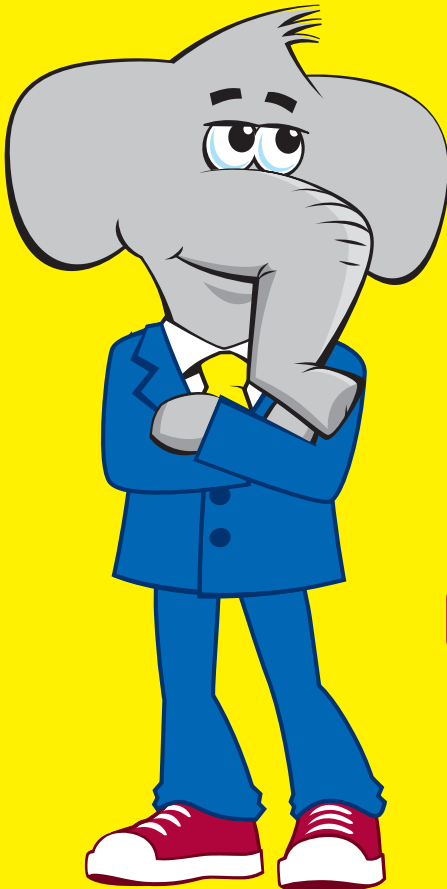


**Your cover with
elephant.co.uk**



elephant.co.uk



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Thanks for insuring your car with us. This guide, 'your cover with elephant.co.uk', describes your contract of private car insurance and legal expenses cover. Please read it carefully and keep it in a safe place with your Motor Proposal Confirmation, your current Policy Schedule and Certificate of Motor Insurance.

Your Policy Schedule shows which sections of our cover apply to you.

If you have chosen:

Comprehensive cover:

All sections of this guide apply

Third Party, Fire & Theft only:

Only sections 2, 3, 5 & 6 apply

Third Party only:

Only sections 3, 5 & 6 apply

General Conditions and General Exceptions

There are Conditions and Exceptions which apply to individual sections of the policy and General Conditions and General Exceptions which apply to the whole policy.

If you want to make any changes to your policy, ask any questions, or let us know about anything that might affect your cover with us please call us on 0871 882 2233. Our office opening hours are 8am to 10pm Monday to Friday, 9am to 5pm Saturday and 10am to 4pm Sunday.

We hope you are happy with your policy. However if it does not meet with your requirements please return all documents including the Certificate of Motor Insurance within 14 days of receipt. We reserve the right to make a charge to cover the costs of setting up your policy. This charge will be detailed on the back of your Certificate of Motor Insurance.

If you'd like to make any comments on our service we'd love to hear from you.

Our commitment to providing a fast, friendly and interactive service will hopefully keep you a happy customer for many years.

Definitions

Whenever the following words appear in this booklet or in your current Policy Schedule, they will have the meaning given below:

We, Us and elephant.co.uk

EUI Limited.

You, Your, The Policyholder

The person named as policyholder on your current Certificate of Motor Insurance.

Certificate of Motor Insurance

The document that is evidence that you have the insurance needed by law, which shows who can drive the car and for what purposes it can be used.

Excess

The amount you must pay towards any claim for damage to or loss of your car. You are responsible for the excess even if the incident is not your fault.

Indemnity

The legal principle which ensures that, after a loss, you are placed in the same financial position, as far as reasonably possible, as immediately prior to the loss.

Private Motor Car

A privately owned motor car manufactured for the carriage of up to eight passengers, which is designed solely for private use and has not been constructed or adapted to carry goods or loads.

Your Car

Any private motor car insured under your policy and as specified on your current Certificate of Motor Insurance and Policy Schedule.

Replacement Car

A car provided by an elephant.co.uk Approved Repairer or another company instructed by elephant.co.uk. This car is not intended to be on a like for like basis with your own car.

Period of Insurance

The length of time covered by this insurance, as shown on your current Certificate of Motor Insurance.

Market Value

The cost of replacing your car with one of a similar make, model, year, mileage and condition based on our assessment of the market prices at the time of the loss. Use of the term 'market' means the market in which you would normally shop for your car e.g. retail value will not apply if you buy your car privately or at an auction. Non-European manufactured cars will be based on European import values or the nearest British equivalent, at our discretion.

Policy Schedule

The document that shows the car we are insuring and the kind of cover you have with us.

Territorial Limits

Great Britain, Northern Ireland, the Isle of Man and the Channel Islands, including travel between any of these.

Total Loss

When we decide your car is uneconomical to repair following an accident, theft, or when your car is stolen and unrecovered.

Contribution

A proportion of the claim you may be asked to pay if we have to replace parts of your car, which were worn or damaged prior to the insured loss. This is to avoid betterment, which would be any improvement to your car beyond the condition it was in before the loss or damage occurred.

Confirmation of your insurance

Your contract of insurance

Insurance has been effected between elephant.co.uk, a brand of EUI Limited, and certain insurers whose names can be supplied on application and which appear on a written form of authority, namely your Certificate of Motor Insurance. This document is evidence of that Insurance.

We have agreed to indemnify You, subject to the terms, conditions, limitations and exclusions contained in this document, against such liability loss, destruction or damage that may occur during any period of insurance directly sustained in connection with your car referred to on your current Certificate of Motor Insurance.

The parties to this contract are You and Us. Nothing in this contract shall create any rights to third parties under the Contracts (Rights of Third Parties) Act 1999 and no variation to this contract, nor any supplemental or ancillary

agreement shall create any such rights unless expressly so stated. This does not affect any right or remedy of a third party which exists or is available apart from this Act.

Several liability notice

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscribing insurer who for any reason does not satisfy all or part of its obligations.

Our authority

In order that this document may be signed and issued as evidence of the Policy of Insurance, the Underwriters mentioned in your Certificate of Motor Insurance have entered into an agreement.

This agreement empowers an authorised Underwriter at EUI Limited to sign and issue this document.



David Stevens, Active Underwriter

elephant.co.uk is a trading name of EUI Limited. Registered at Capital Tower, Greyfriars Road, Cardiff, CF10 3AZ.

Your promise to us

Your policy is proof of the contract between you and us. It is based on the information given by, or for you, when



you applied for this insurance. This information is shown on your Motor Proposal Confirmation Declaration. You promise, as far as you know, that the information you have given us is true.

Reading your policy

You must read your policy as a whole. The General Exceptions and General Conditions on pages 15-20 apply to all sections of your policy.

Governing law

Unless we have agreed otherwise with you, the Insurance Contract with elephant.co.uk shall be subject to the law of England and Wales and the exclusive jurisdiction of the courts and all communication shall be conducted in English.

Comments and complaints

At elephant.co.uk, we are committed to providing the best possible service. However, we understand there may be times when we do not meet your expectations. We want you to let us know straight away if you are unhappy. We will always do our best to resolve any complaint fairly.

How to make a complaint

We understand that making a complaint can be stressful in itself. That's why we want you to be able to complain in any way you choose.

Complaint about your policy

Quality Manager
elephant.co.uk
Capital Tower
Greyfriars Road Cardiff CF10 3AZ

Tel: 0800 952 1199
Email: quality@elephant.co.uk
Fax: 0871 882 8271

Complaint about your claim

Claims Quality Manager
elephant.co.uk
Capital Tower
Greyfriars Road
Cardiff CF10 3AZ

Tel: 0800 952 1331
Email: claimsquality@aisl.uk.com
Fax: 0871 882 8027

Whichever method you choose, a member of staff fully trained in complaint handling will deal with your complaint.

How to escalate your complaint

If we have given you our final response and you are still unhappy, or more than 8 weeks have passed since we received your original complaint, you may refer your complaint to the Financial Ombudsman Service (FOS). Their details are as follows:

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

Tel: 0845 080 1800
Email:
enquiries@financial-ombudsman.org.uk

For more information about how we handle complaints, please call us and ask for a copy of Our Guide to Handling Your Complaint.

Keeping your policy up to date

Important: You must tell us about any material changes in circumstances as we may not be able to offer cover in every case. Failure to notify elephant.co.uk may mean that you will be unable to make a claim under this policy of insurance.

Please call us on 0871 882 2233.

1. Beforehand

- if you intend to modify your car, even if the alteration is only cosmetic
- if you intend to change to a different car
- if you intend to change what you use your car for, (e.g. if you start using it for business travel when you were not covered for this before)
- if you would like to add another driver to your policy

2. Immediately

- if you sell your car
- if you or any driver named on your policy, are involved in an accident or loss, no matter how trivial and even if you do not wish to make a claim
- if you change your home address
- if you change your email address
- if you or any driver named on your policy change occupation

- if you or any driver named on your policy cease to be a permanent UK resident
- if you or any driver named on your policy have been disqualified from driving or have had your licence revoked

3. When you renew your insurance

- of any motoring convictions or fixed penalties you or any driver on your policy had during the year, or any pending prosecutions
- of any accident, theft or loss regardless of fault that you or any driver on your policy have made, excluding those claims made under this policy
- of any other material factors which may influence our decision to insure you

Making a claim

If you or your car are involved in an incident covered by your policy with us please email us immediately at claims@elephant.co.uk or call us on 0844 543 4422.

If the damage to your car is covered under your policy, and your car cannot be driven, we will arrange for one of our Approved Repairers to:

- collect your car from and deliver it to your home or place of work, within a 30 mile radius

- give you a replacement car while your car is being repaired, unless we decide your car is beyond economic repair
- clean your car inside and out following the repairs

All repairs carried out by our Approved Repairers are guaranteed for 3 years.

If you do not wish to use our Approved Repairers, we cannot provide you with a replacement car. You will need to get two estimates from separate repairers and send them to us as a scanned email attachment, by fax, or by post using our freepost address at elephant.co.uk, FREEPOST SWC3635, Cardiff, CF10 3GZ.

If we think that the repair estimate is unreasonable, we may arrange for the removal of your car to another repairer. We may move your car to a safe place, prior to it being repaired or disposed of.

Important: We can't guarantee a replacement car if your car was originally produced for sale outside the EC. Neither can we guarantee to provide a replacement car adapted for any individual's special needs or disability. This car is not intended to be on a like for like basis with your own car.

Free Glass Repair Helpline (open 24 hours a day)

If your policy includes glass cover, and either your windscreen or window is broken, please call our Glass Repair Helpline on 0844 543 4429 so that we can arrange for repair work to be carried out.

ALL ACCIDENTS MUST BE REPORTED WITHIN 48 HOURS, EVEN IF YOU ARE NOT CLAIMING YOURSELF

Section 1: Damage to your car

1. Cover for your car and its accessories

We will cover:

- your car

We will also cover:

- its standard accessories or spare parts while in or on your car
- your car phone, CD player, cassette player or any other audio/visual equipment, as long as they are permanently fitted to your car

In the event of a claim the maximum we will pay against loss or damage to this equipment is 15% of your car's market value or £750 whichever is the lesser amount.

2. What we will pay

We will decide how we will settle your claim. We will pay either:

- to repair your car, subject to any necessary contribution, or
- a cash sum to replace the lost or damaged car or item, not exceeding the market value of your car or item at the time of the damage occurring. (Please note that we may reduce the amount we pay out for any face-off or removable audio/visual equipment if they haven't been removed from your car).

If your car cannot be repaired economically, we will arrange for it to be moved to a place of free and safe storage as soon as possible. The salvage of your car will become our property after settlement.

If any lost or damaged parts are no longer available, we will only pay the cost shown in the manufacturer's latest price guide, together with reasonable fitting costs.

If your car is three years old or more, we may decide to repair it with recycled parts or with parts which have not been made by the car's manufacturer but are of a similar standard.

If you have bought your car by hire purchase, or are leasing it, any money owed to the company involved will be paid directly to the company first and the balance of the monies, if there is one, will be paid to you.

3. What is not covered

We will not pay:

- the first amount of any claim shown in your current Policy Schedule under Excess Details
- for loss or damage to your car or loss of money from selling your car to someone who deceives you
- for loss or damage to your car where the car is taken or driven without your consent by a family member, spouse, or partner
- for loss or damage to your car caused by it being driven after an accident, or other incident

- for loss of use (including the cost of hiring a car)
- for wear and tear
- for mechanical, electrical, electronic, computer failures, breakdowns or breakages
- for damage caused to your tyres by normal road use, braking, cuts, punctures or bursts
- for any loss to the market value of your car as a result of it being repaired
- any modifications unless they form part of the manufacturer's standard specification or are optional extras that we have agreed to cover. See also Extra Conditions (endorsement 11)
- for any damage to your car as a result of a "road rage" incident or deliberate act caused by you or any driver insured to drive your car

You do not have to pay any excess if your car is damaged while with a member of the motor trade for servicing or repair.

4. Keeping your damaged car safe

If you want us to pay for damage to your car, its accessories and spare parts, then you must take steps to make sure it is kept safely until repaired. You can arrange to have your damaged car moved to the premises of the nearest competent repairer. We will pay reasonable charges for safeguarding your car and getting it to and from the repairers. It is important that you tell us immediately of the whereabouts of your car. Any charges



incurred as a result of your failure to notify us are your responsibility.

Remember, you must send any writ, summons or letters to us received in connection with any claim, accident or loss as soon as you receive them.

See also:

Page 15-16 – General Exceptions

Pages 16-20 – General Conditions

Pages 20-22 – Extra Conditions (endorsements)

Section 2: Fire and theft

1. Cover for your car and its accessories

We will cover you for:

- the loss of or damage to your car

We will also cover you for:

- its standard accessories and spare parts while in or on your car. In the event that your car keys are stolen from somewhere other than your car we will pay up to a maximum of £100 for the costs of replacing the locks
- the loss of or damage to your car phone, CD player, radio cassette player or any other audio/visual equipment, as long as they are permanently fitted to your car

In the event of a claim the maximum we will pay against loss or damage to this equipment is 15% of your car's market value or £750 whichever is the lesser amount, where the loss is caused by:

- theft or attempted theft
- fire or lightning

2. What we will pay

We will decide how we settle your claim.

We will pay either:

- to repair your car, subject to any necessary contribution, or
- a cash sum to replace the lost or damaged car or item, not exceeding the market value of your car or item at the time of the damage occurring.

(please note that we may reduce the amount we pay out for any face-off or removable audio/visual equipment if they haven't been removed from your car)

If your car is unrepairable, the salvage of your car will become our property after settlement.

If any lost or damaged parts are no longer available, we will only pay the cost shown in the manufacturer's latest price guide, together with reasonable fitting costs.

If your car is over 3 years old, we may decide to repair it with parts which have not been made by the car manufacturer, but they will be of a similar standard.

If you have bought your car by hire purchase, or you are leasing it, any money owed to the company involved will be paid directly to the company first and the balance of the monies, if there is one, will be paid to you.

3. What is not covered

We will not pay:

- the first amount of any claim shown in your current Policy Schedule under Excess Details

- for loss or damage to your car or loss of money from selling your car to someone who deceives you
- where your car is taken or driven without your consent by a family member, spouse, or partner
- for loss of use (including the cost of hiring a car)
- for loss or damage caused by theft or attempted theft where you or any other person covered under this policy has left your car unlocked and unattended or has left the ignition keys in the car
- for the replacement of your CD player, radio cassette player or any other audio/visual equipment, if we pay you a cash sum to replace your car
- for wear and tear
- for any loss or damage caused by mechanical, electrical, electronic, computer failures, breakdowns or breakages
- for any loss to the market value of your car as a result of it being repaired
- any modifications unless they form part of the manufacturers standard specification or are optional extras that we have agreed to cover. See also Extra Conditions (endorsement 11)
- if the incident is not reported to the police

4. Keeping your damaged car safe

If you want us to pay for damage to your car, its accessories and spare parts, then you must take steps to make sure it is kept safely until repaired. You can arrange to have your damaged car moved to the premises of the nearest competent repairer. You should notify us immediately of the whereabouts of your car. Any charges incurred as a result of your failure to notify us are your responsibility. We will pay any reasonable charges for safeguarding your car and getting it to and from the repairers.

Remember, you must send any writ, summons or letters to us received in connection with any claim, accident or loss as soon as you receive them.

See also:

Page 15-16 – General Exceptions

Pages 16-20 – General Conditions

Pages 20-22 – Extra Conditions (endorsements)

Section 3: Liability to other people

1a. Driving your car

We will cover you for everything you are legally liable to pay resulting from an accident in your car or an attached trailer and:

- someone else is killed or injured
- someone else's property is damaged - Motor third party property damage losses for private cars shall be limited to £20,000,000 per occurrence per policy

This cover also applies to any accident involving a trailer, caravan or broken-down car you may be towing.

1b. Driving other cars

If you qualify under this section, cover is limited to the policyholder and is restricted to Third Party Only. You are only covered when driving private motor cars within our territorial limits.

We will cover you for everything listed in clause 1a when you are driving any other car as long as:

- your current Certificate of Motor Insurance says so
- you hold a valid Driving Licence and are not disqualified
- the other car is not owned by you, a rental car, nor hired to you under a hire purchase or leasing agreement
- you have the owner's permission to drive the car
- you are not covered by any other insurance to drive it
- you still have your car, and it has not been damaged beyond repair, stolen or sold

2. Other people using your car

We will also provide cover for:

- you or your partners employer or business partner while your car is being used for business purposes, provided your Certificate of Motor Insurance permits such use
- anyone covered by your current Certificate of Motor insurance as being insured to drive your car, as

long as they are driving your car with your permission,

- they hold a valid driving licence
- they are not disqualified from driving
- they have not had their licence revoked
- anyone you allow to use but not drive your car, for social or domestic purposes
- anyone who is getting into or out of your car
- the legal personal representative of anyone covered under this section if that person dies

3. Cover for legal costs

If we agree in writing, we will pay the following legal costs and expenses from a claim caused by an accident:

- solicitor's fees for representing anyone we insure at any coroner's inquest, fatal accident inquiry or court of summary jurisdiction
- reasonable legal services which we will arrange for defending a charge of manslaughter or causing death by dangerous or reckless driving
- any other legal costs and expenses if we agree beforehand

4. Cover for emergency medical treatment

We will pay for:

- emergency treatment fees as set out in the Road Traffic Act

5. What is not covered

We will not pay for:

- anyone who has other insurance covering the same liability
- death or injury to anyone while they are working with or for the driver of the car except as required by Road Traffic Law
- damage to property belonging to or held in trust by or in the charge or control of a person claiming to be insured under this section
- loss or damage to property in the care of the person claiming
- any loss, damage, death or injury arising as a result of a "road rage" incident or deliberate act caused by you or any driver insured to drive your car

Remember, you must send any writ, summons, or letters to us received in connection with any claim, accident or loss as soon as you receive them.

See also:

Page 15-16 – General Exceptions

Pages 16-20 – General Conditions

Pages 20-22 – Extra Conditions (endorsements)

Section 4: Windscreen damage

1. Cover for your windscreen

We will pay:

- to repair or replace broken glass in your car's windscreen or windows, and any scratching to the bodywork

caused by broken glass, as long as there has not been any other loss or damage

Our Glass Repair Helpline (open 24 hours a day) is 0844 543 4429

2. What is not covered

We will not pay:

- any excess shown on your current Policy Schedule, unless the glass is repaired rather than replaced in which case no excess applies
- for the provision of a replacement car
- to repair or replace sunroofs or any other glass forming part of your car
- to repair any windscreens, windows, or sunroofs not made of glass i.e. perspex

The most we will pay:

- up to £50 for each incident, if the repair or replacement is not arranged via our Glass Repair Helpline
- we will not pay more than the market value of your car at the time of loss (less the excess), whichever is the less

Claims under this section will not affect your No Claims Bonus.

See also:

Page 15-16 – General Exceptions

Pages 16-20 – General Conditions

Pages 20-22 – Extra Conditions (endorsements)

Section 5: Going abroad

Your policy gives you the cover described in your current Certificate of Motor Insurance for events occurring in:

- Great Britain, Northern Ireland, the Isle of Man and Channel islands
- Any other country which is a member of the European Union
- Norway, Switzerland, Iceland and Croatia

The car is covered whilst it is being transported by air, sea or rail between those countries.

Using your car abroad

Your policy automatically includes a FREE International Motor Insurance Certificate (which you will find on the back of your current Certificate of Motor Insurance) for a maximum of 30 consecutive days in any one trip up to a maximum of 90 days in a year. The International Motor Insurance Certificate is only valid for the above named countries and there is no need to call us if you are taking your car to any of these countries. However, should you wish to travel to any country not included in the above list please call us and we may, in some instances, be able to issue a Green Card for you.

Important: Andorra requires evidence of minimum insurance cover.

Should you wish to travel in this country, you will need to call us on 0871 882 2233. Should you want to travel to Andorra you will need to produce your Green Card to

the authorities upon request. It is important you allow 5 days between your journey and your call to us, for your Green Card to reach you before you travel. Unless you have obtained a Green Card prior to travel, damage or loss of your car (if applicable to your cover) will not be covered.

If you want to make any changes to your policy or need a Green Card before taking your car abroad please call us on 0871 882 2233.

Notice to Northern Ireland policyholders:

You are covered to travel to the Republic of Ireland if your journey is only for social, domestic or pleasure purposes. However, your policy does not cover commuting to or business use in the Republic of Ireland.

See also:

Page 15-16 – General Exceptions
Pages 16-20 – General Conditions
Pages 20-22 – Extra Conditions (endorsements)

Section 6: Your No Claims Bonus

1. What happens to your bonus if you claim

If you make a claim or a claim is made against you, and you do not have protected or guaranteed No Claims Bonus, we will reduce your No Claims bonus as follows:

No Claims Bonus at last renewal date (yrs)	No Claims Bonus at next renewal date (yrs)		
	1 claim	2 claims	3 claims
1	Nil	Nil	Nil
2	Nil	Nil	Nil
3	1	Nil	Nil
4	2	Nil	Nil
5	3	1	Nil

This is a No Claims Bonus and not a no blame bonus. If a claim occurs which is not your fault and we have to make a payment, we will reduce your No Claims Bonus unless we can get back all that we have paid from those who are responsible.

If you wish to protect or guarantee your No Claims Bonus please call our Customer Services Department on 0871 882 2233. Subject to conditions, we will advise if you are eligible to add this to your policy.

If you have any questions about your No Claims Bonus please call us on 0871 882 2233.

If you make a claim and your renewal premium has already been calculated, we reserve the right to amend/remove your No Claims Bonus entitlement and revise your premium.

2. Claims that don't affect your bonus

- payments made for windscreen damage
- payments for emergency treatment fees
- claims which aren't your fault where we have recovered all of our money

Do you have a second car?

elephant.co.uk may be able to match the same No Claims Bonus on the second car. Call us on 0871 882 2233 to find out more.

3. Named drivers no claims bonus

Any no claims bonus earned by a named driver on your policy is valid only on another elephant.co.uk policy. Should that policy cancel, we will only provide a no claims bonus showing the no claims bonus earned on that policy and not include any no claims bonus accrued as a named driver.

See also:

Page 15-16 – General Exceptions
 Pages 16-20 – General Conditions
 Pages 20-22 – Extra Conditions (endorsements)

Section 7: Extra Cover

1. Personal injury benefits

We will cover you and your spouse/civil partner if you are accidentally injured as a result of a road traffic accident in your car and within 3 months of the accident if it directly causes:

- death
- permanent blindness in one or both eyes
- total loss of one or more limbs

We will pay the injured person or their legal representative £5,000. The most we will pay in any one period of insurance is £5,000. If you or your spouse/civil partner have more than one policy with us, we will only pay out under one policy.

However, there is no cover for:

- any person over 80 at the time of the injury
- any injury or death caused by suicide or attempted suicide
- any deliberate injury
- anyone who is driving while under the influence of drink or drugs at the time of the accident

2. Medical expenses

We will pay medical expenses of up to £100 for each person injured if your car is involved in an accident.

3. Personal belongings

We will pay up to £100 for personal belongings in your car if they are damaged or stolen. If you ask us to pay someone else we will have no

further responsibility to you once we have done so.

You are not covered for:

- money, stamps, tickets, documents or securities
- trade goods or samples
- theft of any property insured under any other policy
- theft of any property from an open or convertible car unless the property was locked in the boot or glove compartment
- any claim for theft or attempted theft where you or any other person covered under this policy left the car unattended and unlocked or left the ignition keys in the car

4. Replacement cars

If you have an accident or make a (non glass) claim and our Approved Repairers are authorised to do the work you will get a FREE replacement car while your car is being repaired. Unfortunately we cannot guarantee like for like. The replacement car will be insured by us under your car insurance on the same terms and conditions as your own car.

Important: Replacement cars are not provided if your car has been stolen and remains unrecovered, if it is beyond economic repair, if you do not use one of our approved repairers or if the insured car is a non-European import.

We cannot guarantee to provide a replacement car adapted for any individual's special needs or disability.

5. Car keys

In the event that your car keys are stolen or lost from somewhere other than your car, we will pay up to a maximum of £100 for the cost of replacing the locks.

See also:

Page 15-16 – General Exceptions

Pages 16-20 – General Conditions

Pages 20-22 – Extra Conditions (endorsements)

General Exceptions to your cover

Important: These General Exceptions apply to all policies.

Please read them carefully, and if you have any questions please call us on 0871 882 2233.

We will not cover you for any of the following:

1. Any accident, injury, loss, theft or damage which takes place while your car is being:
 - used by a person or used for any purpose not shown on your current Certificate of Motor Insurance
 - driven by you unless you hold a valid Driving Licence or if you are breaking the conditions of your Driving Licence
 - driven with your consent by someone who does not hold a valid Driving Licence or is breaking the conditions of their Driving Licence
2. where the car is taken or driven without your consent by a family member, spouse or partner
3. Use for hiring, merchandise delivery or use for any purpose in connection with the Motor Trade
4. Use on the Nurburgring Nordschleife, or for racing, pace-making, competitions, rallies, track days, trials or speed tests either on a road, track, or at an off-road 4x4 event
5. Any liability you have under an agreement unless you would have had the liability even if the agreement did not exist
6. Loss of use of your car and any other indirect or consequential loss
7. Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
 - ionising radiations or contamination by radioactivity from any nuclear fuel, or any nuclear waste from the combustion of nuclear fuel
 - the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
8. Any result of war, invasion, terrorism, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military usurped power or confiscation or public authority action except so far as is necessary to meet the requirements of the Road Traffic Acts



6. Any accident, injury, loss or damage (except under Section 3 - Liability to other people) caused by:

- earthquake
- riot or civil commotion outside Great Britain, the Isle of Man or the Channel Islands

7. The ownership, operation, maintenance or use of any car the principal use of which is:

- the transportation of high explosives or any other similar explosive
- the bulk transportation of liquefied petroleum or gasoline
- the transportation of chemicals or gasses in liquid, compressed or gaseous form

8. Motor Traders Risks

9. Any accident, injury, loss or damage when your car is in an area or airport premises where aircraft are usually to be found taking off, landing, manoeuvring or parked or to which the public does not have free vehicular access

10. Public emergency service vehicles

General Conditions of your cover

Important: These General Conditions apply to all policies.

Please read them carefully, and if you have any questions please call us on 0871 882 2233.

1. Your duty to us

We will only provide you with the cover set out in this policy if:

- you or anyone else claiming cover under this policy has kept to all the terms and conditions of the policy
- the information you gave on your Motor Proposal Confirmation and Declaration, or Claim Form is true and complete.

2. Claims procedure

If you or your car are involved in any type of claim or loss, you must tell us about the incident within 48-hours. If your claim is for glass damage only, call our FREE Glass Repair Helpline on 0844 543 4429.

You must:

- report any claim, accident, theft or loss to us within 48 hours regardless of fault. Failure to do so could result in us refusing to indemnify you. This could mean you will be responsible for the cost of the claim
- send any writ, summons or letters to us received in connection with any claim, accident or loss as soon as you receive them. Failure to do so could result in us refusing to indemnify you. This could mean you would be responsible for the cost of the claim
- tell us at once if you receive any notice of prosecution, inquest or fatal enquiry

- give us all the information about the claim that we need, and email us a completed Claim Form
- report any claim for theft or when your car has been taken without your consent immediately to the police and obtain a crime reference number within 24 hours

You must not:

- admit that the accident was your fault
- attempt to negotiate the settlement of the claim unless we have given you our written permission by letter or email

We are entitled to:

- conduct the defence or settlement of any claim on your behalf
- take legal action over any claim in your name or the name of any person insured on the policy for our own benefit
- admit negligence for any accident or claim on your behalf
- exchange information with other parties involved with the accident or claim

Avoidance of certain terms and right of recovery.

Nothing in this policy will affect the right of any person indemnified or of any other person to recover an amount under or by virtue of the provisions of the law of any country in which this policy operates relating to the insurance of liability to third parties. However you will

have to repay to us all sums which we have paid but would not otherwise have paid had the provisions of the laws of such countries not applied.

3. Care of your car

You or any other person covered by this insurance must:

- protect your car from loss or damage
- make sure your car is roadworthy
- allow us to inspect your car at any reasonable time if we ask you

If an accident happens and the condition of the vehicle caused or contributed to the accident, cover will be restricted to our liability under the Road Traffic Act. We reserve the right to recover any resulting costs from you, the driver or any other party who may have affected the condition of the vehicle.

4. Cancelling your policy

You may cancel this policy at any time by contacting us.

You have a 14 day cooling-off period from the receipt of your Welcome Pack to cancel your policy, subject to you not making a claim. We reserve the right to make a charge to cover the costs of setting up your policy. This charge will be detailed on the back of your current Certificate of Motor Insurance. Should your policy be cancelled outside the 14 day cooling-off period the charges on the back of your current Certificate of Motor Insurance will apply.



We may cancel this policy at any time by sending seven days notice in writing to your last known address. If a claim is made or has arisen during the period of insurance the full premium is due and no refund will be given. This applies in all circumstances regardless of payment method.

You must pay any outstanding premium within 10 days of your policy being cancelled. Delayed payments may incur added charges. You must return your current Certificate of Motor Insurance to cancel the policy.

Should your car be stolen and/or deemed to be a total loss we will cancel your policy without prior notice by writing to your last known address and will deduct any outstanding premium owed to us from any payment to you. If your car is a total loss please refer to General Condition 10 on page 19.

In all cases the current Certificate of Motor Insurance must be returned to us.

5a. Instalment Payers

If you miss a payment

- if we are unable to collect any instalment by the due date we will regard this as cancellation, as per General Condition 4 of this policy.

If you have not paid your premium

- if you have not paid all your premium we may take any unpaid premiums from any claim settlement we make to you. If we pay you for a total loss claim we will deduct all unpaid premium from your claim settlement.

To ensure that there is no interruption in your cover, shortly after the renewal date of the policy we will automatically apply for payment of the premium due from the bank/building society details we hold on record. If you did not wish to renew and we have applied for payment we will make a full refund on receipt of proof of alternative insurance and the return of the current Certificate of Motor Insurance, issued to you by elephant.co.uk.

5b. Credit/debit card payments

If you pay for any part of your premium by credit/debit card and the payment is rejected, we can cancel your policy, as per General Condition 4 of this policy.

If we pay for a total loss claim, we will deduct all outstanding premiums from your claim settlement.

To ensure that there is no interruption in your cover, shortly after the renewal date of the policy we will automatically apply for payment of the premium due from the card details we hold on record. If you did not wish to renew and we have applied for payment we will make a full refund on receipt of proof of alternative insurance and the return of your Certificate of Motor Insurance.

Any refund due on your policy must be returned to the original credit or debit card.

6. Settling disagreements

If we have agreed to a claim, but there is a disagreement on the amount to be paid, the problem must be referred to the Quality Manager, please email us at quality@elephant.co.uk. If the matter

remains in dispute the problem must be referred to an arbitrator.

7. Dual insurance

If you have other insurance which covers the same liability, loss or damage we will only pay our share of the claim. This does not apply to personal injury benefits.

8. Car sharing

We will not indemnify you for any loss arising out of the use of your car for carrying passengers for hire or reward. However, you can accept money for fuel if you carry passengers for social or similar purposes as part of a car sharing arrangement as long as:

- your car is not made or adapted to carry more than eight passengers
- you are not carrying the passengers as customers of a passenger carrying business
- you do not make a profit from carrying the passengers

9. Fraud

If you or anyone acting for you misrepresents or deliberately fails to disclose material facts at inception, at any time during the term of the policy or at renewal of the policy that would materially impact either the terms and conditions or the issue or renewal decision itself, we will cancel or void your policy and all other policies to which you are connected within EUI Limited. We will seek to recover any costs we have incurred and will not return any premium.

We will not pay a claim which is in any part fraudulent, false, exaggerated or if you or anyone acting for you makes a claim in a fraudulent or false way, or where we have been given any documents which are false or stolen. We will cancel or void your policy and all other policies to which you are connected within EUI Limited. We will seek to recover any costs we have incurred and will not return any premium.

10. Total loss of your car

This is when we decide your car is uneconomical to repair following an accident, theft, or when your car is stolen and unrecovered.

If your car is a total loss, your car will become our property. All cover, including the driving of other cars extension if applicable, is then cancelled for you and any other drivers on the policy. We will deduct any outstanding premium owed to us from any claims settlement we make to you as we will have met our responsibilities under the policy.

We will not pay a claim if there has been a non-disclosure of material information that would have influenced our assessment and acceptance of the policy and/or claim.

11. Drink and drugs clause

If an accident happens and as a result you or any person entitled to drive under section 5 of your current Certificate of Motor Insurance is convicted of an offence involving drink or drugs, or was driving when under the influence of drink or drugs, cover will be restricted to our liability under the Road Traffic Act.

We reserve the right to recover all sums paid in respect of any settlement of any such claim (including the costs of the claimants).

12. Suspension of cover

We can suspend your policy if you are replacing your car, providing you haven't made any claims. For more information, please call us on 0871 882 2233.

If you sell your car and you are thinking of replacing it before your policy expires, and providing that no claims have been made, you can suspend your policy until you buy your next car.

Once we receive your current Certificate of Motor Insurance we will suspend your policy. When you buy your next car you must call us on 0871 882 2233. If possible, and subject to our underwriting criteria, we will reinstate your cover and adjust your outstanding balance.

If you have not replaced your car by the time your policy is due to renew, your policy will be cancelled from the date we receive your current Certificate of Motor Insurance.

13. Instructions

For your benefit and to ensure an efficient administration process, we may discuss with and take instruction for changes to your policy from, either yourself, your spouse or partner, parents, and from drivers already named on the policy. If you do not wish us to do this then please write to the Quality Manager, Capital Tower, Greyfriars Road, Cardiff CF10 3AZ.

In the event of a change to your policy or should we be required to reissue documentation, we may charge an administration fee. We reserve the right to alter this fee without notice.

14. Residency

We will only provide you with the cover set out in this policy if you and/or any additional drivers on your policy are permanent UK residents.

If you intend to leave the country for 30 days or more and you are not taking your car, you must call our Customer Services Department on 0871 882 2233 to tell them.

Extra Conditions (endorsements)

Important: See your current Policy Schedule for details of the endorsements that apply to your policy.

Remember: Not all of them will apply to your policy.

These Extra Conditions (endorsements) only apply if shown on your current Policy Schedule. Please read your current Policy Schedule to see which of these endorsements apply to your particular policy:

1. Provisional licence holder

We will not provide any cover if your car is being driven by, or is in the possession of, a provisional driving licence holder who is not keeping to the terms and limitations of that licence.

2. Excluding drivers under 25

We will not provide any cover if your car is being driven by, or is in the charge of any person specifically excluded in the Policy Schedule.

3. Excluding foreign use

We will not provide a Green Card for driving your car abroad. Your cover is limited to the minimum legal requirement of the country you are driving in.

4. Not applicable.

5. Protected No Claims Bonus

If you have Protected No Claims Bonus and:

- you make two claims within three consecutive insurance terms we will remove the protection at renewal
- you make three claims within three consecutive insurance terms we will remove the protection at renewal and reduce your No Claims Bonus by two years
- you make more than three claims within three consecutive insurance terms we will remove the protection at renewal and reduce your No Claims Bonus to zero

Important: If you make a claim during your insurance term you will not earn any No Claims Bonus entitlement for that insurance term.

Protected No Claims Bonus does not protect your premium from increase at renewal. However, our motor premium calculation will include the No Claims Bonus discount to which you are entitled.

If you make a claim and your renewal premium has already been calculated, we reserve the right to amend/remove your No Claims Bonus entitlement and revise your premium.

6. Guaranteed No Claims Bonus

Your No Claims Bonus will not be affected at renewal if you make any claim on this policy.

Important: If you make a claim during your insurance term you will not earn any No Claims Bonus entitlement for that insurance term.

Guaranteed No Claims Bonus does not guarantee your premium from increase at renewal. However, our motor premium calculation will include the No Claims Bonus discount to which you are entitled.

If you make a claim and your renewal premium has already been calculated, we reserve the right to amend/remove your No Claims Bonus entitlement and revise your premium.

7. Excluding drivers under 25 (other than specified person/s)

We will not provide cover if your car is being driven by or is in the charge of anyone under 25, unless that person is named next to this endorsement in your current Policy Schedule.

8. County council interest (loan agreement)

Any company or organisation named against this endorsement number in your current Policy Schedule has a loan agreement with you in connection with your car.



9. Note owner interest

Your car is owned by the person or organisation named against this endorsement.

10. Excluding driver/s

We will not provide cover when your car is being driven by, or is in the charge of, an excluded driver.

11. Standard parts replacement

elephant.co.uk does not cover any non standard parts (modifications), or anything which alters the performance of your car.

If you make a claim for loss or damage to your car, we will only pay the cost of replacing parts needed for the car to meet the manufacturer's standard specification. Manufacturers optional extras are only covered if they have been declared and we have agreed to cover them.

12. Trailer cover

Any trailer attached to your car will have cover under Section 3 of this policy if:

- you have given us full details of the trailer and
- you own the trailer or it is hired to you under a hire purchase agreement.

13. Audio/Visual equipment limit

The most we will pay under Sections 1 and 2 for fitted radios, cassette players, car phones and any other audio/visual equipment is the amount shown next to this endorsement in your current Policy Schedule.

14. No suspension of cover

We will not suspend any cover on this policy.

15. Drink and drugs clause

If an accident happens and as a result you or any person entitled to drive under section 5 of your current Certificate of Motor Insurance is convicted of an offence involving drink or drugs, or was driving when under the influence of drink or drugs, cover will be restricted to our liability under the Road Traffic Act.

We reserve the right to recover all sums paid in respect of any settlement of any such claim (including the costs of the claimants).

16. Suspension of cover

All cover under this policy is suspended.

17. Excluding drivers under 30 (other than specified person/s)

We will not provide cover if your car is being driven by, or is in the charge of anyone under 30, unless that person is named next to this endorsement in your Policy Schedule.

Privacy and Security Statement

1. Introduction

This Privacy Statement will help you understand how we collect, use and protect your personal information when you interact with us. Please take a few moments to read the sections below and learn how we may use your personal information. You should also show this notice to anyone else who may be insured to drive under your policy. You acknowledge that by providing your personal information to us, you consent in its processing in accordance with this Privacy Statement.

2. How your information will be used

General

We will use your information for:

- Processing your quotes
- Administering your policy including claims handling
- Fraud prevention and detection
- Credit scoring or other automated decision-making systems
- Administering debt recoveries
- Verifying your identity when required
- Undertaking market research

- Keeping you informed about promotions and new developments by email, telephone or post.

Marketing

EUI Limited will also use your information for marketing purposes:

- Keeping you informed of products and services, including but not limited to car insurance (e.g. other automotive or financial products, or other carefully selected offers which we believe may interest you), from us and other companies.

If you do not want your personal information to be used this way, visit <https://secure.elephant.co.uk/optOut/optOut.phtml> or write to the Marketing Department, EUI Limited, Capital Tower, Greyfriars Road, Cardiff, CF10 3AZ, who will ensure that your information is not used for these purposes.

Policies with more than one car

In circumstances where more than one car is insured under the policy, any personal information for any drivers named on the policy, including that of a sensitive nature such as claims and conviction history, will be used for underwriting purposes and may be disclosed to others named on the policy. You should be aware that by providing personal information about yourself or others you agree to its possible disclosure. We will also use contact details provided by you to remind pending drivers named on your quotation that their car is due to join the policy at the appropriate time.

Policy changes

For your benefit and in order to ensure an efficient administrative process, we may discuss with and take instruction to change your policy from these people:

- You, your spouse or partner, your parents, and drivers already named on the policy
- If, however, more than one permanent car is insured under the policy we will only take instruction for changes from you or a driver named on your cars current Certificate of Motor Insurance.

Find more information about the types of changes which can be made this way in your policy booklet. If you do not want us to do this, then please write to the Quality Department, Capital Tower, Greyfriars Road, Cardiff, CF10 3AZ.

At renewal

In order to offer you continuous cover on your policy, EUI Limited will arrange for your policy to be automatically renewed. You should be aware that we can only guarantee automatic renewal when:

- You have made us aware of any changes to your policy details
- The credit/debit card details have not changed
- The credit/debit card holder has given their explicit consent to his or her card being charged at renewal.

Unless we hear to the contrary, EUI Limited is entitled to assume at renewal that your details have not changed and you have the consent of the card holder.

If you wish to make changes to your policy then, unless you inform us otherwise, EUI Limited will charge the payment details (card or bank account) held on record for any additional amount due.

You may inform us of any changes or opt out of automatic renewal at any time by contacting our Customer Service department.

We may also contact you with a reminder that your insurance is due for renewal.

Disclosure

We may disclose information about you and your policy:

- To companies within the Admiral Group (For the purposes of this Privacy Statement, "Admiral Group" means Admiral Group plc and any company or entity in which Admiral Group plc owns more than 15% of the issued share capital. Companies in the Admiral Group shall include, without limitation, EUI Limited, Admiral Syndicate Management Ltd, Admiral Syndicate Ltd, Admiral Insurance Company Ltd, Admiral Insurance (Gibraltar) Ltd, Inspop.com Ltd, Able Insurance Services Ltd and any other company that is incorporated within the Admiral Group at any time in the future)

- In the event that we undergo re-organisation or are sold to a third party, in which case you agree that any personal information we hold about you may be transferred to that re-organised entity or third party
- Where it is necessary to deliver the products and services bought by you. For example, we may disclose your personal information to a credit card company to validate your credit card details and obtain payment. It may also be necessary for us to pass your personal information to the organisation from whom you have ordered any products or services other than your EUI Limited insurance product, such as a travel insurance or a personal accident cover provider, etc. At all times, EUI Limited will remain the Data Controller unless we inform you otherwise
- We may also be obliged to disclose your personal information to meet any legal or regulatory requirements in accordance with the law

3. Collecting Information

Personal

We will collect your personal information when:

- You ask for a quote
- You purchase our products and services
- You make customer enquiries
- You register for information or other services
- You respond to communications or surveys
- When providing information about others who may be insured you confirm that you have the consent of these individuals to supply their personal information.

The type of personal information we may collect could include:

- Name and address, date of birth and gender
- Telephone numbers and email address
- Credit/debit card details
- Lifestyle and other information
- We may also collect information defined as “sensitive data” within the Data Protection Act 1998. This includes:
 - Medical history
 - Claims history
 - Criminal convictions etc.

By accepting your policy with us you agree to our collecting such information. We are unable to offer you any insurance product unless you provide explicit consent for the collection and use of such sensitive data as defined in the Act.

We may also monitor or record calls, emails, text messages or other communications in accordance with UK law, and in particular for:

- Business purposes such as quality control and training
- Processing necessary for entering into or performance of a contract

- Prevention of unauthorised use of our telecommunication systems and websites
- Ensuring effective systems operation
- Meeting any legal obligation
- Protecting your vital interests
- Prevention or detection of crime
- For the legitimate interests of the data controller

Please visit www.dataprotection.gov.uk or www.dti.gov.uk for further information.

All personal information will be held in the strictest confidence and used only for the purposes for which we collect it. If you would like us to remove any personal information from our records, then please write to us at our Customer Services Department, Capital Tower, Greyfriars Road, Cardiff CF10 3AZ. We will make all reasonable efforts to delete your information from our files if it is deemed appropriate.

Non-personal information collected online

You can visit our website without disclosing any personal information, although we may use cookies to collect non-personal information about your browsing. ("Cookies" are small pieces of information sent by a web server to a web browser which enable the server to collect information. Find out more at www.cookiecentral.com).

We use cookies for a number of purposes, including:

- Simplifying logging on for users
- Ensuring the security of registered users
- Enabling traffic monitoring

You don't need to allow your browser to accept personal cookies, you must have session cookies enabled if you wish to quote online or access any areas reserved for registered users. Session cookies do not hold personal information. Without them, we are unable to provide you with a quote.

Third parties serve cookies via this site. They are used to help us compile anonymous, aggregated statistics that allow us to understand how users use our site and to help us improve the structure of our website. Neither we nor any third party can identify you personally in this way. For more information and to opt out of cookies used for this purpose please visit www.websidestory.com/privacy.

If you have any queries regarding cookies and our use of them, please contact the Information Security Officer on 029 2043 4252.

Please be aware that our website will contain links to other websites. We accept no responsibility or liability for the content of these websites. If you choose to visit another website via our website, you will need to contact them separately to have your personal information deleted from any list they might hold.

4. Confidentiality

We will endeavour to treat your personal information as private and confidential. Other than under the terms of this Statement, we will not disclose any of your information to anyone.

We would like to bring to your attention our obligations to disclose information in the following four exceptional cases permitted by law, and the other situations set out below. These are:

- Where we are legally compelled to do so
- Where there is a duty to the public to disclose
- Where disclosure is required to protect our interest
- Where disclosure is made at your request or with your consent

Also, from time to time we will employ agents and subcontractors to process your personal information on our behalf. The same duty of confidentiality and security will apply to them and all processing will be carried out under our instruction.

If you make a complaint about the service we have provided, we may be obliged to forward details about your complaint, including your personal information, to the relevant ombudsman. You can be assured that they are similarly obliged to adhere to the Data Protection Act and keep your personal information strictly confidential.

In the unfortunate event that you have to make a claim then we will need to disclose information with any other party involved in that claim. This may include:

- Third parties involved with the claim, their insurer, solicitor or representative
- Medical teams, the police or other investigators

If necessary we may also have to investigate your claims and conviction history in the course of administering the claim. You can be assured that we will keep such investigations strictly confidential.

Insurers pass information to the Claims Underwriting and Exchange Register, run by Insurance Database Services (IDS) and the Motor Insurance Anti-Fraud and Theft Register, run by the Association of British Insurers (ABI). This helps insurers check information and prevent fraudulent claims. When we deal with your request for insurance we may search these registers. Under the conditions of your policy, you must tell us about any incident (such as an accident or theft) which may give rise to a claim. When you tell us about an incident we will pass information to the Registers.

Your policy details will be added to the Motor Insurance Database (MID), run by the Motor Insurers' Information Centre (MIIC). MID data may be used by the DVLA and the DVLNI for Electronic Vehicle Licensing and by the police for establishing whether a driver's use of a

vehicle is likely to be covered by a motor insurance policy and/or for preventing and detecting crime. If you are involved in an accident (in the UK or abroad), other UK insurers, the Motor Insurers' Bureau and MIIC may search the MID to obtain policy information. Persons pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain information which is held on the MID. Find out more at www.miic.org.uk.

We make searches about you at credit reference agencies who will supply us with information, including the Electoral Register and credit information. The agencies will record details of the search whether or not your application proceeds. The searches will not be seen or used by lenders to assess your ability to obtain credit. We may use scoring methods to assess this application and to verify your identity. Credit searches and other information which is provided to us and/or the credit reference agencies, about you and those with whom you are linked financially, may be used by EUI Limited and other companies if you, or other members of your household, apply for other facilities including insurance applications and claims. This information may also be used for debt tracing and the prevention of money laundering as well as the management of your account. Alternatively, we may ask you to provide physical forms of identification.

Fraud prevention and detection notice

In order to prevent and detect fraud insurers may, at any time:

- share information about you with our other group companies
- pass details to Insurance Hunter, a central insurance application and claims checking system, whereby it may be checked against information held by Insurance Hunter and shared with other insurers

If false or inaccurate information is provided and fraud is identified details will be passed to fraud prevention agencies.

Law enforcement agencies may access and use this information.

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

- checking details on applications for credit and credit related or other facilities
- managing credit and credit related accounts or facilities
- recovering debt
- checking details on proposals and claims for all types of insurance
- checking details of job applicants and employees

Please contact us on 0800 052 3144 if you want to receive details of the relevant fraud prevention agencies.

We and other organisations may access and use, from other countries, the information recorded by fraud prevention agencies.

5. Information Security

On our websites we protect any information you have given us by providing you with a User ID and password. We also use industry standard secure sockets layer (SSL) 128 bit encryption technology to encrypt sensitive information.

The User ID and password helps us to protect your personal information. You may need a User ID and password to access your personal information on our website. You must keep this password safe and must not disclose it to anyone. We will accept no responsibility or liability if a third party obtains and uses your User ID and password. You must tell us immediately if you have lost your User ID or password, or if you believe a third party may have obtained it. Please also tell us if you would like us to change your User ID or password for any reason.

When you ask for a quote from us, we will process the data on a secure server. Microsoft Internet Explorer and Netscape Navigator will confirm that you are in a secure area by displaying an unbroken key or lock in the bottom right hand corner of your browser window.

Some organisations have a security feature called a firewall to protect their computer systems. These firewalls may prevent you from connecting to our secure server to get a quote. If you are at work and cannot connect to our site, please speak to your IT administrator to learn more.

Please be aware that communications over the Internet, such as emails or webmails, are not secure unless they have been encrypted.

Your communications may route through a number of countries before being delivered – this is the nature of the Internet. We cannot accept responsibility for any unauthorised access or loss of personal information that is beyond our control.

It may be necessary to transfer your personal information to other Group companies or service providers located outside of the European Economic Area. The data protection and other laws of these countries may not be as comprehensive as those in the UK or the EEA – in these instances we will take steps to ensure that your privacy rights are respected.

6. Access to your information

You can write to us at any time to obtain details of the personal information that we may hold about you. Please write to the Data Protection Officer, EUI Limited, Capital Tower, Greyfriars Road, Cardiff CF10 3AZ. Please provide your name, address and policy number and tell us what information you would like.

We will take all reasonable steps to confirm your identity before providing you with details of any personal information we may hold about you. Please provide two forms of identification such as a copy of a driving licence, passport, or document containing your



signature, and a copy of a recent utility bill that confirms your address.

In accordance with the Data Protection Act 1998, we are entitled to charge £10 to cover the administration costs. Please make cheques payable to "EUI Limited".

7. Privacy Support

We reserve the right to amend or modify this Privacy Statement at any time and in response to changes in applicable law.

The Data Controller is EUI Limited (registered number 02686904). Admiral, Bell, Diamond and elephant.co.uk are

trading names of EUI Limited. At all times EUI Limited will remain the ultimate data controller. In this Privacy Statement "we", "us" and "our" means EUI Limited.

If you have any enquiry about our data protection and privacy practices, please write to the Data Protection Officer as above.

Policy Summary

This policy summary provides key information about Motor Legal Protection which you should read. Full terms and conditions of the policy are contained after this Policy Summary on pages 33 to 41.

Your cover will be valid for the duration indicated on your Certificate of Motor Insurance.

Motor Legal Protection is a legal expenses insurance contract which helps you to recover uninsured losses and costs from the person responsible for the accident following a vehicle collision.

Motor Legal Protection is underwritten by IGI Insurance Company Limited, Market Square House, St. James's Street, Nottingham, NG1 6FG who are authorised and regulated by the Financial Services Authority.

Features and benefits	Significant exclusions or limitations	Policy section
<p>Uninsured Loss Recovery and Personal Injury We; or if we agree it is necessary, external lawyers that we will appoint; will negotiate to recover uninsured losses and costs following a collision between the insured vehicle and another vehicle which:</p> <p>(a) causes damage to the insured vehicle or to personal property in it or (b) Injures or kills the insured person.</p>	<p>External costs are limited to £100,000 and this includes opponents' costs.</p> <p>The insured person must be in or on the insured vehicle at the time of the collision.</p> <p>Costs incurred before Albany Assistance Ltd agrees to appoint a representative to help an insured person.</p> <p>Albany Assistance Ltd is free to choose a representative to help the insured person.</p>	<p>Definitions: Limit of Indemnity</p> <p>Definitions: Insured Event</p> <p>Exclusions: (17)</p> <p>Representation: (d)</p>
<p>Territorial limits Certain Members of the EU</p>		<p>Meaning of words: Territorial limit.</p>

Cancellation right

We hope you are happy with the cover this Motor Legal Protection provides. However, you may cancel this policy without notice within 14 days of taking it out. After this you can cancel it at any time by telling the person who sells you this insurance, subject to 21 days notice of cancellation.

Making a claim

If you have a claim please ring to tell us about it as soon as possible and within six months of your accident. Telephone 0844 543 4422 to report your claim.



How to make a complaint

If you have a complaint regarding the Motor Legal Protection, please call us on 0800 077 8165. It is our experience that most complaints can be sorted out by speaking to the staff directly responsible for your claim. Should you remain dissatisfied or feel your complaint remains unresolved, please write to the Quality Compliance Executive, Albany Assistance Ltd, Redmond House, Fern Court, Bracken Hill Business Park, Peterlee, Co Durham, SR8 2RR.

If after making a complaint, you are still unhappy and feel your complaint has not been resolved to your satisfaction, you have the right to refer the complaint to the Financial Ombudsman Service.

The contact information is: The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR. Telephone: 0845 080 1800. E-mail: enquiries@financial-ombudsman.org.uk

IGI Insurance Company Limited is covered by the Financial Service Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if IGI Insurance Company Limited cannot meet its obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 100% of the first £2,000 and 90% of the remainder of the claims costs. You can get more information about the compensation scheme arrangements from the FSCS.

The contact information is: The FSCS, 7th Floor, Lloyds Chambers, Portsoken Street, London. E1 8BN. Telephone: 020 7892 7300. E-mail: enquiries@FSCS.org.uk

Terms and Conditions

THE UNDERWRITERS upon payment of the premium agree to indemnify the Insured and Insured Person(s) against Legal Costs and Expenses subject to the Policy Terms, Limit of Indemnity, Exclusions and Conditions herein in respect of an Insured Event, which occurs within the Territorial Limits and occurs during the Period of Insurance.

Definitions

In this insurance policy the meaning of the following words will be:

Appointed Representative

means the Solicitor or other appropriately qualified or experienced person or persons appointed to act for the Insured Person.

Claim

means a civil claim for damages for Uninsured Losses arising out of an Insured Event.

Coverholders

means Albany Assistance Ltd.

Insured

means the person, firm or company who is entitled to participate in the Uninsured Loss recovery service offered by the Coverholders and has paid the premium or whose Participating Agent has agreed to pay the premium on their behalf.

Insured Event

means an accident arising from the negligence of a Third Party, which results in the Insured Person incurring Legal Costs and Expenses in bringing a Claim relating to:

- Loss of or damage to the Insured Vehicle;
- Damage to any personal property owned by the Insured Person or for which the Insured Person is legally responsible while such property is in or on the Insured Vehicle;
- Death or personal injury to the Insured Person whilst in, on, mounting or dismounting from the Insured Vehicle

Any such accident must occur within the Period of Insurance and within the Territorial Limits of this Policy.

Insured Person

means You and any person authorised to drive the Insured Vehicle under Your Motor Insurance Policy or any authorised passenger at the Coverholders discretion in or on the Insured Vehicle who are claiming under this Policy with Your consent, or Your or their legal representative in the event of death.

Insured Vehicle

means any motorcar, motorcycle and/or sidecar, commercial vehicle or trailer attached to those vehicles owned or leased by You and specified in Your underlying Motor Insurance Policy.

Legal Costs and Expenses

in relation to an Insured Event means any legal fees, costs and disbursements reasonably and properly incurred in relation to a Claim and any consequent Legal Proceedings:

1. By the Appointed Representative, including fees of Counsel instructed by him when acting on behalf of the Insured Person in bringing a Claim, and in any event is limited to the standard rate.
2. By any other party to the Claim which the Insured Person is liable to pay as a result of an order or award of the court or other tribunal or a negotiated settlement provided that such settlement is made with the agreement of the relevant Underwriters, and in any event is limited to the standard rate.

Legal Proceedings

means all work necessary regarding a Claim with the approval of the Underwriters, subject to the jurisdiction of courts within the Territorial Limits. Appeals from such hearings are also included when We are notified by the Insured Person of their wish to appeal at least five working days before the deadline for giving notice of appeal expires. We must also consider the appeal to have reasonable prospects of success. Advice and assistance, but not representation will be provided in matters dealt with in arbitration and also small claims in the Sheriff Courts in Scotland.

Limit of Indemnity

means a maximum of £100,000 for all Legal Costs and Expenses of the Insured Person and including opponent's costs, where awarded, arising out of any one Insured Event.

Motor Insurance Policy

means the policy of insurance issued to You in compliance with the Road Traffic Act valid at the time of the Insured Event.

Participating Agent

means EUI Limited who are authorised to sell this Policy to the Policyholder on behalf of Us and the Underwriters.

Period of Insurance

means from the start date to the termination date of this Policy, as advised, and any subsequent period for which You have paid the full premiums due.

Policy

means this policy of insurance.

Policyholder

means the person, firm or company who has taken out this Policy and has paid the premium.

Territorial Limits

means Great Britain, Northern Ireland, Isle of Man, Channel Islands, Austria, Belgium, Denmark, Finland, France, Germany, Greece, Republic of Ireland, Italy, Luxembourg, Netherlands, Norway, Portugal, Spain, Sweden and Switzerland.

Third Party

means the other person(s) and/or party(s) responsible for the accident, excluding the Insured Person (as defined in this Policy).

Underwriters

means I.G.I. Insurance Company Limited

Uninsured Loss

means any loss, including injury, compensation or consequential loss sustained by the Insured Person from an Insured Event not covered by the Insured Person's underlying Motor Insurance Policy.

We, Us, Our

means Albany Assistance Ltd and/or the Underwriters.

You, Your

means the Policyholder and/or Insured.

Conditions

1. Compliance and precautions

You and the Insured Person must comply with all of the terms and conditions of this Policy and take all reasonable precautions to minimise the cost of Claims or Legal Proceedings and attempt to prevent any event, which may cause a Claim.

2. Reporting the claim

The Insured Person must immediately report to Us either directly or via EUI Limited any accident, which may give rise to a Claim under this Policy and must complete any forms requested. The Insured Person must supply, without

delay, all information the Appointed Representative or We require or reasonably request. All information and forms must be sent to Us at the address shown on the claim form. The Insured Person must not do anything, which may prejudice their claim.

3. Acceptance of a claim

Where We accept a Claim, We will notify the Insured Person or the Participating Agent in writing as soon as practicable.

4. Representation

- (a) The Underwriters and We on their behalf reserve the right to make Our own investigations into the case.
- (b) We also have the right to negotiate and settle the Claim, in the Insured Person's name, before an Appointed Representative is instructed,
- (c) Where appropriate We will pass the matter to an Appointed Representative to handle and conduct the Claim who will be instructed in the name of the Insured Person and who may negotiate and settle the Claim on their behalf.
- (d) Where Legal Proceedings are necessary or where the Claim includes a Claim for personal injury or death or where it is otherwise required such Appointed Representative shall be a solicitor nominated by Us. The Insured Person is free to accept or reject such nomination and appoint instead a Solicitor of their own choice but subject to their duty to minimise the costs of any Claim and/or Legal

Proceedings. We will accept such a substitute nomination provided the request is made in writing to Us, We are satisfied that the solicitor is reasonably experienced in handling the subject matter of the dispute and they sign Our Non-panel Solicitor Terms and Conditions.

Any dispute arising from the Insured Person's choice may be referred to arbitration as set out in Clause 13 below.

- (e) There will only be a transfer of representation to another Appointed Representative if there is a good reason to do so.

5. Control of the claim

- (a) The Insured Person must co-operate fully with Us and the Appointed Representative and in particular We and the Appointed Representative must be kept continually and promptly informed of all developments relating to the Claim of which the Insured Person is aware and must be provided immediately with all information, evidence and documents relating to the Claim in their possession.
- (b) We shall have direct access to the Appointed Representative at all times in relation to any Claim.
- (c) The Insured Person must instruct the Appointed Representative to produce to Us immediately any documents, information or advice in their possession. The Insured Person must also give the Appointed Representative such prompt, proper

and reasonable instructions in relation to the Claim and the conduct of any litigation, as The Underwriters or We require.

- (d) The Insured Person should advise us directly or through their Appointed Representative immediately of all offers to settle or Payments into Court in respect of the Claim. No offer of settlement or negotiation can be made without Our agreement.
- (e) If the Insured Person does not accept the offer or Payment into Court and We consider that the outcome of the case will not be bettered We reserve the right to withdraw cover and will not be responsible for any further Legal Costs and Expenses after the offer or payment into court was made.
- (f) We may discharge Our liabilities to the Insured Person under this Policy by paying an amount equal to that claimed.
- (g) The Insured Person shall take all reasonable steps to keep the costs of the Claim or any Legal Proceedings to a minimum.
- (h) The Insured Person must send to Us directly or authorise the Appointed Representative to send to Us all bills for Legal Costs and Expenses, orders or awards for costs immediately on receiving them and We have the right to have these submitted for assessment by the courts or certification by the Law Society.

- (i) The Insured Person must authorise any Appointed Representative to receive any sums by way of legal costs recovered from the Third Party and to pay the same to Us to the extent of the sums indemnified under this Policy. Any sums received directly by the Insured Person should similarly be paid over to Us to the extent of the sums indemnified under this Policy.
- (j) The Insured Person must take all action possible to recover any costs, charges or fees We or The Underwriters may have paid or be liable to pay under this Policy and pay any such amounts recovered to Us. In any event, upon payment of all sums due for Legal Costs and Expenses under this Policy We can take over and if necessary conduct proceedings in the name of the Insured Person to recover such Legal Costs and Expenses which the Insured Person is entitled to receive from the Third Party.

6. Withdrawal

If the Insured Person withdraws from a Claim or discontinues instructions to an Appointed Representative expressly or by omission without the agreement of The Underwriters or Coverholders all Legal Costs and Expenses and Defendants Legal Costs will become the responsibility of the Insured Person. Also The Underwriters and We will be entitled to be reimbursed by the Insured Person of all Legal Costs and Expenses paid or incurred during the course of the Claim.

7. Communication

All notices and communications from Us and The Underwriters or their Authorised Representative will be considered to have been sent if sent to the last known address of the Insured Person.

8. Dual insurance

If at the time of any Insured Event there is any other insurance, which provides cover for the loss, or any part of it We will only be responsible for the amount not recoverable under that insurance.

9. Prospects of success

Cover will only be provided if We and, where applicable, the Appointed Representative, are of the opinion that there are reasonable prospects of recovery from the Third Party. In cases where the Insured Event occurs outside of the United Kingdom We reserve the right to conduct enquiries or take legal advice on the prospects of success in the appropriate jurisdiction before deciding whether to provide cover.

We can give written notice to the Insured Person and the Appointed Representative to discontinue cover if during the course of a Claim We consider reasonable prospects of success no longer exists.

10. Compliance and avoidance of policy

We and/or the Underwriters have the right to cancel this Policy and declare the same null and void



If:

- (a) The Policyholder does not hold a valid Motor Insurance Policy or, if relevant, valid Green Card, at the time of the Insured Event for the vehicle involved.
- (b) The Policyholder's motor insurers are entitled to void the Motor Insurance Policy or refuse indemnity.
- (c) Any statements or answers made by the Policyholder to Us or the Underwriters prior to commencement of this Policy are found to be false or untrue.
- (d) The Policyholder fails to disclose any material fact relevant to the risks insured under this Policy to the Underwriters or to Us prior to the commencement of this Policy
- (e) An Insured Person makes any Claim under this Policy, which is fraudulent or false in any material respect.

11. Alteration

You must notify Us immediately of any change, which may or does affect this Policy.

12. Complaints

We pride ourselves on the quality of our service, and are committed to dealing with customer complaints in a fair and prompt manner. Complaints can be made orally or in writing.

If you have a complaint regarding the Legal Costs and Expenses Insurance, please call us on 0800 077 8165. It is our experience that most complaints can be sorted out by speaking to the staff

directly responsible for your claim. Should you remain dissatisfied or feel your complaint remains unresolved, please write to the Quality Compliance Executive, Albany Assistance Ltd, Redmond House, Fern Court, Bracken Hill Business Park, Peterlee, Co Durham, SR8 2RR.

If after making a complaint, the Insured Person is still unhappy and feels the complaint regarding Legal Costs and Expenses has not been resolved to their satisfaction, they have the right to refer the complaint to the Financial Ombudsman Service. The contact information is: The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London. E14 9SR. Telephone: 0845 080 1800. E-mail: enquiries@financial-ombudsman.org.uk

The complaints procedure above does not affect any legal rights the Insured Person may have.

13. Arbitration

In the event of any dispute or difference whatsoever arising out of this Policy or any Claim made there under the matter shall be referred to an arbitrator who shall be either a solicitor or a barrister agreed upon by the Insured Person and Us. If the Insured Person is not the Policyholder by claiming under the Policy they agree to be a party to any Arbitration under this Clause whether jointly with the Policyholder or otherwise and whether as Claimant or Defendant.

If We cannot agree on an arbitrator then the President of the Law Society or the Chairman of the Bar Council or similar legal professional body within the

Territorial Limits will choose one. The appointment and subsequent arbitration shall be binding on both parties.

Whoever loses the arbitration must pay all the costs involved. If the decision is not clearly made against the Insured Person or Us, the arbitrator will decide how the Insured Person and We will share the costs.

14. Exclusions

The Underwriters will not indemnify the Insured Person in respect of:

1. Any Insured Event that took place prior to the Period of Insurance.
2. Any Claim reported to Us more than 180 days after the Insured Event.
3. Any Legal Costs and Expenses for any period subsequent to a refusal by the Appointed Representative to act further for the Insured Person for a reason, which We consider, is justified unless We agree to another Appointed Representative being instructed.
4. In any case where the Insured Person has misled Us or the Appointed Person as to the circumstances of the accident.
5. In any case where the Insured Person fails at the time of making the Claim or at any stage to disclose to Us and/ or the Appointed Representative material facts relevant to the Claim.
6. Compensation, costs, damages, fines or penalties of any kind awarded by a court of criminal jurisdiction.
7. Claims for damage to any property or any related loss, expense or consequential loss.
8. Any Claim arising out of a deliberate and/or criminal act or omission or which is found to Our satisfaction to be of a fraudulent nature.
9. Any claim arising from the theft or attempted theft of the Insured Vehicle.
10. In any case where the Insured Person does not possess a valid Motor Insurance Policy, valid road fund licence or MOT for the Insured Vehicle or a valid driving licence.
11. In any case where the Insured Vehicle is not in a roadworthy condition at the time of the Insured Event.
12. Any Claim where the Insured Person's motor insurers are entitled to repudiate the Motor Insurance Policy or refuse indemnity.
13. All Claims in the Territorial Limits where a valid Green Card is required and has not been issued.
14. Any Insured Event arising out of the use of an Insured Vehicle by the Insured Person in connection with racing, rallies, trials or competitions of any kind.
15. Any Claim where the Third Party cannot be traced or identified.



16. Any Claims arising from:
- (a) Ionising, radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - (b) The radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or component of it.
 - (c) Riot, civil commotion, war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, nationalisation, requisition, destruction or damage to property by or under the order of any government or public or local authority.
 - (d) Pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
 - (e) Any Claims directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date.
17. Legal Costs and Expenses incurred prior to notification of the Insured Event to Us.
18. Legal Proceedings dealt with by a court or other body, which We have not agreed to or are outside the Territorial Limits.

19. The cost of representation in arbitration matters at interlocutory, final or appeal hearings and also small claims in the Sheriff Courts in Scotland.
20. Any undertaking the Insured Person gives to the Appointed Representative, or which the Insured Person or the Appointed Representative gives to any person about payment of fees or expenses, unless We have given prior written authority.

15. Governing law & language

This Policy shall be governed by and construed in accordance with English Law. All communication is to be conducted in English.

16. Whole agreement

This Policy contains the entire agreement between the Policyholder and any Insured person claiming under it and the Underwriters and Us on their behalf and no other representation or warranty by the Insured Person or Us or their Authorised Representatives or any third party shall have any contractual effect unless agreed by both parties in writing.

Supplied by EUI Limited (FSA Registration: 309378), Capital Tower, Greyfriars Road, Cardiff. CF10 3AZ, and is administered by Albany Assistance Ltd (FSA Registration: 312423), Redmond House, Fern Court,

Bracken Hill Business Park, Peterlee,
County Durham. SR8 2RR, and is
underwritten by IGI Insurance Company
Ltd (FSA Registration: 202189) Market
Square House, St James's Street,
Nottingham, Nottinghamshire. NG1 6FG
(Home State: United Kingdom).

The Financial Services Compensation
Scheme covers this Policy.

17. Cancellation

You may cancel your Policy and receive
a full refund up to 14 days from receipt
of your Welcome Pack, subject to no
claim having been made upon the Policy
and cancellation of the Motor Insurance
Policy. No refunds will be given after this
period, subject to the discretion of EUI
Limited (trading as elephant.co.uk).
Please call 0871 882 2233.

You can make changes to your policy quickly and easily with our online customer services section.

Visit elephant.co.uk to find out more!

Useful numbers

customer services 0871 882 2233

claims line 0844 543 4422

renewals line 0844 848 0050

Helplines

glass repair 0844 543 4429

(open 24 hours a day)

accident recovery 0871 882 8269

(following an insured incident)

breakdown 0800 917 3365*

*available only if you have purchased our breakdown service.

Your car insurance schedule will show if you have paid for the elephant.co.uk breakdown service.

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