costs part of the [Fees section](#).
- Inform the insurer, which may mean **your policy** is cancelled

If the **car** is deemed a total loss after a claim or the **device** is damaged in an incident involving a claim under **your policy**, **we** won't charge **you** for a new **device**.

While **you're** insured, **we** may replace the **device** with an alternative that has the same functionality or better. This will only happen if **we** make a technical change or improvement to the **device**. In such a scenario, **you** will not be charged for the new **device**.

### Tampering

The **device** and app both have anti-tampering technology built in, so **we** know if a **device** has been removed or an app deleted or tampered with. If **we** do think that's happened, **we'll** investigate. If **we** have to, **we'll** ask **you** for a photo of **your** odometer reading to compare with MOT records.

If **we** conclude that **you** have tampered or interfered with the **device** (including deliberately preventing it from working), **we** may charge **you** the amount in the **device** costs part of the [Fees section](#) or cancel **your policy**.

After a crash, **we'll** investigate if there's no driving data for the time the incident happened. If **we** think the **device** or app has been tampered with, misused or was not in the vehicle at the time of the incident, **we** may cancel the **policy** by giving seven days' notice of cancellation and reject any accidental damage claim made on the **policy**. **You** may also be charged an additional **excess** of £500 on top of **your** standard **policy excess**.

### Unacceptable driving behaviour

**You'll** see how **you** (and **your** named drivers) are driving in the RAC Black Box app. If **we** see unacceptably dangerous driving behaviour, **we** may contact **you** to make **you** aware and discuss it with **you**.

### Accuracy of policy details

**We'll** use the data from **your device** to check the information **you** gave **us** in **your** proposal is right. That includes **your** annual mileage, where **your car** is kept overnight and the type of driving **you're** doing. If **we** think something's wrong or **you** need to update **your** details, **we'll** let **you** know, but it's **your** responsibility to make sure **your** details are correct and up to date.

If **we** detect serious issues with the information **you** gave **us**, **we'll** get in touch to talk about it but **we** may void (treat it as if it never existed) or cancel the **policy**.

### Declared mileage

If **your** driving data shows that **you're** likely to go over **your** declared mileage for the year, **we'll** let **you** know. **You'll** need to update **your policy** with a higher declared mileage (estimating how much **you'll** drive over the rest of the **policy**) in the app, which may increase **your premium**.

If **you** don't update **your** declared mileage when we've asked **you** to, **we'll** contact **you** to talk about it but **we** may cancel **your policy**. Check **our** rights to cancel the **policy** in the [Cancellation section](#).

### Changing your car

This insurance is only for the **car** detailed in **your policy schedule** document. If **you** change **your car**, **you** need to tell **us** immediately.

If **you** change **your car**, **you'll** need to move **your device** into **your new car** within 24 hours. If **we** need to send **you** a new device, **you** must install it in **your new car** within seven days of changing the **car**. For a new **device**, **we'll** charge **you** a **fee**, which **you** can find in the [Fees section](#). If **you** don't move **your device** in the time we've said, **we** may cancel **your policy**.

Check the [Cancellation section](#) for more information.

### Replacing a telematics device

If **you** lose **your device**, **we'll** charge a **fee** for a new **device**, which **you** can find in the [Fees section](#).

### Your data

**Your device** collects data on how the **car** is being driven and sends feedback to **your app**.

**Your** driving feedback reflects how safely **you're** driving – things like **your** speed, acceleration, braking and cornering. **We'll** update **your** driving stats once a week in the RAC Black Box app.

**You** can find more detail about how **we** use **your** data in **our** [privacy policy](#).

### If the policy is cancelled or it lapses

If **you** (or **we**) cancel **your policy** or it lapses at renewal, **your** device will stop collecting driving data within seven days of the **policy** ending. **You** can uninstall the RAC Black Box app.

### Changing your mind

For most products bought online, **you** have a legal right to change **your** mind within 14 days and receive a refund. In the case of the telematics **device**, **you** have 14 days from the start of **your policy**. **We** may reduce **your** refund of the price (excluding delivery costs) to reflect any reduction in the value of the **device**, if this has been caused by **your** handling it in a way which would not be permitted in a shop.

**We** will process **your** refund within 14 days after **we** receive the returned **device** from **you**. As noted elsewhere in this contract, the provision of **your** insurance under the **policy** requires **you** to have a telematics **device** installed in **your car**. As such, if **you** change **your** mind about the **device**, the insurer will also cancel **your policy**.

### Ending the contract with Ticker

The contract for the provision of the telematics **device** is separate from the contract under which **you** purchased **your policy** – it is known as an ancillary contract. As such, if **you** decide to end the contract for the supply of **your device**, **your policy** will also terminate.

**You** may terminate the contract for **your device**:

- If, within 30 days after receiving it, **you** notice that the **device** is faulty or misdescribed – though please contact **us** in the first instance, as **we** can send **you** out a new **device** if this occurs
- **We** have told **you** about an upcoming change to the **device** or this contract which **you** do not agree to
- **We** have told **you** about an error in the price or description of the **device** and **you** do not wish to proceed
- **You** have a legal right to end the contract because of something **we** have done wrong
- Or **you** change **your** mind

### Returning the telematics device

If **you** end the contract for any reason after the **device** has been posted to you, or after **you** received it, **you** must return it to **us** by post. If **you** are exercising **your** right to change **your** mind, **you** must send off the **device** within 14 days of telling **us** **you** wish to end the contract.

**We** will only pay the costs of return only if:

- The **device** was faulty or misdescribed;
- **You** are ending the contract because **we** have told **you** of an upcoming change to the **device** or these terms, an error in pricing or description, a delay in delivery due to events outside **our** control or because **you** have a legal right to do so as a result of something **we** have done wrong.

In all other circumstances (including where **you** are exercising **your** right to change **your** mind) **you** must pay the costs of return.

## Your legal rights

**We** are under a legal duty to supply products that are in conformity with this contract. See below for a summary of **your** key legal rights in relation to the **device**. Nothing in these terms will affect **your** legal rights. The Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality.

During the expected lifespan of the **device** **your** legal rights entitle **you** to the following:

- Up to 30 days: if the **device** is faulty, then **you** can get a new **device** or full refund if canceling **your** insurance contract
- Up to six months: if the **device** can't be repaired or replaced, then **we** will send a new **device**
- Up to six years: if the **device** does not last a reasonable length of time **you** may be entitled to some money back, though the expected lifespan of a **device** is at least one year

## Our responsibility for loss or damage suffered by you

**We** are responsible to **you** for foreseeable loss and damage caused by **us**. If **we** fail to comply with these terms, **we** are responsible for loss or damage **you** suffer that is a foreseeable result of **our** breaking this contract or **our** failing to use reasonable care and skill, but **we** are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both **we** and **you** knew it might happen, for example, if **you** discussed it with **us** during the sales process.

## Other important legal terms

**We** may transfer **our** rights and obligations under these terms to another organisation. **We** will contact **you** to let **you** know if **we** plan to do this. If **you** are unhappy with the transfer, **you** may contact **us** to end the contract within 21 days of **us** telling **you** about it and **we** will refund **you** any payments **you** have made in advance.

**You** may only transfer **your** rights or **your** obligations under these terms to another person if **we** agree to this in writing.

- Nobody else has any rights under this contract.
- Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

If **we** do not insist immediately that **you** do anything **you** are required to do under these terms, or if **we** delay in taking steps against **you** in respect of **your** breaking this contract, that will not mean that **you** do not have to do those things and it will not prevent **us** taking steps against **you** at a later date. These terms are governed by English law and **you** can bring legal proceedings in respect of the products exclusively in the English courts.

This is the end of **your** agreement with Ticker about telematics terms.

## **Your policy administration agreement**

## Your policy administration agreement with Ticker

This is **your** contract for how **we'll** administer **your** insurance **policy**. This contract is separate from **your** insurance **policy** and **your** contract with **us** for the use of the telematics **device**, so any charges **you** might pay for administration are in addition.

All administration services are provided to **you** directly by Ticker (and not by the insurer), so '**we**' or '**us**' means Ticker.

Services **we** will provide:

- **We'll** set up **your** insurance **policy** for **you**. This won't include any advice or recommendations by **us** in relation to **your** **policy**.
- After **your** **policy** starts and throughout **your** **policy**, **we'll** provide and update all **your** insurance documents in the RAC Black Box app and help with any queries about **your** **policy**.
- **We'll** make any changes **you** need to **your** **policy**, including but not limited to, changing **your** **car** or adding a named driver. If **you** or the insurer cancel the **policy**, **we'll** organise this and any refund **you're** due.

## Payments and refunds

- The total price of **your** insurance is shown in **your** documents and includes Insurance Premium Tax (IPT).
- The **fees** payable under the telematics terms and conditions; and
- The **fees** payable for the services **we** provide to **you** under the terms of **your** **policy** administration agreement.

If **you're** paying for **your** insurance by instalments, **you'll** also have a separate contract with PremFina and they'll collect **your** instalments.

In line with industry standards, **we** use a **third party** to collect and store debit/credit card details. **We'll** use the card details stored to collect payment for mid-term changes, defaulted instalments (including the associated fee), balances following cancellation, and renewal of **your** **policy**. **We'll** let **you** know before doing this.

If **we** receive an overpayment, **we'll** refund it using the debit/credit card details **we** hold. If **you** receive an overpayment, **we'll** attempt to recover the money using the debit/credit card stored. If **you** initially pay by debit/credit card, **we'll** make any refund to the same card, in accordance with the terms and conditions of the card issuer.

If **you** pay for any adjustments to **your** **premium** by direct debit, **we** have the right to ask for part or full payment of any additional amount. Any return of **premium** will be used to reduce **your** loan amount.

If someone else pays for **your** insurance, **you** must show this information to them.

## Renewals

### Coming up to renewal time

At renewal time, think back over the previous 12 months and let **us** know if anything has changed for **you** or any named driver.

Changes **we** need to know about include, but are not limited to:

- All circumstances listed in this section.
- If **you** or any named driver have been involved in any accidents, claims or losses not previously notified to **us**, whether or not a claim was made and regardless of blame. This includes all types of claims, damages or accidents such as fire, theft or glass damage (windscreen or window).
- Any prosecutions or motoring convictions that **you**, or any named drivers, are aware of.
- Any fixed penalty notices or licence **endorsements** incurred during the year.
- Any medical or physical condition or disability that **you** or any insured drivers need to tell the DVLA/DVANI about, including any **you** haven't told them about yet.
- Any non-motoring convictions that **you** and any named drivers have that are not considered spent. A spent conviction is one that, under the terms of the Rehabilitation of Offenders Act 1974, can be effectively ignored after a specified amount of time. If, however, someone has received a prison sentence of more than four years, the conviction will never be spent.

If **you** don't tell **us** about changes and take reasonable care to ensure that the information **you** supply is honest, full and correct, **we** may cancel **your** **policy** from the start date, apply additional **premium**, reject **your** claim or only pay part of it. **You** may also have to pay for the cost of any **third-party** claim/s.

If **you** provide false or inaccurate information, and **we** identify that **you've** committed fraud, **we** may pass **your** details to relevant agencies to prevent fraud and money laundering. Please email [riskquality@rac.ticker.co.uk](mailto:riskquality@rac.ticker.co.uk) if **you'd** like further details on how the fraud prevention agencies may use this information.

## Renewing your policy

At least 21 days before **your policy** ends, **we'll** send **you** a renewal notice reminder that the insurance cover is due to expire. In most cases, this notice will include an offer to renew **your** insurance for another year. To help **you** make an informed decision, any offer made will include important facts about **your policy**, any changes to the **policy** terms and a price.

The renewal terms offered will be based on the most recent information **you've** given **us**. These will be shown in **your** renewal invitation. Check **your** details carefully and let **us** know right away if anything's changed.

In a small number of cases, **we** may not renew **your policy**. If this happens, **we'll** let **you** know as soon as possible.

If **you** want to accept a renewal offer, **you** must take reasonable care to ensure that **your** information contained in the **policy** is correct and up to date for **your car**. See the previous section about contacting **our** customer services team if anything has changed.

Each renewal of the **policy** represents a new contract of insurance, starting on the date shown on **your** renewal **schedule**.

## After renewal

If **you** pay for **your policy** by annual or monthly direct debit or continuous card authority, **we'll** continue to collect **your premium** as agreed, using the same account details **you** gave **us** the previous year. **You'll** enter into a new contract of insurance with **us** starting on the cover start date on **your** renewal documents.

If **you** pay annually but don't leave **your** credit/debit card details with **us**, so that **we** can automatically renew **your policy**, **you'll** enter into a new contract of insurance on the day **you** renew and **your premium** will be due on this date.

**You** must contact **us** as soon as possible to pay the **premium**.

**You** have the right to cancel this **policy** at any time. Cancellation **fees** will apply.

## Who can speak to us about your policy

To make managing **your** insurance easier, we're happy to talk to any named driver on **your policy**, or if **you'd** like to choose someone else (like a friend or other family member), let **us** know by chat or email. **We** can talk to them about general **policy** information, but only **you** and named drivers will be able to make **policy** changes through chat and in the RAC Black Box app.

	Outstanding payments	Changes to your policy	Renewal	Cancellation
Policyholder	Yes	Yes	Yes	Yes
Named driver	Yes	Yes	Yes	No
Direct debit payers	Yes	Yes	Yes	No

### **Our responsibility for loss or damage suffered by you**

**We** are responsible to **you** for foreseeable loss and damage caused by **us**. If **we** fail to comply with these terms, **we** are responsible for loss or damage **you** suffer that is a foreseeable result of **our** breaking this contract or **our** failing to **use** reasonable care and skill, but **we** are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both **we** and **you** knew it might happen, for example, if **you** discussed it with **us** during the sales process.

**We** do not exclude or limit in any way **our** liability to **you** where it would be unlawful to do so. This includes liability for death or personal injury caused by **our** negligence or the negligence of **our** employees, agents or subcontractors; for fraud or fraudulent misrepresentation.

### **Other important legal terms**

**We** may transfer **our** rights and obligations under these terms to another organisation. **We** will contact **you** to let **you** know if **we** plan to do this. If **you** are unhappy with the transfer, **you** may contact **us** to end the contract within 21 days of **us** telling **you** about it and **we** will refund **you** any payments **you** have made in advance.

- **You** may only transfer **your** rights or **your** obligations under these terms to another person if **we** agree to this in writing.
- Nobody else has any rights under this contract.
- Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- If **we** do not insist immediately that **you** do anything **you** are required to do under these terms, or if **we** delay in taking steps against **you** in respect of **your** breaking this contract, that will not mean that **you** do not have to do those things and it will not prevent **us** taking steps against **you** at a later date.
- These terms are governed by English law and **you** can bring legal proceedings in respect of the products exclusively in the English courts.

This is the end of **your** contract with Ticker for **policy** administration services.

## Fees

The **fees** shown below are for **our** services only. Each **fee** must be paid when the transaction is made. If **you** pay by instalments, additional **fees** will also apply. Check **your** Consumer Credit Agreement with PremFina for details.

This is a list of all **our fees** (more than one fee may apply):

For setting up <b>your policy</b> (these are included in <b>your</b> overall price)	
For a new <b>policy</b>	£60
For a renewal	£60
For <b>your</b> telematics <b>device</b> (this is non-refundable if <b>you</b> or <b>we</b> cancel the <b>policy</b> )	£40 inc. VAT
Arrangement <b>fee</b> (this is non-refundable if <b>you</b> or <b>we</b> cancel the <b>policy</b> )	5%*
Cancellation	
If <b>you</b> or <b>we</b> cancel <b>your policy</b> before or within 14 days of <b>your policy</b> start date ( <b>your</b> cooling off period)	£40
If <b>you</b> or <b>we</b> cancel <b>your policy</b> after <b>your</b> 14-day cooling off period	£60
Cancellation due to intentionally removing or tampering with <b>your device</b>	£75
If <b>we</b> need to cancel or void the <b>policy</b> due to failure to provide documents within agreed time	£75
If <b>we</b> need to cancel or void the <b>policy</b> because <b>you</b> provided inaccurate or fraudulent information	£75
Making a change to <b>your policy</b>	
If <b>you</b> make <b>your</b> change by chat	£25
If <b>you</b> make <b>your</b> change over the phone	£35
Making changes to <b>your policy</b> because <b>you</b> didn't provide full and accurate information in <b>your</b> quote	£35
Missing a payment	
Defaulting on a monthly payment plan (this is charged by PremFina, <b>our premium finance</b> provider)	£27.50
Requesting a new telematics <b>device</b>	
If <b>you</b> lose <b>your device</b>	£40 inc. VAT

\* This **fee** only applies to the base **premium** for **your policy**, before Insurance Premium Tax or the cost of credit are applied.

## Things you need to know

## General information

All administration services are provided to **you** directly by Ticker (and not by the insurer), so **'we'** or **'us'** means Ticker.

### The Financial Services Compensation Scheme

General insurance claims are covered by the Financial Services Compensation Scheme. Full details of the cover available can be found at [fscs.org.uk](https://www.fscs.org.uk). Ticker is a member of this scheme.

### Our arrangements with websites

**We** use various referral providers, such as price comparison websites, to reach new customers. If they introduce **you** to **us**, **we** may pay them a **fee** for this service.

### Who regulates us?

Ticker is a trading name of Ticker Limited, which is an appointed representative of Davies MGA Services Limited, a company authorised and regulated by the Financial Conduct Authority under firm reference number 597301 to carry on insurance distribution activities.

**You** can check **our** registration on the FCA's register by visiting [fca.org.uk/register](https://www.fca.org.uk/register) or by contacting the FCA on **0800 111 6768**.

**Our** permitted business is acting as an agent, arranging and assisting in the administration of non-investment insurance contracts.

### Your privacy and security

**Your** privacy is important to **us** and **we** go to great lengths to protect it. **Our** privacy notice will tell **you** everything **you** need to know about the personal data **we** and **our** ancillary product providers hold about **you**, in order to be able to provide **you** with a quote or insurance **policy**. It explains how **we** and **our** ancillary product providers may collect, use and share **your** details and tells **you your** rights under data protection laws.

**You'll** find **our** privacy notice at [rac.ticker.co.uk/privacy-policy](https://rac.ticker.co.uk/privacy-policy) but if **you'd** prefer a paper copy, start a chat in the app and **we'll** post one to **you**.

If **you** have any questions about **our** privacy notice, including any requests to exercise **your** legal rights under data protection laws, please contact **our** data protection team. Email [dataprotection@rac.ticker.co.uk](mailto:dataprotection@rac.ticker.co.uk) with **your** full name, **policy** number, address and date of birth.

## How to make a complaint

Ticker is about making insurance easier, so if **you're** not happy about something just let **us** know and **we'll** try to get it sorted.

If **you're** unhappy about the way **your policy** has been sold or administered, please contact Ticker in any of the following ways:

### By chat in the RAC Black Box app

Email: [customerrelations@ticker.co.uk](mailto:customerrelations@ticker.co.uk)

Address: **2nd Floor, Dencora Court, Tyler's Avenue, Southend-on-Sea, SS1 1BJ**

If **you're** unhappy with the outcome of a claim, or the way a claim has been managed please contact the claims team in any of the following ways:

Email: [ractickerclaims@carpentersgroup.co.uk](mailto:ractickerclaims@carpentersgroup.co.uk)

Call: **0330 175 2580**, or from outside the UK call: **+443301752580**

Address: **RAC Ticker Claims, C/O Carpenters Insurance Services Limited, Priory House, Monks Ferry, Birkenhead, Merseyside, CH41 5LH**

If **you** need to make a complaint, **we'll** thoroughly investigate it and do everything **we** can to get it sorted out within three working days. If **we're** unable to do this **we'll** send **you** a written acknowledgement, usually within five working days.

**We'll** aim to give **you our** final response within four weeks, but if this isn't possible, **we'll** contact **you** to explain where **we've** got to, with an estimate of when **we'll** have an answer for **you**.

If **we** can't give **you** a final response within eight weeks of the initial date of **your** complaint, or if **you're** not satisfied with **our** response, **you** can refer the dispute to the Financial Ombudsman, free of charge, within six months of receiving **our** final response letter.

### Financial Ombudsman Service

Their contact details are:

**Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London E14 9SR**

Call: **0800 023 4567** or **0300 123 9123** (from mobiles or non-BT lines)

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

Opening hours: Monday to Friday, 8am-8pm

Saturday 9am-1pm

For more information, please see **our** full complaints wording at [rac.ticker.co.uk/complaints](http://rac.ticker.co.uk/complaints).

This insurance is not available in Northern Ireland, the Isle of Man or the Channel Islands. Ticker is a trading name of Ticker Limited, which is an appointed representative of Davies MGA Services Limited, a company authorised and regulated by the Financial Conduct Authority under firm reference number 597301 to carry on insurance distribution activities. Ticker Limited is registered in England and Wales company number 11068409. Registered office at The Wool Barn, Peper Harow Park, Godalming, England, GU8 6BQ.